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: Fallon Community Health Plan, Inc. **(and d/b/a):**		**COMMONWEALTH DEPARTMENT NAME:** Executive Office of Health and Human Services **MMARS Department Code:** EHS	
Legal Address: (W-9, W-4): 10 Chestnut Street, Worcester, MA 01608		**Business Mailing Address:** One Ashburton Place, 5th Fl., Boston, MA 02108	
Contract Manager: Deborah Daviau	**Phone:** 508-368-9489	**Billing Address (if different):**	
E-Mail: Deborah.Daviau@fallonhealth.org	**Fax:** 508-368-9550	**Contract Manager:** Daniel Cohen	**Phone:** 617-573-1710
Contractor Vendor Code: VC6000230412		**E-Mail:** Daniel.cohen@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):** **RFR/Procurement or Other ID Number:** 15LCEHSSCORFA	

☐ 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, 2024.

Enter Amendment Amount: $ _____. (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.) Amendment 1 to the SCO 3rd Amended and Restated Contract amends the SCO contract as follows: adds hospital ED-Based Crisis Evaluation (expansion/directed payment) and Crisis Management services (expansion/directed payment); adds directed payment for PCA at collectively bargained rate; updates the CY 2023 rates with a mid-year update; adds the CY 2024 rates; updates the quality appendix; adds ADH/DH wrap services; adds PCA OT/TT as a wrap service; includes contract term extension; and updates risk sharing exhibit.

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, 2024, 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, 2025, 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:

DocuSigned by:
X: Richard Burke A3F... Date: 12/21/2023

(Signature and Date Must Be Captured At Time of Signature)

Print Name: Richard Burke

Print Title: President and CEO

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: Zhao Zhang Zhao Zhang (Dec 28, 2023 09:08 EST) Date: 12/28/2023

(Signature and Date Must Be Captured At Time of Signature)

Print Name: ~~Mike Levine~~ Zhao Zhang

Print Title: ~~Assistant Secretary for MassHealth~~ Deputy Medicaid Director

AMENDMENT 1
TO THE
THIRD AMENDED AND RESTATED CONTRACT
FOR SENIOR CARE ORGANIZATIONS
BY AND BETWEEN
THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
AND
FALLON COMMUNITY HEALTH PLAN, INC.

WHEREAS, the Executive Office of Health and Human Services (EOHHS) and Fallon Community Health Plan, Inc. (the Contractor) entered into the Third Amended and Restated Contract for Senior Care Organizations (the Contract), effective September 18, 2023, to provide medical services to MassHealth members enrolled in the Contractor's Senior Care Options (SCO) plan; and

WHEREAS, in accordance with **Section 5.10** of the Contract, EOHHS and the Contractor wish to amend the Contract to update certain financial requirements and certain program requirements, effective January 1, 2024, unless otherwise stated;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Contract, the parties agree as follows:

1. **Section 2.5** is hereby amended by deleting **Section 2.5.H** in its entirety.

2. **Section 2.11** is hereby amended by adding a new **Section 2.11.C.10**, as follows:

   "10. CBHC Clinical Quality and Equity Incentive Program

   The Contractor shall:

   a. Collaborate with CBHCs and EOHHS to implement the CBHC Clinical Quality and Equity Incentive Program.

   b. In return for such CBHCs collaborating with the Contractor, make value-based payments, pursuant to 42 CFR 438.6(c) and as specified by EOHHS, to such CBHCs."

3. **Section 2.13** is hereby amended by deleting **Section 2.13.S.9** in its entirety and replacing it as follows:

   "9. Operate and maintain a state-of-the-art National Council for Prescription Drug Programs (NCPDP)-compliant, on-line pharmacy claims processing system. Such system must allow for having a separate BIN, PCN, and group number combination for MassHealth-only members claims to differentiate them from dually eligible members. The Contractor shall notify EOHHS of BIN, PCN, and

group number combination changes in the form and format determined by EOHHS."

