

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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| | | | |
|--|----------------------------|--|----------------------------|
| CONTRACTOR LEGAL NAME: Steward Medicaid Care Network, 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): 111 Huntington Ave., Ste. 1800, Boston, MA, 02199 | | Business Mailing Address: One Ashburton Place, 11 th Fl., Boston, MA 02108 | |
| Contract Manager: John Donlan | Phone: 781-493-7851 | Billing Address (if different): | |
| E-Mail: c/o Dina.Morrill@steward.org | Fax: | Contract Manager: Aditya Mahalingam-Dhingra | Phone: 617-573-1812 |
| Contractor Vendor Code: VC0000854705 | | 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-EHS01-0000009207 | |
| <input type="checkbox"/> NEW CONTRACT | | <input checked="" type="checkbox"/> CONTRACT AMENDMENT | |
| 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) | | Enter Current Contract End Date Prior 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 <i>new</i> 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 Fourth Amended and Restated Primary Care ACO Contract with Steward Medicaid Care Network updates payment and other provisions in the Contract effective January 1, 2022. | | | |
| 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, 2022</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 _____, 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: <u>John Donlan</u> Date: <u>12/20/21</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>John Donlan</u> Print Title: <u>President, Steward Health Care Network</u> | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Amanda Cassel Kraft</u> Date: <u>12/22/21</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Amanda Cassel Kraft</u> Print Title: <u>Assistant Secretary for MassHealth</u> | |

AMENDMENT #1
TO THE
FOURTH 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, 2022, (the Fourth 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, 2022; 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 2.12** as follows:

“Section 2.12 COVID-19 Vaccination Incentive for Enrollees Ages 5-17

The Contractor shall make best efforts to maximize vaccinations of their Enrollees ages 5-17 in accordance with the Department of Public Health guidelines. For Contract Year 2022, the Contractor shall receive a COVID-19 Vaccination Incentive Payment as set forth in **Section 4.2.C**, if by April 15, 2022, either:

- A. The Contractor has a minimum of eighty percent (80%) of Enrollees ages 5-17 residing in certain Massachusetts cities and towns, as further specified by EOHHS, who are fully vaccinated against COVID-19; or
- B. Both:

1. The Contractor has a minimum of fifty percent (50%) of Enrollees ages 5-17 residing in such cities and towns who are fully vaccinated against COVID-19; and
 2. The Contractor has one of the top four highest percentages of Enrollees fully vaccinated among all MassHealth Accountable Care Partnership Plans (“ACPP”), Managed Care Organizations (“MCO”), and Primary Care Accountable Care Organizations (“PCACO”).
- C. For purposes of this section, an Enrollee ages 5-17 shall be considered an Enrollee who is in the Contractor’s plan as of March 15, 2022. An Enrollee who turns age 18 between January 1, 2022, and March 15, 2022, shall still be considered age 17.
- D. For purposes of this section, an Enrollee is considered fully vaccinated if the Enrollee has received all recommended doses of the COVID-19 vaccine regimen for the vaccine administered.”
2. **Section 4, Payment**, is hereby amended by adding a new **Section 4.2.C** as follows:
- “C. COVID-19 Vaccination Incentive Payment for Enrollees Ages 5-17
1. For Contract Year 2022, if the Contractor achieves the vaccination target set forth in **Section 2.12**, EOHHS shall pay the Contractor a vaccination incentive payment of \$500,000.
 2. The COVID-19 Vaccination Incentive Payment shall not be included in the risk sharing arrangement calculations set forth in **Section 4.3**.”
3. **Section 4, Payment**, is hereby amended by deleting the following in **Section 4.3.A**:
- a. In **Section 4.3.A.2**, “, 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,”
 - b. In **Section 4.3.A.3**, “, including those services related to the supplemental specialized inpatient psychiatric services TCOC Benchmark adjustment and related payments or adjustments,”
4. **Section 4, Payment**, is hereby amended by deleting in **Section 4.3.E.2.j** in its entirety replacing it with the following **Section 4.3.E.2.j**:
- “j. [Reserved].”
5. **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 5**

