COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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ttps://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.					
CONTRACTOR LEGAL NAME: Tufts Health Public Plans, Inc.		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services			
(and d/b/a):		MMARS Department Code: EHS			
Legal Address: (W-9, W-4): 1 Wellness Way, Canton	, MA, 02021	Business Mail	Business Mailing Address: One Ashburton Place, 11th Fl., Boston, MA 02108		
Contract Manager: Ashley Hague	Phone: 617-668-7089	Billing Addres	s (if different):		
E-Mail: Ashley.Hague@point32health.org	Fax:	Contract Mana	ager: Alejandro Garcia Davalos	Phone: 617-838-3344	
Contractor Vendor Code: VC0000577707		E-Mail: Alejan	dro.E.GarciaDavalos@mass.gov	Fax:	
Vendor Code Address ID (e.g., "AD001"): AD002.		MMARS Doc II	O(s): N/A		
(Note: The Address ID must be set up for EFT payr	nents.)	RFR/Procuren	ent or Other ID Number: BD-22-1039-E	:HS01-ASHWA-71410	
☐ NEW CONTRA	СТ			MENT	
PROCUREMENT OR EXCEPTION TYPE: (Check o		Enter Current	Contract End Date <u>Prior</u> to Amendment:	December 31, 2027.	
☐ Statewide Contract (OSD or an OSD-designated			nent Amount: \$ no change. (or "no chang		
☐ Collective Purchase (Attach OSD approval, scop	. ,	AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)			
☐ Department Procurement (includes all Grants - §	, ,	☐ Amendmer	t to Date, Scope or Budget (Attach upda	ated scope and budget)	
Notice or RFR, and Response or other procurem	, ,	☐ Interim Co	ntract (Attach justification for Interim Cont	tract and updated scope/budget)	
☐ Emergency Contract (Attach justification for eme		☐ Contract E	mployee (Attach any updates to scope or	r budget)	
☐ Other Procurement Exception (Attach authorizin	, , , , ,	☐ Other Proc	urement Exception (Attach authorizing la	anguage/justification and updated	
specific exemption or earmark, and exception justi		scope and	budget)		
The Standard Contract Form Instructions and Con					
reference into this Contract and are legally bindin		nonwealth Terms	and Conditions	s and Conditions For Human and	
Social Services Commonwealth IT Terms and Co				*** * * * * ***	
COMPENSATION: (Check ONE option): The Departs supported in the state accounting system by sufficien	, ,		•		
☑ Rate Contract. (No Maximum Obligation) Attach					
☐ Maximum Obligation Contract. Enter total maxi			• •	•	
•	-	,	,		
identify a PPD as follows: Payment issued within 1	PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments identify a PPD as follows: Payment issued within 10 days% PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; PPD; PPD; PPD; PPD; PPD; PPD; PP		n 20 davs % PPD; Payment		
issued within 30 days% PPD. If PPD percentages are left blank, identify reason: 🗵 agree to standard 45 day cycle 🗀 statutory/legal or Ready Payments (M.					
23A); □ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)					
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the so of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)		a detailed description of the scope			
This Amendment 1 to the First Amended and Rest				with LIMass Memorial Health	
Care, Inc., deletes and replaces Appendices D and L		ubilo i iulio, ilic.,	ioi ita mooduntabio dara i aminoromp	WILL OWIGO WOMONG NOTION	
ANTICIPATED START DATE: (Complete ONE option	on only) The Department and Cont	ractor certify for t	nis Contract, or Contract Amendment, tha	ut Contract obligations:	
☐ 1. may be incurred as of the Effective Date (latest	signature date below) and <u>no</u> oblin	gations have bee	n incurred prior to the Effective Date.	-	
		-		ective Date.	
		_	ree that payments for any obligations incu		
authorized to be made either as settlement payr	ments or as authorized reimbursem	nent payments, ar	d that the details and circumstances of al	Il obligations under this Contract	
are attached and incorporated into this Contract					
CONTRACT END DATE: Contract performance sh					
amended, provided that the terms of this Contract a completing any negotiated terms and warranties, to a					
CERTIFICATIONS: Notwithstanding verbal or other	· · · · · · · · · · · · · · · · · · ·		3. 3 17 2	•	
Amendment has been executed by an authorized sign					
approvals. The Contractor certifies that they have	accessed and reviewed all docu	ıments İncorpora	ed by reference as electronically publis	shed and the Contractor makes all	
certifications required under the Standard Contract Fo					
documentation upon request to support compliance, a					
	by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Sta Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricker				
Department as unacceptable, and additional negotiat	ed terms, provided that additional r	negotiated terms	will take precedence over the relevant ter	rms in the RFR and the Contractor's	
Response only if made using the process outlined in more cost effective Contract.	801 CMR 21.07, incorporated here	ein, provided that	any amended RFR or Response terms re	esult in best value, lower costs, or a	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:		-ΔI Τ Η ·			
		X: Mile L			
X: Signature and Date Must Be Captured A	, Date: <u>'∠⁻'∪⁻∠♀</u> ∆t Time of Signature)	X:(S	D ignature and Date Must Be Captured A	Oate: At Time of Signature)	
Print Name: Urcel Fields	t Tillio or orginataro,	Print Name:	Mike Levine	tt tille of orginatars,	
Print Title: President, Government	Markets	Print Title:	Assistant Secretary for MassHealt		