4. Effective January 3, 2023**, Section 2.18** is hereby amended by deleting **Section 2.18.F** in its entirety and replacing it as follows:

"F. Hospital ED-Based Crisis Evaluation

1. Effective through September 30, 2023, the Contractor shall pay hospitals for Emergency Department-based behavioral health crisis evaluations as set forth in **Appendix A, Exhibit 1** at or above 100% of the MassHealth-equivalent rates under the MassHealth Acute Hospital Request for Application, effective for dates of service on or after January 3, 2023, through September 30, 2023. Hospitals may sub-contract these services out to behavioral health providers, including crisis teams, but hospitals shall be solely responsible for billing the Contractor. In addition, the Contractor shall direct hospitals to deliver ED-based behavioral health crisis evaluations in accordance with the Acute Hospital RFA as specified by EOHHS.

2. Once all hospitals have established procedures for Emergency Department based behavioral health crisis evaluations, as determined by EOHHS, the Contractor shall not make payments to Emergency Service Programs and evaluations provided in the Emergency Department."

5. Effective October 1, 2023, **Section 2.18** is hereby amended by adding new **Sections 2.18.I**, **2.18.J,** and **2.18.K**, as follows:

"I. Effective October 1, 2023, the Contractor shall pay hospitals for behavioral health crisis evaluations in an Emergency Department or on a medical or surgical inpatient floor, as set forth in **Appendix A, Exhibit 1**, at or above the rate specified by EOHHS in Sections 5.B.11 and 5.C.11 of the MassHealth Acute Hospital Request for Application (RFA). Hospitals may sub-contract these services out to behavioral health providers, including crisis teams, but hospitals shall be solely responsible for billing the Contractor unless otherwise directed by EOHHS. In addition, the Contractor shall direct hospitals to deliver behavioral health crisis evaluations in acute medical settings in accordance with the Acute Hospital RFA as specified by EOHHS.

J. Effective January 1, 2024, for behavioral health crisis management services in an Emergency Department or on a medical or surgical inpatient floor, the Contractor shall establish Provider rates at or above the rate specified in Section 5.B.12 and 5.C.16 in the MassHealth Acute Hospital RFA unless otherwise directed by EOHHS, and shall use procedure codes as directed by EOHHS to provide payment for such services.

K. For Personal Care Attendant Services, the Contractor shall pay at the rates set forth at 101 CMR 309.03(5) effective for dates of service on or after January 1, 2024, unless otherwise directed by EOHHS."

6. **Section 4.1** is hereby amended by adding a new **Section 4.1.F**, as follows:

"F. CBHC Clinical Quality and Equity Incentive Program Pursuant to **Section 2.11.C.10**

1. At a frequency specified by EOHHS, EOHHS shall pay the Contractor an amount equal to the sum of provider payments described in **Section 2.11.C.10** for the applicable time period.

2. For each Contract Year, EOHHS shall perform an annual reconciliation after the end of the Contract Year to correct the amount of any payments described in **Section 2.11.C.10**. EOHHS shall remit to the Contractor the full amount of any underpayments it identifies."

7. **Section 4.4** is hereby amended by adding a new **Section 4.4.A.3**, as follows, and renumbering the previous Section 4.4.A.3 to **Section 4.4.A.4**:

"3. EOHHS may perform an annual reconciliation of the monthly capitation payments to adjust for any enrollment discrepancies not included in the quarterly reconciliations. Such annual reconciliations may account for enrollment discrepancies related to Enrollees who have not resided in Massachusetts according to an EOHHS-specified federal report and Enrollees who have become deceased. The Contractor shall work with EOHHS to resolve any discrepancies in any calculations."

8. **Section 4.7** is hereby amended by striking **Section 4.7.A** in its entirety and replacing it as follows:

"A. General Requirement

The Contractor shall participate in any risk-sharing arrangement as directed by EOHHS in Each Contract Year subject to all necessary federal and state approvals."

