

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: Partners HealthCare Accountable Care Organization, LLC (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4): 800 Boylston St., Ste. 1150, Boston, MA, 02199		Business Mailing Address: One Ashburton Place, 11th Floor, Boston, MA 02108	
Contract Manager: Michael Esters	Phone: 857-282-2233	Billing Address (if different):	
E-Mail: mesters@partners.org	Fax:	Contract Manager: Aditya Mahalingam-Dhingra	Phone: 617-573-1812
Contractor Vendor Code: VC0000861892		E-Mail: Aditya.Mahalingam-Dhingra@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		Fax:	
<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 - <u>815 CMR 2.00</u>) (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"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
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 <u>815 CMR 9.00</u> . <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 (<u>M.G.L. c. 29, § 23A</u>); <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 Primary Care ACO Contract with Partners HealthCare Accountable Care Organization 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 <u>801 CMR 21.07</u> , 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: <u>18 DEC 2020</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Gregg S. Meyer, MD, MSc</u> Print Title: <u>EVP, Value Based Care, MGB</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Daniel Tsai</u> Print Title: <u>Assistant Secretary for MassHealth</u>	

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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	
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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). \$ ____			
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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 CONTRACT

PRIMARY CARE ACCOUNTABLE CARE ORGANIZATION CONTRACT

FOR THE

MASSHEALTH ACCOUNTABLE CARE ORGANIZATION PROGRAM

WHEREAS, EOHHS and the Contractor identified in **Appendix L** (“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 amended and restated the Contract effective January 1, 2021, (the Third Amended and Restated Primary Care Accountable Care Organization Contract);

WHEREAS, in accordance with **Section 6.13** 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 4, Payment**, is hereby amended by inserting a new **Section 4.3.A** as follows and renumbering the existing **Sections 4.3A** through **4.3.D** as **Sections 4.3.B** through **4.3.E** accordingly.

“A. Market-Wide Risk Sharing Arrangement (“Market Corridor”) for the Contract Year

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 TCOC Benchmark adjustment made in accordance with **Section 2.7.E.2.j** and related payments or adjustments, 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 Included Services in TCOC in **Appendix A**, covered services (for ACPPs and MCOs), and comparable services for the PCC Plan, including those services related to the supplemental specialized inpatient psychiatric services TCOC Benchmark adjustment and related payments or adjustments, for the applicable Contract Year in aggregate across all Regions and Rating Categories, as applicable, and based on EOHHS data for the Contractor and the PCC Plan and data provided by ACPPs and MCOs to EOHHS.
 - a. Such expenditures shall exclude any and all case management costs.
 - b. Such expenditures shall exclude expenditures for which EOHHS makes a TCOC Benchmark adjustment pursuant to **Section 4.3.E.1.d** and related payments or adjustments for other plans;
 - 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’s share of the resulting loss or gain shall be an adjustment applied to the Contractor’s TCOC Benchmark for the purposes of calculating the Contractor’s Shared Savings or Shared Losses in **Section 4.3.B** below. The Contractor shall share in the resulting loss or gain in accordance with **Appendix I**.

5. EOHHS shall exclude from all calculations related to this risk sharing arrangement any reinsurance premiums paid by plans and any recovery revenues received if plans choose to purchase reinsurance.”
2. **Section 4, Payment and Financial Provisions**, is hereby amended by deleting in **Section 4.3.B.3** (as renumbered) the following: “aggregated across all Regions by Rating Category Groups”; each instance of “for a Rating Category Group”; and each instance of “for that Rating Category Group”.
3. **Section 4, Payment and Financial Provisions**, is hereby amended by deleting each instance of “aggregated across all Regions by Rating Category Groups set forth in **Appendix I, Exhibit 4**” in **Section 4.3.C.2.a.2.** (as renumbered).
4. **Section 4, Payment and Financial Provisions**, is hereby amended by deleting the **Section 4.3.D** (as renumbered) in its entirety and inserting in place thereof the following:

“D. Quality Modifier and Payment

Prior to payment, EOHHS shall adjust the Shared Savings or Shared Losses payment based on the Contractor’s Quality Score. EOHHS or the Contractor shall pay the resulting adjusted amount, as follows:

