

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Boston Medical Center Health Plan, Inc. (and d/b/a): Boston Medical Center HealthNet Plan		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4): 529 Main St., Ste. 500, Charlestown, MA, 02129		Business Mailing Address: One Ashburton Place, 11th Floor, Boston, MA 02108	
Contract Manager: Heather Thiltgen	Phone: 617-748-6060	Billing Address (if different):	
E-Mail: Heather.Thiltgen@BMCHP-wellsense.org	Fax:	Contract Manager: Aditya Mahalingam-Dhingra	Phone: 617-573-1812
Contractor Vendor Code: VC7000072388		E-Mail: Aditya.Mahalingam-Dhingra@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): N/A	
		RFR/Procurement or Other ID Number: BD-17-1039-EHS01-EHS01-00000009207	

☐ **NEW CONTRACT**

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- ☐ **Statewide Contract** (OSD or an OSD-designated Department)
☐ **Collective Purchase** (Attach OSD approval, scope, budget)
☐ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
☐ **Emergency Contract** (Attach justification for emergency, scope, budget)
☐ **Contract Employee** (Attach Employment Status Form, scope, budget)
☐ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

☒ **CONTRACT AMENDMENT**

Enter Current Contract End Date Prior to Amendment: December 31, 2022.

Enter Amendment Amount: \$ no change. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- ☒ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
☐ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
☐ **Contract Employee** (Attach any updates to scope or budget)
☐ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

☒ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☐ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ ____.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % 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.G.L. c. 29, § 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 scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

This Amendment 1 to the Third Amended and Restated ACPP Contract with Mercy Health Accountable Care Organization in partnership with Boston Medical Center Health Plan updates payment provisions in the Contract effective January 1, 2021.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- ☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
☒ 2. may be incurred as of January 1, 2021, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of December 31, 2022, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: [Signature] Date: 12/28/20
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Elke Weinskin

Print Title: Chief Legal Officer

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Daniel Tsai

Print Title: Assistant Secretary for MassHealth

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: Boston Medical Center Health Plan, Inc. (and d/b/a): Boston Medical Center HealthNet Plan		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4): 529 Main St., Ste. 500, Charlestown, MA, 02129		Business Mailing Address: One Ashburton Place, 11th Floor, Boston, MA 02108	
Contract Manager: Heather Thiltgen	Phone: 617-748-6060	Billing Address (if different):	
E-Mail: Heather.Thiltgen@BMCHP-wellsense.org	Fax:	Contract Manager: Aditya Mahalingam-Dhingra	Phone: 617-573-1812
Contractor Vendor Code: VC7000072388		E-Mail: Aditya.Mahalingam-Dhingra@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): N/A	
		RFR/Procurement or Other ID Number: BD-17-1039-EHS01-EHS01-00000009207	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>December 31, 2022</u> . Enter Amendment Amount: \$ <u>no change</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> 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 scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This Amendment 1 to the Third Amended and Restated ACPP Contract with Mercy Health Accountable Care Organization in partnership with Boston Medical Center Health Plan updates payment provisions in the Contract effective January 1, 2021.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>January 1, 2021</u> , a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>December 31, 2022</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: <u>12/29/20</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Daniel Tsai</u> Print Title: <u>Assistant Secretary for MassHealth</u>	

AMENDMENT #1
TO THE
THIRD 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 X** (“Contractor”) entered into the Contract effective August 25, 2017, and with an Operational Start Date of March 1, 2018, to improve the MassHealth Member experience of care, health of the population, and efficiency of the MassHealth program by substantially shifting towards accountable and integrated models of care and to provide comprehensive health care coverage to MassHealth Members; and

WHEREAS, EOHHS and the Contractor last amended and restated the Contract effective January 1, 2021, (the Third Amended and Restated Accountable Care Partnership Plan Contract);

WHEREAS, in accordance with **Section 6.8** of the Contract, EOHHS and the Contractor desire to amend the Contract effective January 1, 2021; 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. **Section 2, Contractor Responsibilities**, is hereby amended by adding a new **Section 2.7.D.6.c** as follows:

“c. If the Contractor does not comply with this **Section 2.7.D.6**, with respect to its payments to hospitals, EOHHS may decrease the stop-loss payment made to the Contractor as described in **Sections 4.3.H** and **6.5.K.12**.”
2. **Section 2, Contractor Responsibilities**, is hereby amended by deleting “as directed by EOHHS:” in **Section 2.7.D.7.b** and inserting in place thereof the following: “as directed by and at a rate specified by EOHHS.”
3. **Section 2, Contractor Responsibilities**, is hereby amended by deleting **Sections 2.7.D.7.b.1-3** in their entirety.

