SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of May 4, 2015, by and between

(a) the Massachusetts Council of Human Service Providers, Inc., Association for Behavioral

Healthcare, Inc., Association of Developmental Disabilities Providers, Inc., and Children's

League of Massachusetts (collectively "Associations"), (b) certain individual providers of social

services covered by Chapter 257 of the Acts of 2008, as amended ("c. 257") who are signatories

hereto (the "Assenting Providers") and (c) the Executive Office of Health and Human Services

of the Commonwealth of Massachusetts ("EOHHS") (together and collectively, "the Parties").

WHEREAS, c.257 requires that EOHHS promulgate and implement initial rate regulations for social services providers covered by G.L.c. 118E, §13C, par. 2 ("Initial Rate Regulations"), and G.L.c. 118E, §13D, requires that EOHHS conduct biennial reviews of the rates promulgated in the Initial Rate Regulations ("Biennial Rate Reviews"); and

WHEREAS, the Parties wish to resolve disputes that have arisen between them concerning the timing of Biennial Rate Reviews to which all social services providers covered by c. 257 ("c. 257 Providers") are entitled through June 30, 2017.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

 Chapter 257 Rate Regulations and Provider Services That Were or Will Be Entitled to Biennial Rate Reviews.

A list of the Initial Rate Regulations promulgated by EOHHS from July 1, 2011 through November 1, 2014, including the types of c.257 services and c.257 Providers that are covered by those Initial Rate Regulations, is set forth in Schedule 1 hereto, which list includes the "Final Adoption Date" of those Initial Rate Regulations and the "Review Date" by which c. 257

Adoption Date" of those Initial Rate Regulations and the "Review Date" by which c. 257

Providers covered by those Initial Rate Regulations were or will be entitled to a Biennial Rate

Review.

2. One-time Payments for Delayed Biennial Rate Reviews

- (a) EOHHS shall pay to each c. 257 Provider who, as of the date of this Settlement Agreement, (i) is a party to a contract with the Commonwealth to provide services within the scope of c. 257 ("c. 257 Contract"), (ii) was entitled to a Biennial Rate Review between June 30, 2013 and June 30, 2014 (as set forth on Schedule 1), and (iii) has not received a Biennial Rate Review by June 30, 2015, a one-time additional payment equal to 1.9% of each eligible c. 257 Provider's total FY 2015 Contract spending as billed through August 31, 2015. EOHHS shall make these payments no later than November 30, 2015.
- (b) EOHHS shall pay to each c. 257 Provider who, as of the date of this Settlement Agreement, (i) is a party to a contract with the Commonwealth to provide services covered by a c. 257 Contract, (ii) was entitled to a Biennial Rate Review between June 30, 2014 and June 30, 2015 (as set forth on Schedule 1), and (iii) has not received a Biennial Rate Review by June 30, 2015, a one-time additional payment equal to .45% of each eligible c. 257 Provider's total FY 2015 Contract spending as billed through August 31, 2015. EOHHS shall make these payments no later than November 30, 2015.
- (c) Providers with contracts that are eligible for payments pursuant to paragraph 2(a) may not receive payment for the same contracts under paragraph 2(b).
- (d) Payment to each c. 257 Provider eligible for payment under this Section 2 shall be contingent upon the timely execution and return to EOHHS of a Commonwealth Standard Contract form.

3. Biennial Rate Reviews Due On or Before July 1, 2015

(a) With respect to c.257 programs for which

Biennial Rate Reviews are due on or before July 1, 2015 (based on the "Final Adoption Date" set forth in Schedule 1) and for which such reviews are not completed by that date, EOHHS shall amend the Initial Rate Regulations for such programs to add the then-applicable Cost Adjustment Factors ("CAFs") to the rate paid to c. 257 Providers providing services under those programs as of the date on which the Biennial Rate Reviews are due, and the amended regulations shall provide that the CAFs shall be effective as of the date the regulatory amendment process is completed and shall remain applicable to the c.257 rates covered by such regulations for a period of two years from the date the Initial Rate Regulations are amended. This provision includes those programs receiving one-time payments under the provisions of Section 2 above.

(b) EOHHS shall complete the process set forth in subparagraph (a), including amendment of Initial Rate Regulations, no later than January 1, 2016.

4. Biennial Rate Reviews Due After July 1, 2015

(a) With respect to c. 257 programs for which

Biennial Rate Reviews are due between July 2, 2015 and June 30, 2017 (based on the "Final Adoption Date" set forth in Schedule 1) and become overdue, EOHHS shall amend the Initial Rate Regulations for such programs to add the then-applicable CAF to the rate paid to c.257 Providers providing services under those programs as of the date on which the Biennial Rate Reviews are due, and the amended regulations shall provide that the CAFs shall be effective as of the date the regulatory process is completed and shall remain applicable to the c. 257 rates

covered by such regulations for a period of two years from the date the Initial Rate Regulations are amended.

(b) EOHHS shall complete the process set forth in subparagraph (a), including the amendment of Initial Rate Regulations, no later than six months after the date upon which Biennial Rate Reviews are due.

5. Cooperation

The Parties agree to attempt in good faith to cooperate to resolve any conflicts arising with respect to compliance with this Settlement Agreement and to use the following procedure prior to any Party pursuing other available remedies.

- (a) A meeting shall be held promptly between the Parties, attended by no more than four individuals representing EOHHS and four individuals representing the Associations and/or Assenting Providers, with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- (b) If, within thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, then the Parties may seek whatever remedies are available pursuant to this Settlement Agreement or by law.