9. **Section 4.7** is hereby amended by adding a new **Section 4.7.B.4** as follows:

"4. If a Contract Year's risk-sharing arrangement is not approved by CMS, that Contract Year's risk-sharing arrangement is void and EOHHS and the Contractor shall not share risk for that Contract Year."

10. **Section 5.9** is hereby amended by striking it in its entirety and replaced it as follows:

"**Section 5.9 Contract Term**

This Contract shall be in effect from January 1, 2016, through December 31, 2025. At the option of EOHHS, the Contract may be extended in any increment necessary to complete a subsequent procurement. EOHHS may exercise its extension option by providing written notice to the Contractor of its intent to do so at least sixty (60) days prior to the expiration of the Contract term. The extension shall be under the same terms and conditions as the initial terms."

11. Effective July 5, 2023, **Appendix A** is hereby amended by striking the definition of **Adult Day Health** in its entirety and replacing it as follows:

"**Adult Day Health** — Community-based services such as nursing, assistance with activities of daily living, social, therapeutic, recreation, nutrition at a site outside the home, and transportation to a site outside the home. One-time payments for Adult Day Health Admission Services (S5105) and Re-engagement Services (S5105 KZ) pursuant to 101 CMR 310.00 are excluded from the Contractor's coverage of Adult Day Health; claims for such services shall be paid directly by MassHealth."

12. Effective July 5, 2023, **Appendix A** is hereby amended by striking the definition of **Day Habilitation** in its entirety and replacing it as follows:

"Day Habilitation — a structured, goal-oriented, active treatment program of medically oriented, therapeutic and habilitation services for developmentally disabled individuals who need active treatment. One-time payments for Day Habilitation Admission Services (S5105) and Re-engagement Services (S5105 KZ) pursuant to 101 CMR 348.00 are excluded from the Contractor's coverage of Day Habilitation; claims for such services shall be paid directly by MassHealth."

10. **Appendix A** is hereby amended by striking the definition of Personal Care Attendant Services in its entirety and replacing it as follows:

"**Personal Care Attendant Services** — assistance with Activities of Daily Living (ADLs) such as bathing, dressing, grooming, eating, ambulating, toileting, and transferring. Payments for Overtime Services (T1019 TU and 99509) and Travel Time (A0170) are excluded from the Contractor's coverage of Personal Care Attendant Services; claims for such services shall be paid directly by MassHealth."

11**. Appendix A, Exhibit 1** is hereby amended by adding a new **Section I**, as follows:

"I. Behavioral Health Crisis Services

1. Until September 30, 2023, **Hospital ED-Based Crisis Evaluation** - An evaluation provided in an Emergency Department by qualified clinical professionals to members experiencing a behavioral health crisis during the first calendar day of their readiness to receive such an evaluation. The evaluation includes the initial comprehensive assessment of risk, diagnosis, and treatment needs, the initial crisis interventions, the initial determination and coordination of appropriate disposition, and required reporting and community collaboration activities.

2. Effective October 1, 2023, **Behavioral Health Crisis Evaluation in Acute Medical Setting** – An evaluation provided in an Emergency Department or on a medical or surgical floor by qualified clinical professionals to members experiencing a behavioral health crisis during the first calendar day of their readiness to receive such an evaluation. The evaluation includes the initial comprehensive assessment of risk, diagnosis, and treatment needs, the initial crisis interventions, the initial determination and coordination of appropriate disposition, and required reporting and community collaboration activities.

3. Effective October 1, 2023, **Behavioral Health Crisis Management Services in Acute Medical Settings** – A set of services provided in an Emergency Department or on a medical or surgical floor by qualified clinical professionals to members experiencing a behavioral health crisis in need of ongoing supports on days subsequent to receiving the initial Behavioral Health Crisis Evaluation. The crisis management services include ongoing crisis interventions, ongoing determination and coordination of appropriate disposition, and ongoing required reporting and community collaboration activities."