Listed below are the Per Member Per Month (PMPM) TCOC Benchmarks and Administrative Payments for Contract Year 5 (January 1, 2022 through December 31, 2022), 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, 2022 – December 31, 2022

| <u>RC I Adult</u> <u>Effective January 1, 2022 – June 30, 2022</u> | |
|---|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$485.52 |
| Greater Boston | \$510.27 |
| Southern | \$525.30 |
| Central | \$445.52 |
| Western | \$432.94 |

| <u>RC I Child</u> <u>Effective January 1, 2022 – June 30, 2022</u> | |
|---|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$210.09 |
| Greater Boston | \$222.32 |
| Southern | \$204.96 |
| Central | \$199.08 |
| Western | \$198.13 |

| <u>RC II Adult</u> <u>Effective January 1, 2022 – June 30, 2022</u> | |
|--|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$1,826.35 |
| Greater Boston | \$1,978.49 |
| Southern | \$1,995.29 |
| Central | \$1,782.04 |
| Western | \$1,561.46 |

| <u>RC II Child</u> <u>Effective January 1, 2022 – June 30, 2022</u> | |
|--|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$922.54 |
| Greater Boston | \$966.75 |
| Southern | \$855.05 |
| Central | \$900.39 |
| Western | \$650.56 |

| <u>RC IX</u> <u>Effective January 1, 2022 – June 30, 2022</u> | |
|--|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$588.94 |
| Greater Boston | \$578.40 |
| Southern | \$647.94 |
| Central | \$585.67 |
| Western | \$530.88 |

| <u>RC X</u> <u>Effective January 1, 2022 – June 30, 2022</u> | |
|---|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$1,840.49 |
| Greater Boston | \$1,819.23 |
| Southern | \$1,869.31 |
| Central | \$1,790.95 |
| Western | \$1,577.54 |

| <u>RC I Adult</u> <u>Effective July 1, 2022 – December 31, 2022</u> | |
|--|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$480.00 |
| Greater Boston | \$505.67 |
| Southern | \$519.00 |
| Central | \$440.54 |
| Western | \$427.54 |

| <u>RC I Child</u> <u>Effective July 1, 2022 – December 31, 2022</u> | |
|--|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$205.99 |
| Greater Boston | \$219.08 |
| Southern | \$201.10 |
| Central | \$195.58 |
| Western | \$194.19 |

| <u>RC II Adult</u> <u>Effective July 1, 2022 – December 31, 2022</u> | |
|---|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$1,798.34 |
| Greater Boston | \$1,954.15 |
| Southern | \$1,968.73 |
| Central | \$1,757.88 |
| Western | \$1,539.58 |

| <u>RC II Child</u> | |
|--|------------------------------|
| <u>Effective July 1, 2022 – December 31, 2022</u> | |
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$906.62 |
| Greater Boston | \$953.20 |
| Southern | \$840.60 |
| Central | \$886.34 |
| Western | \$638.69 |

| <u>RC IX</u> | |
|--|------------------------------|
| <u>Effective July 1, 2022 – December 31, 2022</u> | |
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$580.49 |
| Greater Boston | \$569.69 |
| Southern | \$637.90 |
| Central | \$576.81 |
| Western | \$521.34 |

| <u>RC X</u> | |
|--|------------------------------|
| <u>Effective July 1, 2022 – December 31, 2022</u> | |
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$1,810.89 |
| Greater Boston | \$1,787.03 |
| Southern | \$1,832.61 |
| Central | \$1,760.09 |
| Western | \$1,544.94 |

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

| ACO Administrative Payments | | | | | | |
|--|--------------------------|--------------------------|---------------------------|---------------------------|---------------------|--------------------|
| Effective January 1, 2022 – December 31, 2022 | | | | | | |
| <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 | \$12.54 | \$10.80 | \$30.62 | \$25.81 | \$12.59 | \$25.70 |
| Greater Boston | \$12.31 | \$10.63 | \$30.52 | \$29.07 | \$12.36 | \$25.23 |
| Southern | \$12.82 | \$10.33 | \$30.36 | \$24.18 | \$12.90 | \$25.17 |
| Central | \$11.82 | \$10.62 | \$29.25 | \$26.23 | \$13.14 | \$26.30 |
| Western | \$11.41 | \$10.28 | \$24.77 | \$19.66 | \$11.86 | \$22.13 |

EXHIBIT 2
STOP-LOSS ATTACHMENT POINT
Contract Year 5

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 5

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% | ✓ |
| 2% | X |

EXHIBIT 4
RISK TRACK SELECTION
Contract Year 5

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 | X |
| Risk Track 2 – Full Accountability | ✓ |

**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.

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

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.

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

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% |