4. **Section 4, Payment and Financial Provisions**, is hereby amended by adding a new **Section 4.2.L** as follows:

“L. Loss of Program Authority

As required by CMS, should any part of the scope of work under this contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must do no work on that part after the effective date of the loss of program authority. The state must adjust capitations to remove costs that are specific to any program or activity that is no longer authorized by law. If the Contractor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, the Contractor will not be paid for that work. If the state paid the Contractor in advance to work on a no-longer-authorized program or activity and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to the state. However, if the Contractor worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.”

5. **Section 4, Payment and Financial Provisions**, is hereby amended by deleting **Section 4.3.C.3** in its entirety and replacing it with the following **Section 4.3.C.3**:

“3. The Supplemental Specialized Inpatient Psychiatric Services Payment and associated expenditures shall be included in the risk sharing arrangement calculations set forth in **Section 4.5**, as part of the Non High Cost Drug/Non-HCV Medical Component and actual medical expenditures, respectively.”

6. **Section 4, Payment and Financial Provisions**, is hereby amended by adding a new **Section 4.3.H** as follows:

“H. Stop-loss Payment

EOHHS shall pay the Contractor a stop-loss payment as follows and as further specified by EOHHS:

1. The stop-loss payment shall be an amount equal to 95 percent (95%) of allowed expenditures in excess of an attachment point per Enrollee hospital inpatient admission as determined by EOHHS and set forth in **Appendix D**.
2. EOHHS shall pay the Contractor such amount as set forth above for each loss on an interim schedule as determined by EOHHS.

3. If EOHHS determines that a payment by the Contractor for an inpatient hospital admission does not comply with **Section 2.7.D.6**, EOHHS may decrease a stop-loss payment made to the Contractor in accordance with **Section 6.5.K12.**
7. **Section 4, Payment and Financial Provisions**, is hereby amended by adding in **Section 4.5.B.3.b** “, including any Claims run-out specified by EOHHS” after “risk sharing arrangement”.
8. **Section 4, Payment and Financial Provisions**, is hereby amended by adding a new **Section 4.5.B.6** as follows:
 - “6. EOHHS may verify any data the Contractor submits to EOHHS in a manner it determines appropriate.”
9. **Section 4, Payment and Financial Provisions**, is hereby amended by deleting **Section 4.5.C** in its entirety and replacing it with a new **Section 4.5.C** as follows:
 - “C. Market-Wide Risk Sharing Arrangement (“Market Corridor”) for the Contract Year

For all Regions and Rating Categories, the Contractor and EOHHS shall share risk for the Non-High-Cost Drug /Non-HCV Medical (“Core Medical”) Component of the Base Capitation Rate and Supplemental Specialized Inpatient Psychiatric Services Payment set forth in **Section 4.3.C** in accordance with the following provisions.
 1. Overall Approach

As further described in this section, this risk sharing arrangement shall be based on certain revenue and expenditures across MassHealth managed care plans, described as Market Corridor revenue and Market Corridor expenditures, respectively.
 2. Market Corridor Revenue

EOHHS shall first determine the Market Corridor revenue. For each MassHealth Accountable Care Partnership Plan (“ACPP”), Managed Care Organization (“MCO”), Primary Care Accountable Care Organization (“PCACO”), and the Primary Care Clinician Plan (“PCC Plan”) (each a “plan”), EOHHS shall multiply by Region and Rating Category each plan’s respective Core Medical component of the Base Capitation Rate or total cost of care (TCOC) benchmark, as applicable, for the Contract Year, per member, per month, by each plan’s experienced member months for the Contract Year as determined by EOHHS, and by each plan’s concurrent risk scores. The sum of such calculation across plans, plus any Supplemental Specialized Inpatient Psychiatric Services Payment and

benchmark adjustment, as applicable, for each plan, shall equal the Market Corridor revenue.

