COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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(and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS					
Legal Address: (W-9, W-4): 1900 North Pearl St., St	uite 2400 Dallas TX 75201	Business Mailing Address: One Ashburton Place, 11th Fl., Boston, MA 02108				
Contract Manager: Jennie Vital	Phone: 617-309-0495	Billing Address (if				
E-Mail: jennie.vital@steward.org	Fax:		: Alejandro Garcia Davalos	Phone: 617-838-3344		
Contractor Vendor Code: VC0000854705			.GarciaDavalos@mass.gov	Fax:		
Vendor Code Address ID (e.g., "AD001"): AD001.		MMARS Doc ID(s):				
(Note: The Address ID must be set up for EFT pay	ments.)	RFR/Procurement or Other ID Number: BD-22-1039-EHS01-ASHWA-71410				
The second secon		KFK/Floculement				
□ NEW CONTRA		☑ CONTRACT AMEND				
PROCUREMENT OR EXCEPTION TYPE: (Check		Enter Current Contract End Date <u>Prior</u> to Amendment: <u>December 31, 2027.</u> Enter Amendment Amount: \$ no change. (or "no change")				
☐ Statewide Contract (OSD or an OSD-designate ☐ Collective Purchase (Attach OSD approval, sco			E: (Check one option only. Attach			
☐ Department Procurement (includes all Grants -			Date, Scope or Budget (Attach upda			
Notice or RFR, and Response or other procure	ment supporting documentation)		et (Attach justification for Interim Cont			
Emergency Contract (Attach justification for em			byee (Attach any updates to scope or			
☐ Contract Employee (Attach Employment Status ☐ Other Procurement Exception (Attach authorize			nent Exception (Attach authorizing la			
specific exemption or earmark, and exception just		scope and budget)				
The Standard Contract Form Instructions and C		llowing Commonwe	alth Terms and Conditions docume	ent are incorporated by		
reference into this Contract and are legally bind	ing: (Check ONE option): Comm	nonwealth Terms and	Conditions Commonwealth Terms	s and Conditions For Human and		
Social Services Commonwealth IT Terms and C						
COMPENSATION: (Check ONE option): The Depa	rtment certifies that payments for aut	thorized performance	accepted in accordance with the term	ns of this Contract will be		
supported in the state accounting system by sufficient Rate Contract. (No Maximum Obligation) Attack	th details of all rates, units, calculation	ns. conditions or term	is to intercept for Commonwealth owe	are being amended)		
☐ Maximum Obligation Contract. Enter total ma						
PROMPT PAYMENT DISCOUNTS (PPD): Comm						
identify a PPD as follows: Payment issued within	10 days% PPD; Payment iss	ued within 15 days	% PPD; Payment issued within	20 days % PPD: Payment		
issued within 30 days% PPD. If PPD perce	entages are left blank, identify reason	n: agree to stand	ard 45 day cycle statutory/legal or	Ready Payments (M.G.L. c. 29, §		
23A); □ only initial payment (subsequent payment	s scheduled to support standard EFT	45 day payment cyc	ele. See Prompt Pay Discounts Policy			
BRIEF DESCRIPTION OF CONTRACT PERFORM of performance or what is being amended for a Cor	IANCE or REASON FOR AMENDM	ENT: (Enter the Conting documentation a	tract title, purpose, fiscal year(s) and a	a detailed description of the scope		