12. Effective January 1, 2023, **Appendix E, Exhibit 1** is hereby amended and replaced with the **Appendix E, Exhibit 1** attached hereto.

13. **Appendix E, Exhibit 2** is hereby amended and replaced with the **Appendix E, Exhibit 2** attached hereto.

14. **Appendix L** is hereby amended and replaced with the **Appendix L** attached hereto.

APPENDIX E EXHIBIT 1: BASE CAPITATION RATES

Base Capitation Rates for January 1, 2023, through December 31, 2023

Subject to CMS Approval

Rate Cell	Status	Region	Rates Effective 01/01/2023 – 06/30/2023	Rates Effective 07/01/2023 – 09/30/2023	Rates Effective 10/01/2023 – 12/31/2023
Institutional					
Institutional — Tier 1	Dual Eligible	Statewide	$5,848.45	$5,847.81	$6,732.91
	Medicaid Only	Statewide	$5,848.45	$5,847.81	$6,732.91
Institutional — Tier 2	Dual Eligible	Statewide	$8,766.35	$8,765.50	$8,626.71
	Medicaid Only	Statewide	$8,766.35	$8,765.50	$8,626.71
Institutional — Tier 3	Dual Eligible	Statewide	$10,516.09	$10,515.23	$9,659.58
	Medicaid Only	Statewide	$10,516.09	$10,515.23	$9,659.58
Community					
Community Other	Dual Eligible	Eastern	$426.31	$419.65	$419.65
	Dual Eligible	Western	$403.34	$397.60	$397.60
	Dual Eligible	The Cape	$375.58	$369.92	$369.92
	Medicaid Only	Eastern	$935.86	$934.75	$934.75
	Medicaid Only	Western	$838.15	$843.28	$843.28
	Medicaid Only	The Cape	$1,106.20	$1,106.82	$1,106.82
Community BH	Dual Eligible	Eastern	$828.60	$823.08	$823.08
	Dual Eligible	Western	$833.58	$831.54	$831.54
	Dual Eligible	The Cape	$790.75	$784.08	$784.08
	Medicaid Only	Eastern	$1,698.89	$1,696.21	$1,696.21
	Medicaid Only	Western	$2,026.73	$2,022.54	$2,022.54

	Medicaid Only	The Cape	$2,084.15	$2,077.16	$2,077.16
Community NHC	Dual Eligible	Eastern	$2,650.83	$2,648.83	$2,648.83
	Dual Eligible	Western	$2,670.44	$2,676.00	$2,676.00
	Dual Eligible	The Cape	$2,651.74	$2,643.16	$2,643.16
	Medicaid Only	Eastern	$4,083.42	$4,129.57	$4,129.57
	Medicaid Only	Western	$4,351.21	$4,418.61	$4,418.61
	Medicaid Only	The Cape	$4,598.04	$4,622.62	$4,622.62
Transition to Community					
Transition to Comm	Dual Eligible	Statewide	$5,848.45	$5,847.81	$6,732.91
	Medicaid Only	Statewide	$5,848.45	$5,847.81	$6,732.91
Transition to Nursing Facility					
Transition to NF	Dual Eligible	Eastern	$2,650.83	$2,648.83	$2,648.83
	Dual Eligible	Western	$2,670.44	$2,676.00	$2,676.00
	Dual Eligible	The Cape	$2,651.74	$2,643.16	$2,643.16
	Medicaid Only	Eastern	$4,083.42	$4,129.57	$4,129.57
	Medicaid Only	Western	$4,351.21	$4,418.61	$4,418.61
	Medicaid Only	The Cape	$4,598.04	$4,622.62	$4,622.62