3. Market Corridor Expenditures

EOHHS shall then determine the Market Corridor expenditures. Such expenditures shall equal the sum across plans of Core Medical actual medical expenditures related to ACO Covered Services in **Appendix C**, as well as MCO covered services (for MCOs), services included in TCOC (for PCACOs), and comparable services for the PCC Plan, including those services related to the Supplemental Specialized Inpatient Psychiatric Services Payment and benchmark adjustment, as applicable, for the applicable Contract Year in aggregate across all Regions and Rating Categories, as applicable, and based on data provided by ACPPs and MCOs, including by the Contractor in accordance with **Section 4.5.B**, and EOHHS data for PCACOs and the PCC Plan.

- a. Such expenditures shall exclude any and all case management costs.
- b. Such expenditures shall exclude expenditures for which EOHHS makes a payment to the Contractor, and related payments or adjustments for other plans, pursuant to stop-loss provisions at **Section 4.3.H**.
- c. EOHHS may make appropriate adjustments as necessary related to the Market Corridor expenditure calculation described above.

4. If the Market Corridor expenditures, as determined by EOHHS in accordance with the above provisions, are greater than or less than the Market Corridor revenue, as determined by EOHHS in accordance with the above provisions, the Contractor shall share in the resulting loss or gain in accordance with **Appendix D**.

5. In addition, the Contractor's share of the resulting loss or gain, as set forth above, shall be an adjustment applied to the Contractor's Core Medical revenue for the purposes of calculating the Contract-Wide Risk Sharing Arrangement in **Section 4.5.D** below.

6. EOHHS shall exclude from all calculations related to this risk sharing arrangement the Contractor's reinsurance premiums paid and recovery revenues received if the Contractor chooses to purchase reinsurance."

10. **Section 4, Payment and Financial Provisions**, is hereby amended by renumbering existing **Sections 4.5.D-K** as **Sections 4.5.E-L** accordingly and adding a new **Section 4.5.D** as follows:

“D. Contract-Wide Risk Sharing Arrangement (“Plan Corridor”) for the Contract Year

For all Regions and Rating Categories, the Contractor and EOHHS shall share risk for the Non-High-Cost Drug /Non-HCV Medical (“Core Medical”) Component of the Base Capitation Rate, any Market Corridor adjustment as described in **Section 4.5.C**, and Supplemental Specialized Inpatient Psychiatric Services Payment set forth in **Section 4.3.C** in accordance with the following provisions.

1. Overall Approach

As further described in this section, this risk sharing arrangement shall be based on certain revenue and expenditures for the Contractor, described as Plan Corridor revenue and Plan Corridor expenditures, respectively.

2. Plan Corridor Revenue

EOHHS shall first determine the Plan Corridor revenue. EOHHS shall multiply by Region and Rating Category the Contractor’s Core Medical component of the Base Capitation Rate, for the Contract Year, as set forth in **Appendix D**, per member, per month, by the Contractor’s experienced member months for the Contract Year as determined by EOHHS, and by the Contractor’s concurrent risk scores. Such product, plus any Market Corridor adjustment as described in **Section 4.5.C** and plus any Supplemental Specialized Inpatient Psychiatric Services Payment shall equal the Plan Corridor revenue.

3. Plan Corridor Expenditures

EOHHS shall then determine the Contractor’s Plan Corridor expenditures. Such expenditures shall equal the Contractor’s Core Medical actual medical expenditures in aggregate across all Regions and Rating Categories related to ACO Covered Services in **Appendix C**, including those services related to the Supplemental Specialized Inpatient Psychiatric Services Payment and benchmark adjustment, as applicable, for the applicable Contract Year based on data provided by the Contractor in accordance with **Section 4.5.B**.

- a. Such expenditures shall exclude any and all case management costs.
- b. Such expenditures shall exclude expenditures for which EOHHS makes a payment to the Contractor pursuant to stop-loss provisions at **Section 4.3.H**.
- c. EOHHS may make appropriate adjustments as necessary related to the Plan Corridor expenditure calculation described above.