AMENDMENT #1

TO THE

FIRST AMENDED AND RESTATED

ACCOUNTABLE CARE PARTNERSHIP PLAN CONTRACT

FOR THE

MASSHEALTH ACCOUNTABLE CARE ORGANIZATION PROGRAM

WHEREAS, the Executive Office of Health and Human Services ("EOHHS") and the Contractor identified in Appendix R ("Contractor") entered into the Contract effective January 1, 2023, and with an Operational Start Date of April 1, 2023, to serve as an Accountable Care Organization, improve the MassHealth Member experience of care, health of the population, and efficiency of the MassHealth program, and provide comprehensive health care coverage to MassHealth Members; and

WHEREAS, EOHHS and the Contractor last amended and restated the Contract effective January 1, 2024, (the First Amended and Restated Accountable Care Partnership Plan Contract);

WHEREAS, in accordance with Section 5.9 of the Contract, EOHHS and the Contractor desire to amend the Contract effective January 1, 2024; and

WHEREAS, EOHHS and the Contractor agree that the terms stated herein are subject to all required approvals of the federal Centers for Medicare and Medicaid Services (CMS);

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Contractor and EOHHS agree as follows:

- 1. **Appendix D, Payment**, is hereby deleted and replaced with the attached **Appendix D**.
- 2. Appendix L, Sub-Capitation Program Rates for Primary Care Entities, is hereby deleted and replaced with the attached Appendix L.

APPENDIX D PAYMENT

EXHIBIT 1 BASE CAPITATION RATES AND ADD-ONS Rate Year 2024

Listed below are the Per Member Per Month (PMPM) Base Capitation Rates for Rate Year 2024 (January 1, 2024, through December 31, 2024) (also referred to as RY24), subject to state appropriation and all necessary federal approvals.

Base Capitation Rates do not include EOHHS adjustments described in **Section 4.3** of the Contract.

In addition to the Base Capitation Rates tables below, additional tables include the add-on for the Contract Year, for ABA Services as described in **Section 4.5.E**, for High Cost Drugs as described in **Section 4.5.F** and for SUD Risk Sharing Services as described in **Section 4.5.G**. The add-on for High Cost Drugs, ABA Services and SUD Risk Sharing Services are the same for all Regions and will be added to the Risk Adjusted Capitation Rates as defined in **Section 4.2.E**.