This Amendment 1 to the First Amended and Re	stated Contract with Steward Medic	caid Care Network. In	c. for its Primary Care ACO deletes a	and replaces Appendices Land I		
effective January 1, 2024.			and the filling of the file of	nd replaces Appendices I and 3		
ANTICIPATED START DATE: (Complete ONE op				t Contract obligations:		
☐ 1. may be incurred as of the Effective Date (late						
3. were incurred as of, a date F	'RIOR to the Effective Date below, a	nd the parties agree	that payments for any obligations incu	urred prior to the Effective Date are		
authorized to be made either as settlement parare attached and incorporated into this Contra	iments or as authorized reimbursem ct. Acceptance of payments forever	ent payments, and the releases the Commo	hat the details and circumstances of a	Il obligations under this Contract		
CONTRACT END DATE: Contract performance s						
amended, provided that the terms of this Contract	and performance expectations and	obligations shall sur	live its termination for the purpose of	f recolving any claim or dianute for		
completing any negotiated terms and warranties, to	allow any close out or transition per	formance, reporting,	invoicing or final payments, or during	any lapse between amendments.		
CERTIFICATIONS: Notwithstanding verbal or other	er 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 s	signatory of the Contractor, the Dena	riment or a later Co	ntract or Amendment Start Date ence	offined above authings to		
approvals. The Contractor certifies that they have certifications required under the Standard Contract	FUITH INSTRUCTIONS and Contractor Ce	milications under the	naine and nanaltipe of norium, and for	elbor agrees to annuide		
ancumentation upon request to support compilance.	, and adrees that all terms doverning i	performance of this (Ontract and doing business in Massas	hunotto are attached astaches		
hy reference netern according to the following filers	alchy of document precedence, the a	applicable Commony	realth Terms and Conditions this Cto	andord Contract Fam. th. Ot		
Contract Form Instructions and Contractor Certific Department as unacceptable, and additional negotions are the process outlined.	aleu leims, provided mai additional i	reconated terms will	take precedence over the relevant to	me in the DED and the O		
Response only it made using the process outlined it	n 801 CMR 21.07, incorporated here	ein, provided that any	amended RFR or Response terms r	esult in best value, lower costs, or a		
more cost effective Contract.						
AUTHORIZING SIGNATURE FOR THE CONTRAC	AUTHORIZING	SIGNATURE FOR THE COMMONW	EALTH:			
X: Joy Sa. Wandre. Too		X: Mile Line	ature and Date Must Be Captured	Date: 12/19/2023		
(Signature and Date Must Be Captured	At Time of Signature)	(Sign	nature and Date Must Be Captured	At Time of Signature)		
Print Name: Joseph Weinstein, MD		Print Name:	Mike Levine			
Print Title: President		Print Title:	Assistant Secretary for MassHea	ith .		