1. EOHHS shall calculate the Contractor’s Quality Score as described in **Appendix B**. The Contractor’s Quality Score shall be a number between zero (0) and one (1);
2. If the Contractor’s Savings or the absolute value of the Contractor’s Losses is greater than the Contractor’s chosen threshold of the TCOC Benchmark, EOHHS shall adjust the amount of the Contractor’s share of Savings or Losses based on the Contractor’s Quality Score, as follows.
3. If the Contractor has Savings, EOHHS shall multiply the amount of the Contractor’s share of such Savings by the Contractor’s Quality Score. The resulting amount shall be the final amount of the Contractor’s share of the Savings;
4. If the Contractor has Losses, eighty percent (80%) of the Contractor’s share of such Losses 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 Losses 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 Losses, shall equal the final amount of the Contractor’s share of the Losses.
5. The Contractor shall pay EOHHS any Shared Losses payment, as adjusted for the Contractor’s Quality Score as set forth in this Section, within thirty (30) days of receiving notification from EOHHS of the amount of the Contractor’s Shared Losses payment.”

5. **Section 4, Payment and Financial Provisions**, is hereby amended by inserting the following new **Section 4.3.E.2.h** and renumbering the existing **Section 4.3.E.2.h** (as renumbered) to **Section 4.3.E.2.i** accordingly:

“h. EOHHS shall adjust the Contractor’s TCOC Benchmark in accordance with **Section 4.3.A** above.”
6. **Section 4, Payment and Financial Provisions**, is hereby amended by inserting a new **Section 4.3.E.2.j** (as renumbered) as follows:

“j. EOHHS may retrospectively add a supplemental specialized inpatient psychiatric services amount to the Contractor’s TCOC Benchmark.”
7. **Appendix I, TCOC Benchmarks**, is hereby deleted in its entirety and replaced with a new **Appendix I** attached hereto.

**APPENDIX I
TCOC BENCHMARK**

**EXHIBIT 1
TCOC BENCHMARKS AND ADMINISTRATIVE PAYMENTS
Contract Year 4**

Listed below are the Per Member Per Month (PMPM) TCOC Benchmarks and Administrative Payments for Contract Year 4 (January 1, 2021 through December 31, 2021), subject to state appropriation and all necessary federal approvals.

TCOC Benchmarks do not include EOHHS adjustments described in **Sections 4.3.E** of the Contract.

Exhibit 1.1: ACO TCOC Benchmarks (per member per month) Effective January 1, 2021 – December 31, 2021

<u>RC I Adult</u> <u>Effective January 1, 2021 – December 31, 2021</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$472.01
Greater Boston	\$474.83
Southern	\$523.12
Central	\$452.00
Western	\$433.59

<u>RC I Child</u> <u>Effective January 1, 2021 – December 31, 2021</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$206.64
Greater Boston	\$204.19
Southern	\$205.52
Central	\$194.65
Western	\$197.41

<u>RC II Adult</u> <u>Effective January 1, 2021 – December 31, 2021</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$1,738.30
Greater Boston	\$1,866.79
Southern	\$1,885.45
Central	\$1,690.87
Western	\$1,547.68

<u>RC II Child</u> <u>Effective January 1, 2021 – December 31, 2021</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$922.70
Greater Boston	\$943.37
Southern	\$903.64
Central	\$897.01
Western	\$661.42

<u>RC IX</u> <u>Effective January 1, 2021 – December 31, 2021</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$615.19
Greater Boston	\$583.80
Southern	\$673.57
Central	\$599.18
Western	\$561.00

<u>RC X</u> <u>Effective January 1, 2021 – December 31, 2021</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$1,722.52
Greater Boston	\$1,634.04
Southern	\$1,815.20
Central	\$1,763.25
Western	\$1,528.56

Exhibit 1.2: ACO Administrative Payments (per member per month)

<u>ACO Administrative Payments</u> <u>Effective January 1, 2021 – December 31, 2021</u>						
<u>REGION</u>	<u>RC I Adult</u>	<u>RC I Child</u>	<u>RC II Adult</u>	<u>RC II Child</u>	<u>RC IX</u>	<u>RC X</u>
Northern	\$10.96	\$10.71	\$26.31	\$24.68	\$12.74	\$23.34
Greater Boston	\$10.55	\$10.42	\$26.10	\$27.59	\$12.31	\$22.48
Southern	\$11.48	\$10.41	\$25.73	\$24.39	\$13.11	\$24.04
Central	\$10.77	\$10.44	\$24.96	\$25.02	\$13.00	\$25.09
Western	\$10.28	\$10.32	\$21.99	\$19.08	\$12.18	\$20.83

EXHIBIT 2
STOP-LOSS ATTACHMENT POINT
Contract Year 4

The table below indicates the admission-level stop-loss attachment point as described in **Section 4.5.E** for the Contract Year.