ACPP Base Capitation Rates / RC I Adult				
<u>Eff</u>	fective January 1, 20	24 – December 31, 2024 (I	RY24)	
REGION	CORE MEDICAL ADMINISTRATIVE COMPONENT COMPONENT		TOTAL BASE CAPITATION RATE	
	(per member per month)	(per member per month)	(per member per month)	
Northern	\$616.73	\$50.47	\$667.20	
Greater Boston	\$673.17	\$53.25	\$726.42	
Southern	\$680.17	\$52.48	\$732.65	
Central	\$656.00	\$51.31	\$707.31	
Western	\$597.26	\$49.67	\$646.93	

ACPP Base Capitation Rates / RC I Child				
<u>Eff</u>	ective January 1, 20	24 – December 31, 2024 (F	RY24)	
REGION	CORE MEDICAL COMPONENT	ADMINISTRATIVE COMPONENT	TOTAL BASE CAPITATION RATE	
	(per member per month)	(per member per month)	(per member per month)	
Northern	\$274.49	\$40.72	\$315.21	
Greater Boston	\$280.81	\$42.14	\$322.95	
Southern	\$290.33	\$40.86	\$331.19	
Central	\$287.79	\$40.55	\$328.34	
Western	\$301.36	\$41.24	\$342.60	

ACPP Base Capitation Rates / RC II Adult				
<u>Eff</u>	ective January 1, 202	24 – December 31, 2024 (F	RY24)	
<u>REGION</u>	CORE MEDICAL ADMINISTRATIVE COMPONENT COMPONENT		TOTAL BASE CAPITATION RATE	
	(per member per month)	(per member per month)	(per member per month)	
Northern	\$2,028.79	\$105.04	\$2,133.83	
Greater Boston	\$2,216.27	\$117.17	\$2,333.44	
Southern	\$2,149.44	\$110.70	\$2,260.14	
Central	\$2,024.46	\$105.73	\$2,130.19	
Western	\$1,754.42	\$94.27	\$1,848.69	

ACPP Base Capitation Rates / RC II Child				
<u>Eff</u>	fective January 1, 20	24 – December 31, 2024 (I	RY24)	
REGION	CORE MEDICAL COMPONENT	ADMINISTRATIVE COMPONENT	TOTAL BASE CAPITATION RATE	
	(per member per month)	(per member per month)	(per member per month)	
Northern	\$1,155.97	\$92.87	\$1,248.84	
Greater Boston	\$1,237.43	\$109.08	\$1,346.51	
Southern	\$1,057.25	\$87.27	\$1,144.52	
Central	\$1,130.75	\$92.94	\$1,223.69	
Western	\$943.28	\$77.79	\$1,021.07	

ACPP Base Capitation Rates / RC IX				
<u>Ef</u>	fective January 1, 20	024 – December 31, 2024 (RY24)	
REGION	CORE MEDICAL ADMINISTRATIVE COMPONENT COMPONENT		TOTAL BASE CAPITATION RATE	
	(per member per month)	(per member per month)	(per member per month)	
Northern	\$654.73	\$51.46	\$706.19	
Greater Boston	\$640.06	\$51.90	\$691.96	
Southern	\$739.07	\$55.05	\$794.12	
Central	\$705.22	\$53.21	\$758.43	
Western	\$643.54	\$51.28	\$694.82	

ACPP Base Capitation Rates / RC X				
Eff	fective January 1, 20	24 – December 31, 2024 (I	RY24)	
REGION	CORE MEDICAL COMPONENT	ADMINISTRATIVE COMPONENT	TOTAL BASE CAPITATION RATE	
	(per member per month)	(per member per month)	(per member per month)	
Northern	\$2,119.98	\$110.76	\$2,230.74	
Greater Boston	\$2,365.62	\$124.69	\$2,490.31	
Southern	\$2,153.47	\$113.05	\$2,266.52	
Central	\$2,011.56	\$107.10	\$2,118.66	
Western	\$1,631.22	\$89.33	\$1,720.55	

High Cost Drug Add-On to Risk Adjusted Capitation Rates Effective January 1, 2024 – December 31, 2024 (RY24)