Base Capitation Rates for January 1, 2024, through December 31, 2024

Subject to CMS Approval

Rating Category	Status	Region	Rates Effective 01/01/2024–12/31/2024
Institutional			
Institutional – Tier 1	Dual Eligible	Statewide	$6,932.73
	Medicaid Only	Statewide	$6,932.73
Institutional – Tier 2	Dual Eligible	Statewide	$8,907.63
	Medicaid Only	Statewide	$8,907.63
Institutional – Tier 3	Dual Eligible	Statewide	$9,976.89
	Medicaid Only	Statewide	$9,976.89
Community			
Community Other	Dual Eligible	Eastern	$506.42
	Dual Eligible	Western	$457.47
	Dual Eligible	The Cape	$494.21
	Medicaid Only	Eastern	$968.30
	Medicaid Only	Western	$924.79
	Medicaid Only	The Cape	$1,051.42
Community BH	Dual Eligible	Eastern	$1,028.39
	Dual Eligible	Western	$1,025.40
	Dual Eligible	The Cape	$1,001.97
	Medicaid Only	Eastern	$1,976.14
	Medicaid Only	Western	$2,324.51
	Medicaid Only	The Cape	$2,301.47
Community NHC	Dual Eligible	Eastern	$2,729.41
	Dual Eligible	Western	$2,786.45
	Dual Eligible	The Cape	$2,690.05

	Medicaid Only	Eastern	$4,194.78
	Medicaid Only	Western	$4,463.75
	Medicaid Only	The Cape	$4,652.35
Transition to Community			
Transition to Comm	Dual Eligible	Statewide	$6,932.73
	Medicaid Only	Statewide	$6,932.73
Transition to Nursing Facility			
Transition to NF	Dual Eligible	Eastern	$2,729.41
	Dual Eligible	Western	$2,786.45
	Dual Eligible	The Cape	$2,690.05
	Medicaid Only	Eastern	$4,194.78
	Medicaid Only	Western	$4,463.75
	Medicaid Only	The Cape	$4,652.35

APPENDIX E EXHIBIT 2: RISK SHARING ARRANGEMENTS
Contract Year 2024
Subject to CMS Approval

Contract-Wide Risk Sharing Arrangement (Section 4.7.C.4)

1. Overall Approach

a. For purposes of this section, the following terms shall have the following meanings:

i. Actual Medical Expenditures - the amount determined in accordance with Section 4.7.C.2.
ii. Medical Component of the Capitation Rate Payment – the amount determined in accordance with Section 4.7.C.2.
iii. Medical Component of the Medicare Parts A and B Premium Payments – the amount equal to 85% of the Medicare Part A and B premium payments received by the Contractor for the Contract Year.
iv. Actual Medicare Expenditures – an amount equal to the numerator of the Contractor's Medicare MLR.
v. Combined Medicare and Medicaid Revenue – an amount equal to the Medical Component of the Capitation Rate Payment plus the Medical Component of the Medicare Parts A and B Premium Payments.
vi. Combined Medicare and Medicaid Expenditures – an amount equal to the Actual Medical Expenditures plus the Actual Medicare Expenditures.

b. EOHHS shall calculate the following:

i. Medicaid Gains/Losses

To calculate whether the Contractor had Medicaid Gains or Medicaid Losses for the Contract Year, EOHHS shall subtract the Actual Medical Expenditures from the Medical Component of the Capitation Rate. If such difference is equal to an amount greater than zero, such difference shall be the Contractor's Medicaid Gains. If such difference is an amount less than zero, such difference shall be the Contractor's Medicaid Losses. If such amount equals zero, the Contractor shall have neither Medicaid Gains nor Medicaid Losses for the Contract Year.

ii. Combined Gains/Losses

To calculate whether the Contractor had Combined Gains or Combined Losses for the Contract Year, EOHHS shall subtract the Contractor's Combined Medicare and Medicaid Expenditures from the Contractor's Combined Medicare and Medicaid Revenue. If such difference is equal to an amount greater than zero, such difference shall be the Contractor's Combined Gains. If such difference is an amount less than zero, such difference shall be the Contractor's Combined Losses. If such amount equals zero, the Contractor shall have neither Combined Gains nor Combined Losses for the Contract Year.