4. If the Contractor's Plan Corridor expenditures, as determined by EOHHS in accordance with the above provisions is greater than or less than the Contractor's Plan Corridor revenue, the Contractor and EOHHS shall share the resulting loss or gain in accordance with **Appendix D**, subject to the adjustment in **Section 4.5.L** below.
5. If the Contractor incurs a loss that would require EOHHS to make a risk sharing payment to the Contractor, and the Contractor has paid an amount for ACO Covered Services that exceeds the amount that EOHHS would have paid for the same services in accordance with EOHHS's fee schedule, then EOHHS may reprice the Contractor's paid Claims to reflect EOHHS's fee schedule for the purposes of calculating the risk-sharing payment described in this section. If EOHHS has approved an Alternative Payment Methodology (APM) for the Contractor, EOHHS shall apply an adjustment to the Contractor's repriced paid claims comparable to the APM adjustment that EOHHS used with respect to the Contractor during Capitation Rate development for the Contract Year. If such repricing results in the Contractor incurring a gain, EOHHS shall cap the EOHHS share of such gain at \$0.
6. EOHHS shall exclude from all calculations related to this risk sharing arrangement the Contractor's reinsurance premiums paid and recovery revenues received if the Contractor chooses to purchase reinsurance."

11. **Section 4, Payment and Financial Provisions**, is hereby amended by inserting after "For RCs I Child and II Child," in **Section 4.5.E** and **Section 4.5.F** (as renumbered) the following: "and for Enrollees in other RCs as determined appropriate by EOHHS,".

12. **Section 4, Payment and Financial Provisions**, is hereby amended by deleting **Section 4.5.L** (as renumbered) in its entirety and replacing it with a new **Section 4.5.L** as follows:

"L. Quality Score Modifier to Plan Corridor in **Section 4.5.D**

Upon determination by EOHHS of the resulting Contractor's share of gains or losses from the Plan Corridor as a result of the methodology described in **Sections 4.5.D** and **Appendix D**, EOHHS shall adjust the amount of the Contractor's share of gains or losses based on the Contractor's Quality Score, as follows:

1. EOHHS shall calculate the Contractor's Quality Score as described in **Appendix Q**. The Contractor's Quality Score shall be a number between zero (0) and one (1);
2. If the Contractor has a gain on the Plan Corridor, EOHHS shall multiply the amount of the Contractor's share of such gain by the Contractor's Quality Score. The resulting amount shall be the final amount of the Contractor's share of the gain on the Plan Corridor;

3. If the Contractor has a loss on the Plan Corridor, eighty percent (80%) of the Contractor's share of such loss shall not be impacted by the Contractor's Quality Score. EOHHS shall multiply the remaining twenty percent (20%) of the Contractor's share of such loss by an amount equal to one (1) minus the Contractor's Quality Score. Such product, plus the unmodified eighty percent (80%) of the Contractor's share of the loss, shall equal the final amount of the Contractor's share of the loss on the Plan Corridor."

13. **Section 6, Additional Terms and Conditions**, is hereby amended by adding a new **Section 6.3.K.12** as follows:

- "12. If the Contractor does not comply with **Section 2.7.D.6** with respect to its payments to hospitals, EOHHS may decrease the stop-loss payment made to the Contractor as described in **Section 4.3.H**. Such decrease shall be in an amount to bring the total stop-loss payment to be equal to as if the Contractor had complied with **Section 2.7.D.6**."

14. **Appendix D, Payment**, is hereby deleted in its entirety and replaced with a new **Appendix D** attached hereto.

**APPENDIX D
PAYMENT**

**EXHIBIT 1
BASE CAPITATION RATES AND ADD-ONS
Contract Year 4**

Listed below are the Per Member Per Month (PMPM) Base Capitation Rates for Contract Year 4 (January 1, 2021, through December 31, 2021) (also referred to as Rate Year 2021 or RY21), subject to state appropriation and all necessary federal approvals;

Base Capitation Rates do not include EOHHS adjustments described in **Sections 4.2.C** and **4.2.E.** of the Contract.

In addition to the Base Capitation Rates tables below, additional tables include the add-ons for the Contract Year for CBHI Services as described in **Section 4.5.D**, for ABA Services as described in **Section 4.5.E**, and for SUD Risk Sharing Services as described in **Section 4.5.I**. The add-ons for CBHI Services, 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**.