High (High Cost Drug Add-On to Risk Adjusted Capitation Rates PMPM				
REGION	Northern	Greater Boston	Southern	Central	Western
RC I Adult	\$6.04	\$3.57	\$3.79	\$3.40	\$1.32
RC I Child	\$5.98	\$6.97	\$5.80	\$3.71	\$2.87
RC II Adult	\$23.71	\$15.90	\$16.39	\$55.03	\$21.41
RC II Child	\$56.59	\$171.47	\$42.27	\$82.37	\$33.87
RC IX	\$4.90	\$8.70	\$5.08	\$12.77	\$5.20
RC X	\$0.33	\$1.80	\$1.11	\$0.05	\$25.86

ABA Add-On to Risk Adjusted Capitation Rates Effective January 1, 2024 – December 31, 2024 (RY24)

ABA Add-On to Risk Adjusted		
Capitation Rates PMPM		
RC-I	044.04	
Child	\$11.91	
RC-II	\$240.2E	
Child	\$240.35	

<u>SUD Risk Sharing Services Add-On to Risk Adjusted Capitation Rates</u> <u>Effective January 1, 2024 – December 31, 2024 (RY24)</u>

SUD Ris	SUD Risk Sharing Services Add-		
On to R	isk Adjusted Capitation		
	Rates PMPM		
RC-I	\$7.46		
Adult	₹7. 40		
RC-I	\$0,20		
Child	\$U.2U		
RC-II	¢20.62		
Adult	\$20.63		
RC-II	¢0.57		
Child	\$0.57		
RC-IX	\$14.05		
RC-X	\$227.67		

EXHIBIT 2 ADJUSTMENTS OR ADDITIONS TO PAYMENTS Rate Year 2024

The table shows the admission-level stop-loss attachment point for the Contract Year as described in **Section 4.3.B**.

Admission Level Stop-Loss Attachment Point	
\$150,000	

EXHIBIT 3 RISK SHARING ARRANGEMENTS Rate Year 2024

Market-Wide Risk Sharing Arrangement (Market Corridor) (Section 4.5.C)

If the Market Corridor expenditures, as determined by EOHHS in accordance with **Section 4.5.C.3**, are greater than or less than the Market Corridor revenue, as determined by EOHHS in accordance with **Section 4.5.C.2**, the Contractor and EOHHS shall share the resulting loss or gain as follows:

1. Gain on the Market Corridor

Gain	MassHealth Share	Market Share
Absolute value of the Gain less than or equal to 0.75% of the Market Corridor Revenue	0%	100%
Absolute value of the Gain greater than 0.75% of the Market Corridor Revenue	95%	5%

2. Loss on the Market Corridor

Loss	MassHealth Share	Market Share
Absolute value of the Loss less than or equal to 0.75% of the Market Revenue	0%	100%
Absolute value of the Loss greater than 0.75% of the Market Revenue	95%	5%

Contract-Wide Risk Sharing Arrangement ("Plan Corridor") (Section 4.5.D)

If the Contractor's Plan Corridor expenditures, as determined by EOHHS in accordance with **Section 4.5.D.3**, is greater than or less than the Contractor's Plan Corridor revenue as determined by EOHHS in accordance with **Section 4.5.D.2**, the Contractor and EOHHS shall share the resulting loss or gain as follows:

1. Gain on the Plan Corridor

Gain	MassHealth Share	Contractor Share
Absolute value of the Gain less than or equal to 5% of Plan Corridor Revenue	0%	100%
Absolute value of the Gain greater than 5% of the Plan Corridor Revenue	95%	5%

2. Loss on the Plan Corridor

Loss	MassHealth Share	Contractor Share
Absolute value of the Loss less than or equal to 5% of Plan Corridor Revenue	0%	100%
Absolute value of the Loss greater than 5% of the Plan Corridor Revenue	95%	5%

ABA Services Risk Sharing Arrangement (Section 4.5.E)

If the amount paid to the Contractor, as determined by the calculation described in **Section 4.5.E.2**, is greater than or less than the Contractor's adjusted expenditures, as determined by the calculation described in **Section 4.5.E.3**, then the Contractor shall be considered to have experienced a gain or a loss with respect to ABA Services for the Contract Year. EOHHS and the Contractor shall share such gain or loss as follows:

1. Gain on the ABA Add-On to the Risk Adjusted Capitation Rate

Gain	MassHealth Share	Contractor Share
Gain up to \$100,000	99%	1%
Gain of more than \$100,000	100%	0%

2. Loss on the ABA Add-On to the Risk Adjusted Capitation Rate

Loss	MassHealth Share	Contractor Share
Loss up to \$100,000	99%	1%
Loss of more than \$100,000	100%	0%

High Cost Drug Add-On Risk Sharing Arrangement (Section 4.5.F)

1. Gain on the High Cost Drug Add-On to the Risk Adjusted Capitation Rate Payment

If the actual High Cost Drug expenditures, as determined by EOHHS in accordance with **Section 4.5.F.3**, is greater than or less than the High Cost Drug Add-On to the Risk Adjusted Capitation Rate Payment for the Contract Year, as determined by EOHHS in accordance with **Section 4.5.F.2**, the Contractor and EOHHS shall share the resulting loss or gain as follows:

Gain	MassHealth Share	Contractor Share
Gain up to \$100,000 for the High Cost Drug Add-On to the Risk Adjusted Capitation Rate payment	99%	1%
Gain of more than \$100,000 for the High Cost Drug Add-On to the Risk Adjusted Capitation Rate payment	100%	0%

2. Loss on the High Cost Drug Add-On to the Risk Adjusted Capitation Rate Payment

Loss	MassHealth Share	Contractor Share
Loss up to \$100,000 for the High Cost Drug Add-On to the Risk Adjusted Capitation Rate payment	99%	1%
Loss of more than \$100,000 for the High Cost Drug Add-On to the Risk Adjusted Capitation Rate payment	100%	0%

SUD Services Risk Sharing Arrangement (Section 4.5.G)

If the amount paid to the Contractor, as determined by the calculation described in **Section 4.5.G.2**, is greater than or less than the Contractor's adjusted expenditures, as determined by the calculation described in **Section 4.5.G.3**, then the Contractor shall be considered to have experienced a gain or a loss with respect to SUD Risk Sharing Services for the Contract Year. EOHHS and the Contractor shall share such gain or loss as follows:

1. Gain on the SUD Risk Sharing Services Add-On to the Risk Adjusted Capitation Rate

Gain	MassHealth Share	Contractor Share
Gain up to \$100,000	99%	1%
Gain of more than \$100,000	100%	0%

2. Loss on the SUD Risk Sharing Services Add-On to the Risk Adjusted Capitation Rate

Loss	MassHealth Share	Contractor Share
Loss up to \$100,000	99%	1%
Loss of more than \$100,000	100%	0%

APPENDIX L

SUB-CAPITATION PROGRAM RATES FOR PRIMARY CARE ENTITIES Contract Year 2

Listed below are the Per Member Per Month (PMPM) Primary Care Entity (PCE) Primary Care Sub-Capitation Rates, developed by EOHHS, for Contract Year 2 (January 1, 2024, through December 31, 2024) (also referred to as Rate Year 2024 or RY24). The table below sets forth PMPM amounts by PCE, across all Regions and Rating Categories. Please refer to **Section 2.23.A.1.h** for information on how the Contractor shall pay each PCE during the Contract Year.

PCE-specific Primary Care Sub-Capitation Rates			
<u>January 1, 2024 – December 31, 2024 (RY24)</u>			
PCE (as defined by EOHHS)	PCE SUB-CAPITATION RATE COMPONENT: BASE SUB- CAPITATION RATE	PCE SUB-CAPITATION RATE COMPONENT: TIER ENHANCED PAYMENT	TOTAL PCE SUB- CAPITATION RATE (see Section 2.23.A.1.h)
	(per member per month)	(per member per month)	(per member per month)
XXXXX6179	\$ 21.37	\$ 6.31	\$ 27.68
XXXXX1067	\$ 37.41	\$ 5.46	\$ 42.87