6. Waiver

By entering into this Settlement Agreement, the Associations and Assenting Providers agree:

- a. to waive any right to bring legal action to require EOHHS to conduct

 Biennial Rate Reviews covered by this Settlement Agreement for the term covered by this

 Settlement Agreement:
 - b. to waive the right to receive any different Biennial Rate adjustment or

payment than that set forth in ¶2 through 4 of this Settlement Agreement for the term covered by this Settlement Agreement, even if legal action, legislative effort, or administrative proceeding brought by any c.257 Provider or other entity, whether or not a Party to this Settlement Agreement, results in a different Biennial Rate adjustment for the same services; and

- c. to immediately dismiss any claim presently pending in any legal actions, administrative or otherwise, and/or appeals therefrom, that seek to require EOHHS to conduct Biennial Rate Reviews covered by this Settlement Agreement for the term covered by this Settlement Agreement.
- 7. All Parties acknowledge and agree that this Settlement Agreement is a fully binding and enforceable contract of each of the Parties hereto, which may be enforced according to its terms in an action filed in a court of competent jurisdiction.
- 8. All Parties represent to each other Party that they have had the opportunity to consult with their attorneys prior to signing this Settlement Agreement, and that they have full power and authority to execute this Settlement Agreement.
 - 9. The terms of this Settlement Agreement are subject to changes in applicable law.
- 10. This Settlement Agreement may be executed in counterparts, and a facsimile or emailed signature shall be deemed an original signature and shall be fully binding on the party so signing.
- 11. The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all of the Parties hereto.

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WCI (Work, Community, Independence), Inc.	Western Massachusetts Training Consortium Inc.
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Stanley Street Treatment and Resources, Inc. (SSTAR)	Toward Independent Living and Learning
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Stanley Street Treatment and Resources, Inc. (SSTAR)	Toward Independent Living and Learning
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Stanley Street Treatment and Resources, Inc. (SSTAR)	Toward Independent Living and Learning
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Schedule 1: Rate Review Schedule

Project	Dept	Activity Code	Program Name	Final Adoption Date	Review Due
	-	2124	Respite Care		
	Z G	2152	Cooperative Funding		
		2403	Flexible Family Supports		
		3700	Family Support Navigation		
12	-4-14	3701	Respite in Recipient's Home-Day		
		3702	Respite in Care Giver's Home		
0		3703	Individualized Home Supports		
		3707	Adult Companion		9251
		3709	Community/Residential Family Training		10
		3710	Behavioral Supports and Consultation Family Training		
		3712	Stabilization in Caregiver's Home		
		3716	Community Peer Support/Residential Peer Support		
		3731	Respite in Recipient's Home-Hour		
		3735	Children's Respite in Care Giver's Home-Hour		
		3759	Adult Site Based Respite Facility		
Family Stabilization		3760	Non-Waiver Services	7/1/2011	7/1/2013
101 CMR 414		3770	Family Support Centers	1102/11/	112020
,	몺	3771	Cultural Linguistic Family Support Centers		
		3772	Autism Support Centers		
		3773	Intensive Flexible Family Support Services		
		3774	Medically Complex Programs	7.	
		3775	Planned Facility-Based Respite Programs for Children		
	_	3776	Family Leadership Program		
	_	3780	Financial Assistance	2	
		3781	Financial Assistance Administration		
	_	6700	Family Support Navigation AWC		
		6701	Respite in Recipient's Home AWC		
		6703	Individualized Home Supports AWC		
	_	6704	Individualized Day Supports AWC		
	_	6707	Adult Companion AWC		
		6753	Agency w/Choice Admin fee		
	W.	6780	Financial Assistance AWC		

	101 CIVIR 414	Family Stabilization						TOT CIAIN 152	ACH CRID ATS	TOBIA INCERNEGIARE FETA	Vacab Catalana di tan Tana			4			101 CMR 418	Youth Short-Term Stabilization	Clubhouse 114.4 CWR 16	114.4 CMR 15	Community Based Day Supports				Detox and Step Down Services		101 CWR 414
	DCF			54	Sug		,				HMD				DOF	25	ein.	7	DMH	MCB	800				DPH		DMH
FNSO	FBSR	FNSS	2516	2506	2505	2503	2500	3091	3081	3080	3079	3078	3075	3061	CITO	CTCD	2502	2501	3034	2144	3166	3163	3434	4931	4921	3395	3066
Support & Stab	Recreation/Camp	Family Networks Support & Stab	Trans, Indep. Living Program	Residential Services Blanket	Revocation	Group Care	Secure Treatment	Individualized Support, Residential Schools	Clinically Intensive Residential Treatment	Intensive Residential Treatment	Child/Adolescent Residential Service	Child/Adolescent Respite Care	Individualized Support, Residential	Transition Aged Youth Services	Caring Together Teen Parent	Caring Together	Assessment	Secure Detention	Clubhouse Services	Community Based Day Supports	Blanket Day Services	Community Based Day Supports	Transitional Services	Clinically Managed Inpatient Detoxification	Statewide Treatment for Civilly-Committed Persons	Inpatient Detoxification	Individual Support (Blanket)
	5/1/2013					_			4.5	8/17/2012	L	_				1_		8/17/2012	7/1/2012	1	1/1/2012		7707/1/6	2000	11/1/2011		1/1/2012
	5/1/2015								-	8/17/2014								8/17/2014	7/1/2014		eroziteli.	7/1/2014	LTOTATE	V10C/ 1/10	11/1/2013		3/1/2014

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