<u>ACO Base Capitation Rates / RC I Adult</u>					
<u>Effective January 1, 2021 – December 31, 2021 (RY 21)</u>					
<u>REGION</u>	<u>NON-HIGH COST DRUG / NON-HCV MEDICAL COMPONENT</u>	<u>HCV COMPONENT</u>	<u>NON-HCV HIGH COST DRUG COMPONENT</u>	<u>ADMINISTRATIVE COMPONENT</u>	<u>TOTAL BASE CAPITATION RATE</u>
	<u>(per member per month)</u>	<u>(per member per month)</u>	<u>(per member per month)</u>	<u>(per member per month)</u>	<u>(per member per month)</u>
Northern	\$461.72	\$3.75	\$1.00	\$33.90	\$500.37
Greater Boston	\$464.85	\$3.29	\$1.83	\$34.66	\$504.63
Southern	\$512.53	\$5.83	\$3.14	\$35.63	\$557.13
Central	\$442.00	\$4.14	\$2.53	\$33.30	\$481.97
Western	\$423.89	\$3.13	\$1.50	\$35.79	\$464.31

<u>ACO Base Capitation Rates / RC I Child</u>					
<u>Effective January 1, 2021 – December 31, 2021 (RY 21)</u>					
<u>REGION</u>	<u>NON-HIGH COST DRUG / NON-HCV MEDICAL COMPONENT</u> <u>(per member per month)</u>	<u>HCV COMPONENT</u> <u>(per member per month)</u>	<u>NON-HCV HIGH COST DRUG COMPONENT</u> <u>(per member per month)</u>	<u>ADMINISTRATIVE COMPONENT</u> <u>(per member per month)</u>	<u>TOTAL BASE CAPITATION RATE</u> <u>(per member per month)</u>
Northern	\$198.99	\$0.03	\$4.04	\$28.73	\$231.79
Greater Boston	\$196.60	\$0.02	\$4.06	\$29.37	\$230.05
Southern	\$198.02	\$0.05	\$4.15	\$28.44	\$230.66
Central	\$187.56	\$0.03	\$5.27	\$27.91	\$220.77
Western	\$189.91	\$0.03	\$2.31	\$29.93	\$222.18

<u>ACO Base Capitation Rates / RC II Adult</u>					
<u>Effective January 1, 2021 – December 31, 2021 (RY 21)</u>					
<u>REGION</u>	<u>NON-HIGH COST DRUG / NON-HCV MEDICAL COMPONENT</u> <u>(per member per month)</u>	<u>HCV COMPONENT</u> <u>(per member per month)</u>	<u>NON-HCV HIGH COST DRUG COMPONENT</u> <u>(per member per month)</u>	<u>ADMINISTRATIVE COMPONENT</u> <u>(per member per month)</u>	<u>TOTAL BASE CAPITATION RATE</u> <u>(per member per month)</u>
Northern	\$1,628.36	\$17.15	\$17.32	\$82.84	\$1,745.67
Greater Boston	\$1,749.44	\$21.27	\$18.05	\$88.66	\$1,877.42
Southern	\$1,767.05	\$22.99	\$14.14	\$86.15	\$1,890.33
Central	\$1,581.51	\$16.23	\$21.33	\$81.31	\$1,700.38
Western	\$1,446.82	\$13.43	\$18.13	\$82.38	\$1,560.76

<u>ACO Base Capitation Rates / RC II Child</u>					
<u>Effective January 1, 2021 – December 31, 2021 (RY 21)</u>					
<u>REGION</u>	<u>NON-HIGH COST DRUG / NON-HCV MEDICAL COMPONENT</u> <u>(per member per month)</u>	<u>HCV COMPONENT</u> <u>(per member per month)</u>	<u>NON-HCV HIGH COST DRUG COMPONENT</u> <u>(per member per month)</u>	<u>ADMINISTRATIVE COMPONENT</u> <u>(per member per month)</u>	<u>TOTAL BASE CAPITATION RATE</u> <u>(per member per month)</u>
Northern	\$867.57	\$0.14	\$74.53	\$67.97	\$1,010.21
Greater Boston	\$885.49	\$0.20	\$165.76	\$75.01	\$1,126.46
Southern	\$848.79	\$0.19	\$36.87	\$66.51	\$952.36
Central	\$842.30	\$0.12	\$94.22	\$67.41	\$1,004.05
Western	\$620.39	\$0.08	\$37.65	\$57.35	\$715.47