2. **Shared Medicaid Gains**

   a. If the absolute value of the Medicaid Gains is greater than 5% of the Medical Component of the Capitation Rate Payment, and the absolute value of the Combined Gains is greater than 2.5% of the Combined Medicaid and Medicare Revenue, the Contractor and EOHHS shall share Medicaid Gains as follows:

      i. For the absolute value of Medicaid Gains that is less than or equal to 5% of the Medical Component of the Capitation Rate Payment, the Contractor share is 100% and the EOHHS share is 0%.

      ii. For the absolute value of Medicaid Gains that exceed 5% of the Medical Component of the Capitation Rate Payment, the Contractor share is 5% and the EOHHS share is 95%.

   b. The Contractor's shared Medicaid Gains payments to EOHHS shall not exceed the amount that would result in an absolute value of Combined Gains less than or equal to 2.5% of the Combined Medicare and Medicaid Revenue.

3. **Shared Medicaid Losses**

   a. If the absolute value of the Medicaid Losses is greater than 5% of the Medical Component of the Capitation Rate Payment, and the absolute value of the Combined Losses is greater than 2.5% of the Combined Medicare and Medicaid Revenue, the Contractor and EOHHS shall share Medicaid Losses as follows:

      i. For the absolute value of Medicaid Losses that is less than or equal to 5% of the Medical Component of the Capitation Rate Payment, the Contractor share is 100% and the EOHHS share is 0%.

ii. For the absolute value of Medicaid Losses that exceed 5% of the Medical Component of the Capitation Rate Payment, the Contractor share is 5% and the EOHHS share is 95%.

b. EOHHS's shared Medicaid Losses payments to the Contractor shall not exceed the amount that would result in an absolute value of Combined Losses greater than or equal to 2.5% of the Combined Medicare and Medicaid Revenue.

4. **No Shared Medicaid Gains or Medicaid Losses**

EOHHS and the Contractor shall not share Medicaid Gains or Medicaid Losses (i.e., the Contractor's share shall equal 100% and EOHHS' share shall equal 0%) when:

a. The absolute value of Medicaid Gains is less than or equal to 5% of the Medical Component of the Capitation Rate Payment.

b. The absolute value of the Medicaid Gains is greater than 5% of the Medical Component of the Capitation Rate Payment and the absolute value of Combined Gains is less than 2.5% of the Combined Medicare and Medicaid Revenue.

c. The absolute value of the Medicaid Losses is greater than 5% of the Medical Component of the Capitation Rate Payment and the absolute value of the Combined Losses is less than 2.5% of the Combined Medicare and Medicaid Revenue.

d. The absolute value of Medicaid Losses less than or equal to 5% of the Medical Component of the Capitation Rate Payment.

APPENDIX L
Quality Improvement Program Initiatives

1. INTRODUCTION

This appendix describes the requirements for the Performance Improvement Projects and Performance Measures as specified in **Section 2.9** of the Contract.

2. PERFORMANCE IMPROVEMENT CYCLE

The Performance Improvement measurement cycle typically includes a planning/baseline period and up to 2 remeasurement cycles to allow for tracking of improvement gains. For each Performance Improvement cycle, EOHHS will establish a series of Performance Improvement Project domains as well as approve and/or designate measurement and quality improvement activities for each of those domains. The following paragraphs outline upcoming PIP Cycles.

The Senior Care Option Plans are expected to conduct and report on a minimum of 2 Performance Improvement Projects (PIPs). The PIPs must be conducted in accordance with the PIP domains as specified in Appendix L or otherwise be approved by EOHHS. Additionally, all PIPs must be aligned with the performance measures outlined in Exhibit 1 of this Appendix, unless otherwise specified or approved by EOHHS. EOHHS will provide standardized forms for all required reporting activities, including Quality Improvement Plans, PIP Progress Reports, and PIP Annual Reports.