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

EXHIBIT 3
MINIMUM SAVINGS AND LOSSES THRESHOLD SELECTION
Contract Year 4

The table below indicates the Contractor's selected minimum savings and losses threshold as described in **Section 4.3.C** for the Contract Year.

<u>Minimum Savings and Losses Rate</u>	<u>Minimum Savings and Losses Rate Selection</u> ✓ = Selected; X = Not Selected
1%	X
2%	✓

EXHIBIT 4
RISK TRACK SELECTION
Contract Year 4

The table below indicates the Contractor's selected Risk Track as described in **Section 4.3.C** for the Contract Year.

<u>Risk Track</u>	<u>Risk Track Selection</u> ✓ = Selected; X = Not Selected
Risk Track 1 – Shared Accountability	✓
Risk Track 2 – Full Accountability	X

EXHIBIT 5
RISK SHARING ARRANGEMENTS

Market-Wide Risk Sharing Arrangement (“Market Corridor”)

1. Gain on the Market Corridor

The amount of the Gain on the Market Corridor (“Market Corridor Gain”) shall be defined as the difference between the Market Corridor revenue (as set forth in **Section 4.3.B**) for the Contract Year and the Market Corridor expenditures (as set forth in **Section 4.3.B**) for the Contract Year, if such Market Corridor expenditures are less than such Market Corridor revenue. The EOHHS share and the Market share of the Market Corridor Gain shall be calculated as set forth in the table below. The Contractor’s share of the Market share of the Market Corridor Gain shall be a TCOC Benchmark adjustment as set forth in **Section 4.3.B**. Such Market Corridor TCOC Benchmark adjustment shall be directly proportional to the Contractor’s share of the Market Corridor Revenue.

Gain	EOHHS 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

The amount of the Loss on the Market Corridor (Market Corridor Loss) shall be defined as the difference between the Market Corridor revenue (as defined in Section 4.3.B) for the Contract Year and the Market Corridor expenditures (as defined in Section 4.3) for the Contract Year, if such Market Corridor expenditures are greater than such Market Corridor revenue. The EOHHS share and the Market share of the Market Corridor Loss shall be calculated as set forth in the table below. The Contractor’s share of the Market share of the Market Corridor Loss shall be a TCOC Benchmark adjustment as set forth in **Section 4.3.B**. Such Market Corridor TCOC Benchmark adjustment shall be directly proportional to the Contractor’s share of the Market Corridor Revenue.

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%

TCOC Shared Savings/Shared Losses (Plan Corridor)**Risk Track 1 – Shared Accountability**

If the Contractor selects Risk Track 1 – Shared Accountability, then subject to the provisions in **Section 4.3.C.2.a**, the Contractor's Shared Savings payment or Shared Losses payment, prior to modifying for the Contractor's Quality Score as described in **Section 4.3.D**, shall be as follows:

Contract Year	Savings	MassHealth Share	Contractor Share
Contract Years 4-5	Absolute value of savings less than or equal to 3% of the TCOC Benchmark	30%	70%
	Absolute value of savings greater than 3% of the TCOC benchmark	65%	35%

Contract Year	Losses	MassHealth Share	Contractor Share
Contract Years 4-5	Absolute value of losses with an absolute value less than or equal to 3% of TCOC Benchmark	30%	70%
	Absolute value of losses with an absolute value greater than 3% of the TCOC Benchmark	65%	35%

Risk Track 2 – Full Accountability

If the Contractor selects Risk Track 2 – Full Accountability, then subject to the provisions in **Section 4.3.C.2.a**, the Contractor's Shared Savings payment or Shared Losses payment, prior to modifying for Contractor's Quality Score as described in **Section 4.3.D**, shall be as follows:

Contract Year	Savings	MassHealth Share	Contractor Share
Contract Years 4-5	Absolute value of savings less than or equal to 3% of the TCOC Benchmark	0%	100%
	Absolute value of savings greater than 3% of the TCOC benchmark	50%	50%

Contract Year	Losses	MassHealth Share	Contractor Share
Contract Years 4-5	Absolute value of losses with an absolute value less than or equal to 3% of TCOC Benchmark	0%	100%
	Absolute value of losses with an absolute value greater than 3% of the TCOC Benchmark	50%	50%