<u>ACO Base Capitation Rates / RC IX</u>					
<u>Effective January 1, 2021 – December 31, 2021 (RY 21)</u>					
<u>REGION</u>	<u>NON-HIGH COST DRUG / NON-HCV MEDICAL COMPONENT</u> <u>(per member per month)</u>	<u>HCV COMPONENT</u> <u>(per member per month)</u>	<u>NON-HCV HIGH COST DRUG COMPONENT</u> <u>(per member per month)</u>	<u>ADMINISTRATIVE COMPONENT</u> <u>(per member per month)</u>	<u>TOTAL BASE CAPITATION RATE</u> <u>(per member per month)</u>
Northern	\$589.65	\$9.50	\$5.96	\$38.73	\$643.84
Greater Boston	\$560.12	\$9.85	\$7.29	\$38.37	\$615.63
Southern	\$648.22	\$13.88	\$7.12	\$41.76	\$710.98
Central	\$574.63	\$8.91	\$7.29	\$39.23	\$630.06
Western	\$540.24	\$9.45	\$1.96	\$40.66	\$592.31

<u>ACO Base Capitation Rates / RC X</u>					
<u>Effective January 1, 2021 – December 31, 2021 (RY 21)</u>					
<u>REGION</u>	<u>NON-HIGH COST DRUG / NON-HCV MEDICAL COMPONENT</u> <u>(per member per month)</u>	<u>HCV COMPONENT</u> <u>(per member per month)</u>	<u>NON-HCV HIGH COST DRUG COMPONENT</u> <u>(per member per month)</u>	<u>ADMINISTRATIVE COMPONENT</u> <u>(per member per month)</u>	<u>TOTAL BASE CAPITATION RATE</u> <u>(per member per month)</u>
Northern	\$1,618.32	\$31.94	\$3.47	\$85.06	\$1,738.79
Greater Boston	\$1,537.19	\$34.11	\$51.04	\$81.18	\$1,703.52
Southern	\$1,714.16	\$67.86	\$2.20	\$85.73	\$1,869.95
Central	\$1,652.31	\$29.87	\$2.10	\$86.85	\$1,771.13
Western	\$1,435.28	\$31.47	\$2.90	\$84.49	\$1,554.14

CBHI Add-On to Risk Adjusted Capitation Rates
Effective January 1, 2021 – December 31, 2021 (RY 21)

CBHI Add-On to Risk Adjusted Capitation Rates PMPM	
RC-I Child	\$26.38
RC-II Child	\$143.32

ABA Add-On to Risk Adjusted Capitation Rates
Effective January 1, 2021 – December 31, 2021 (RY 21)

ABA Add-On to Risk Adjusted Capitation Rates PMPM	
RC-I Child	\$7.02
RC-II Child	\$157.62

SUD Risk Sharing Services Add-On to Risk Adjusted Capitation Rates
Effective January 1, 2021 – December 31, 2021 (RY 21)

SUD Risk Sharing Services Add-On to Risk Adjusted Capitation Rates PMPM	
RC-I Adult	\$5.28
RC-I Child	\$0.18
RC-II Adult	\$11.87
RC-II Child	\$0.43
RC-IX	\$17.33
RC-X	\$145.64

EXHIBIT 2
ADJUSTMENTS OR ADDITIONS TO PAYMENTS
Contract Year 4

The tables below include the Supplemental Maternity Payment per Delivery Event for the Contract Year as described in **Section 4.3.B**, the Supplemental Specialized Inpatient Psychiatric Services Payment for the Contract Year as described in **Sections 2.7.D.7** and **4.3.C**, and the admission-level stop-loss attachment point for the Contract Year as described in **Section 4.3.C**.