A. QI IMPLEMENATION DETAILS

The following section provides detailed information about the PIP implementation periods, their associated activities and timelines.

i. **Table 1. MA EQR PIP Deliverable and Approximate Event Dates**

Milestone Date	Deliverable or Event
CY24 – January 2024-December 2024	• MassHealth or its designee reviews, validates and approves Baseline Reports (submitted in 2023). • SCOs initiate Interventions. • SCOs update and revise Baseline Reports • SCOs participate in progress calls with EQRO.
CY25 – January 2025-December 2025	• SCOs submit Remeasurement Report to EQRO • MassHealth or its designee reviews, validates and scores Remeasurement Reports. • SCOs continue interventions. • SCOs participate in progress calls with EQRO.

CY26 – January 2026-December 2026	• SCOs conclude interventions. • SCOs submit Closeout Report • MassHealth or its designee reviews, validates, and scores Closeout Reports

B. SCO PIP DOMAIN AREAS

SCOs are required to submit at least two distinct PIPs annually. PIP topics shall be consistent with QI domain areas described in Table 2. In addition to addressing each PIP domain, PIPs will also include a sub-focus on health equity.

Table 2: PIP Domain Areas	
Domain 1: Care Coordination/ Planning – Coordinating and planning care activities and sharing information with all members of patient's care team.	
2024 Project Focus:	• Increasing the person centeredness and member experience with the care planning process. • Increasing the value of the care planning process for providers.
Domain 2: Quality Performance	
2024 Project Focus:	• Improving the performance on at least one low-performing quality measure outlined in Section 4, Exhibit 1 of this Appendix L.

C. DOMAIN MEASURES AND INTERVENTIONS

SCOs shall identify specific measures and interventions within their PIPs that are reflective of the quality performance measures identified in **Exhibit 1 of Appendix L**.

D. SCO REPORTS, SUBMISSIONS, AND TEMPLATES

SCOs will submit to MassHealth or its designee:

- One Planning/Progress report and one Annual/End-of-Year Report during the CY23 Implementation period.

SCOs shall refer to Table 1 (QI Goal Implementation Period and Associated Activities) for reporting timeframes.

SCOs will submit Performance Improvement Reports using the PIP Submission Templates developed and distributed by EOHHS or its designee. PIP Reporting

submissions shall include quantitative and qualitative data as well as specific progress made on each measure, barriers encountered, lessons learned, and planned next steps. For specific instructions on the submission process and detail on the submission templates, SCOs shall refer to guidance to be distributed by MassHealth or its designee.

Reporting on the interventions shall at a minimum include the following items (to be described with greater specificity in the forthcoming Submission Guide Document):

- Rationale for selecting proposed/implemented interventions.
- Description of current interventions.
- Analysis of short-term indicators, HEDIS rates as applicable, data collection procedures and methodology, and interpretation of results.
- Assessment of intervention successes and challenges, and potential intervention modifications for future implementation periods.

Evaluation of PIP Reports: EOHHS or its designee will review PIP Reports using a standardized Evaluation Template. The scoring elements in the Evaluation Template will correspond directly with the elements documented on the reporting templates. Feedback will be provided to the SCOs for each implementation period.

Cultural Competency

Participating SCOs shall design and implement all PIP activities and interventions in a culturally competent manner.

3. Performance Measures

EOHHS has defined performance measures pursuant to **Section 2.9.C.10** of the Contract and reserves the right to modify the list of performance measures as deemed necessary and determined by EOHHS. EOHHS will calculate select measures on behalf of the SCO plans as indicated in **Exhibit 1**. SCO-calculated measures shall be submitted annually to EOHHS. The Contractor shall report measures separately for Dual Eligible and Medicaid only eligible Enrollees. In accordance with the Medicaid Managed Care Rule, the performance measures may be used by EOHHS to publicly report SCO performance. EOHHS reserves the right to withhold reporting of a measure(s) as determined by EOHHS.