<u>Supplemental Maternity Payment</u> <u>All Rating Categories</u>	
<u>Effective January 1, 2021- December 31, 2021</u>	
Region	Supplemental Payment per Delivery Event
Northern	\$8,231.16
Greater Boston	\$8,793.20
Southern	\$8,443.37
Central	\$8,180.71
Western	\$8,002.37

<u>Supplemental Specialized Inpatient Psychiatric Services Payment</u>	
<u>Effective January 1, 2021 - December 31, 2021</u>	
Region	Supplemental Payment Per Inpatient Day
Northern	\$600.00
Greater Boston	\$600.00
Southern	\$600.00
Central	\$600.00
Western	\$600.00

<u>Admission Level Stop-Loss Attachment Point</u>
\$150,000

EXHIBIT 3
RISK SHARING ARRANGEMENTS
Contract Year 4

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

1. Gain on the Market Corridor

The amount of the Gain on the Market Corridor shall be defined as the difference between the Market Corridor Revenue (as defined in **Section 4.5.D**) for the Contract Year and the Market Corridor Expenditures (as defined in **Section 4.5.D**) for the Contract Year, if such Market Corridor Expenditures are less than such Market Corridor Revenue. The MassHealth Share of the Gain and the Market Share of the Gain shall be calculated in accordance with the table below. The Contractor's share of the Market Share of the Gain shall be directly proportional to the Contractor's share of the Market Corridor Revenue.

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

2. Loss on the Market Corridor

The amount of the Loss on the Market Corridor shall be defined as the difference between the Market Corridor Revenue (as defined in **Section 4.5.D**) for the Contract Year and the Market Corridor Expenditures (as defined in **Section 4.5.D**) for the Contract Year, if such Market Corridor Expenditures are greater than such Market Corridor Revenue. The MassHealth Share and the Market Share of the Loss shall be calculated in accordance with the table below. The Contractor's share of the Market Share of the Loss shall be directly proportional to the Contractor's share of the Market Corridor Revenue.

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

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

1. Gain on the Plan Corridor

The amount of Gain on the Plan Corridor for the Contract Year shall be defined as the difference between the

Plan Corridor Revenue for the Contract Year and the Contractor's Plan Corridor Expenditures for ACO Covered Services for the Contract Year, if such actual expenditures are less than such Plan Corridor Revenue. EOHHS and the Contractor shall share such Gain in accordance with the table below:

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

2. Loss on the Plan Corridor

The amount of the Loss on the Plan Corridor shall be defined as the Plan Corridor Revenue for the Contract Year and the Contractor's Plan Corridor Expenditures for ACO Covered Services for the Contract Year, if such actual expenditures are greater than the Plan Corridor revenue for the Contract Year. EOHHS and the Contractor shall share such Loss in accordance with the table below:

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

CBHI Services Risk sharing arrangement (Section 4.5.D)

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

If the amount paid to the Contractor, as determined by the calculation described in **Section 4.5.D.1.a** is greater than the Contractor's adjusted expenditures, as determined by the calculation described in **Section 4.5.D.1.b** then the Contractor shall be considered to have experienced a gain with respect to CBHI Services for the Contract Year. EOHHS and the Contractor shall share such gain in accordance with the table below:

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

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

If the amount paid to the Contractor, as determined by the calculation described in **Section 4.5.D.1.a**, is less than the Contractor's adjusted expenditures, as determined by the calculation described in **Section 4.5.D.1.b**, then the Contractor shall be considered to have experienced a loss with respect to CBHI Services for the Contract Year. EOHHS and the Contractor shall share such loss in accordance with the table below:

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

ABA Services Risk Sharing Arrangement (Section 4.5.E)

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

If the amount paid to the Contractor, as determined by the calculation described in **Section 4.5.E.1.a** above, is greater than the Contractor's adjusted expenditures, as determined by the calculation described in **Section 4.5.E.1.b** above, then the Contractor shall be considered to have experienced a gain with respect to ABA Services for the Contract Year. EOHHS and the Contractor shall share such gain in accordance with the table below:

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

If the amount paid to the Contractor, as determined by the calculation described in **Section 4.5.E.1.a** above, is less than the Contractor's adjusted expenditures, as determined by the calculation described in **Section 4.5.E.1.b** above, then the Contractor shall be considered to have experienced a loss with respect to ABA Services for the Contract Year. EOHHS and the Contractor shall share such loss in accordance with the table below:

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

HCV Risk Sharing Arrangement (Section 4.5.F)

1. Gain on the HCV Medical Component of the Risk Adjusted Capitation Rate Payment

The amount of the Gain on the HCV Medical Component of the Risk Adjusted Capitation Rate Payment for the Contract Year shall be defined as the difference between the HCV Medical Component of the Risk Adjusted Capitation Rate Payment for the Contract Year and the Contractor's actual HCV medical expenditures for ACO Covered Services for the Contract Year, if such actual expenditures are less than the HCV Medical Component of the Risk Adjusted Capitation Rate Payment for the Contract Year. The Gain shall be calculated in aggregate across all Regions by Rating Category groups set forth in Appendix D, Exhibit 3.

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

2. Loss on the HCV Medical Component of the Risk Adjusted Capitation Rate Payment

The amount of the Loss on the HCV Medical Component of the Risk Adjusted Capitation Rate Payment for the Contract Year shall be defined as the difference between the HCV Medical Component of the Risk Adjusted Capitation Rate Payment for the Contract Year and the Contractor's actual HCV medical expenditures for ACO Covered Services for the Contract Year, if such actual expenditures are greater than the HCV Medical Component of the Risk Adjusted Capitation Rate Payment for the Contract Year. The Loss shall be calculated in aggregate across all Regions by Rating Category groups set forth in Appendix D, Exhibit 3.

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

Non-HCV High Cost Drug Risk Sharing Arrangement (Section 4.5.G)

1. Gain on the Non-HCV High Cost Drug Component of the Risk Adjusted Capitation Rate Payment

The amount of the Gain on the Non-HCV High Cost Drug Component of the Risk Adjusted Capitation Rate Payment for the Contract Year shall be defined as the difference between the Non-HCV High Cost Drug Component of the Risk Adjusted Capitation Rate Payment for the Contract Year and the Contractor's actual

Non-HCV High Cost Drug expenditures for ACO Covered Services for the Contract Year, if such actual expenditures are less than the Non-HCV High Cost Drug Component of the Risk Adjusted Capitation Rate Payment for the Contract Year. The Gain shall be calculated in aggregate across all Regions by Rating Category groups set forth in Appendix D, Exhibit 3.

Gain	MassHealth Share	Contractor Share
Gain less than or equal to 2% of the Non-HCV High Cost Drug Component of the Risk Adjusted Capitation Rate payment	0%	100%
Gain of more than 2% of the Non-HCV High Cost Drug Component of the Risk Adjusted Capitation Rate payment	100%	0%

2. Loss on the Non-HCV High Cost Drug Component of the Risk Adjusted Capitation Rate Payment

The amount of the Loss on the Non-HCV High Cost Drug Component of the Risk Adjusted Capitation Rate Payment for the Contract Year shall be defined as the difference between the Non-HCV High Cost Drug Component of the Risk Adjusted Capitation Rate Payment for the Contract Year and the Contractor's actual Non-HCV High Cost Drug expenditures for ACO Covered Services for the Contract Year, if such actual expenditures are greater than the Non-HCV High Cost Drug Component of the Risk Adjusted Capitation Rate Payment for the Contract Year. The Loss shall be calculated in aggregate across all Regions by Rating Category groups set forth in Appendix D, Exhibit 3.

Loss	MassHealth Share	Contractor Share
Loss less than or equal to 2% of the Non-HCV High Cost Drug Component of the Risk Adjusted Capitation Rate payment	0%	100%
Loss of more than 2% of the Non-HCV High Cost Drug Component of the Risk Adjusted Capitation Rate payment	100%	0%

SUD Services Risk Sharing Arrangement (Section 4.5.I)

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

If the amount paid to the Contractor, as determined by the calculation described in **Section 4.5.I.2**, is greater than the Contractor's expenditures, as determined by the calculation described in **Section 4.5.I.3**, then the Contractor shall be considered to have experienced a gain with respect to SUD Risk Sharing Services for the

Contract Year. EOHHS and the Contractor shall share such gain in accordance with the table below:

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

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

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