4. Quality Assessment and Performance Improvement Plans

In accordance with **section 2.13.B.5** of the Contract, SCOs shall submit to EOHHS a comprehensive quality assurance and performance improvement (QAPI) program plan. The QI plan shall minimally include the PIPs and performance measures referenced in this Appendix.

Exhibit 1: Quality Performance Measures

Measure Name	NQF #	Steward	Domain
1. Adherence to Antipsychotic Medications for Individuals With Schizophrenia (SAA)	1879	HEDIS	Behavioral Health and Substance Use Disorder
2. Advance Care Planning	0326	HEDIS	Medication Management and Care Coordination
3. Antidepressant Medication Management (AMM)	0105	HEDIS	Behavioral Health and Substance Use Disorder
4. Avoidance of Antibiotic Treatment for Acute Bronchitis/Bronchiolitis	058	HEDIS	Overuse/Appropriateness
5. Breast Cancer Screening (BCS)	2372	HEDIS	Screening and Prevention
6. Care for Older Adult (COA) – All sub-measures	0326	HEDIS	Care Coordination & Transitions
7. Colorectal Cancer Screening (COL)	0034	HEDIS	Screening and Prevention
8. Hemoglobin A1c Control for Patients With Diabetes	0059	HEDIS	At Risk Populations
9. Controlling high blood pressure (CBP)	0018	HEDIS	At Risk Populations
10. Follow-Up After Hospitalization for Mental Illness (FUH) – 7 day and 30-day sub-measures	0576	HEDIS	Behavioral Health and Substance Use Disorder
11. Follow-Up After Emergency Department Visit for Mental Illness (FUM) – 7 day and 30-day sub-measures	N/A	HEDIS	Behavioral Health and Substance Use Disorder
12. Follow Up After Emergency Department Visit for Substance Use Disorder (FUA) – 7 day and 30-day sub-measures	2605	HEDIS	Behavioral Health and Substance Use Disorder
13. Influenza immunization	0041	CAHPS	Screening and Prevention
14. Initiation and Engagement of SUD treatment (IET) – Initiation Total and Engagement Total	0004	HEDIS	Behavioral Health and Substance Use Disorder
15. LTSS – Minimizing Length of Institutional Stay [1]	3457	CMS	Community Engagement
16. Osteoporosis Management in Women Who Had a Fracture (OMW)	0053	HEDIS	Screening and Prevention
17. Persistence of Beta-Blocker Treatment after Heart Attack (PBH)	0071	HEDIS	At Risk Populations
18. Pharmacotherapy Management of COPD Exacerbation (PCE)	0549	HEDIS	At Risk Populations
19. Plan All-Cause Readmissions (PCR)	1768	HEDIS	Outcomes

[1] This measure will be calculated by EOHHS beginning with measurement year (MY) 2022.

20. Potentially Harmful Drug-Disease Interactions in Older Adults (DDE)	N/A	HEDIS	At Risk Populations
21. Transitions of Care (TRC) – All sub-measures	N/A	HEDIS	Medication Management and Care Coordination
22. Use of High-Risk Medications in the Older Adults (DAE)	0022	HEDIS	At Risk Populations
23. Use of spirometry testing in the assessment and diagnosis of COPD (SPR)	0577	HEDIS	At Risk Populations
24. Medicare Advantage and Prescription Drug Consumer Assessment of Healthcare Providers and Services (CAHPS). Composite ratings for performance assessment[2] include: a. Care Coordination b. Rating of Health Plan c. Getting Needed Care d. Rating of Health Quality	N/A	CMS	Member Experience

[2] SCO Plans are required to conduct a full CAHPS survey; however, performance will be monitored on the 4 composite ratings identified in measure 18.a-d.