AMENDMENT #1

TO THE

FIRST AMENDED AND RESTATED

PRIMARY CARE ACCOUNTABLE CARE ORGANIZATION CONTRACT FOR THE

MASSHEALTH ACCOUNTABLE CARE ORGANIZATION PROGRAM

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

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

WHEREAS, in accordance with Section 5.12 of the Contract, EOHHS and the Contractor desire to amend the Contract effective January 1, 2024; and

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

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

- 1. **Appendix I, TCOC Benchmarks**, is hereby deleted and replaced with the attached **Appendix I**.
- 2. Appendix J, Sub-Capitation Program Rates for Primary Care Entities, is hereby deleted and replaced with the attached Appendix J.

APPENDIX I TCOC BENCHMARKS

EXHIBIT 1 TCOC BENCHMARKS AND ADMINISTRATIVE PAYMENTS Contract Year 2

Listed below are the Per Member Per Month (PMPM) TCOC Benchmarks and Administrative Payments and Primary Care Sub-Capitation Payments (together "PCACO Payments") for Contract Year 2 (January 1, 2024, through December 31, 2024), subject to state appropriation and all necessary federal approvals.

TCOC Benchmarks do not include EOHHS adjustments described in **Sections 4.5.D** of the Contract.

Exhibit 1.1: ACO TCOC Benchmarks (per member per month) effective January 1, 2024 – December 31, 2024

RC I Adult Effective January 1, 2024 – December 31, 2024			
REGION TCOC BENCHMARK			
Northern	\$590.39		
Greater Boston	\$654.23		
Southern	\$648.71		
Central	\$619.76		
Western	\$570.09		

RC I Child Effective January 1, 2024 – December 31, 2024			
REGION TCOC BENCHMARK			
Northern	\$252.55		
Greater Boston	\$273.62		
Southern	\$266.22		
Central	\$261.63		
Western	\$278.85		

RC II Adult Effective January 1, 2024 – December 31, 2024				
REGION TCOC BENCHMARK				
Northern	\$1,996.22			
Greater Boston	\$2,193.93			
Southern	\$2,123.12			
Central	\$1,983.47			
Western	\$1,722.94			

RC II Child Effective January 1, 2024 – December 31, 2024				
REGION TCOC BENCHMARK				
Northern	\$1,199.82			
Greater Boston	\$1,293.27			
Southern	\$1,094.89			
Central	\$1,156.58			
Western	\$972.97			

RC IX Effective January 1, 2024 – December 31, 2024				
REGION TCOC BENCHMARK				
Northern	\$634.04			
Greater Boston	\$626.55			
Southern	\$715.18			
Central	\$677.71			
Western	\$622.58			

RC X Effective January 1, 2024 – December 31, 2024				
REGION TCOC BENCHMARK				
Northern	\$2,101.74			
Greater Boston	\$2,315.59			
Southern	\$2,132.90			
Central	\$1,963.76			
Western	\$1,602.55			

Exhibit 1.2: PCACO Payments (per member per month) effective January 1, 2024 – December 31, 2024

	Primary Care Sub-Capitation Payments Effective January 1, 2024 – December 31, 2024						
REGION	RC I Adult	RC I Child	RC II Adult	RC II Child	RC IX	RC X	
Northern	\$28.81	\$39.36	\$41.98	\$38.65	\$28.81	\$41.98	
Greater Boston	\$41.00	\$55.18	\$58.57	\$54.58	\$41.00	\$58.57	
Southern	\$26.94	\$40.23	\$42.30	\$38.38	\$26.94	\$42.30	
Central	\$21.47	\$33.55	\$33.22	\$33.98	\$21.47	\$33.22	
Western	\$25.22	\$39.07	\$38.32	\$39.64	\$25.22	\$38.32	

	ACO Administrative Payments for Risk Track 1 Effective January 1, 2024 – December 31, 2024						
REGION	RC I Adult	RC I Child	RC II Adult	RC II Child	<u>RC IX</u>	RC X	
Northern	\$31.15	\$27.04	\$60.79	\$58.57	\$31.85	\$64.88	
Greater Boston	\$32.08	\$27.73	\$66.04	\$68.39	\$31.75	\$71.14	
Southern	\$32.13	\$27.20	\$63.55	\$55.23	\$33.56	\$65.46	
Central	\$31.50	\$26.90	\$60.67	\$58.39	\$32.69	\$62.32	
Western	\$30.38	\$27.25	\$53.97	\$49.01	\$31.32	\$51.75	

	ACO Administrative Payments for Risk Track 2 Effective January 1, 2024 – December 31, 2024						
REGION	RC I Adult	RC I Child	RC II Adult	RC II Child	<u>RC IX</u>	<u>RC X</u>	
Northern	\$30.50	\$26.75	\$58.68	\$57.34	\$31.15	\$62.67	
Greater Boston	\$31.37	\$27.42	\$63.74	\$67.07	\$31.07	\$68.71	
Southern	\$31.41	\$26.89	\$61.31	\$54.10	\$32.77	\$63.20	
Central	\$30.82	\$26.60	\$58.58	\$57.20	\$31.95	\$60.24	
Western	\$29.75	\$26.93	\$52.14	\$48.01	\$30.63	\$50.05	

Steward Medicaid Care Network

	ACO Administrative Payments for Risk Track 3 Effective January 1, 2024 – December 31, 2024						
REGION	RC I Adult	RC I Child	RC II Adult	RC II Child	RC IX	RC X	
Northern	\$29.84	\$26.45	\$56.58	\$56.11	\$30.46	\$60.46	
Greater Boston	\$30.67	\$27.12	\$61.45	\$65.75	\$30.39	\$66.29	
Southern	\$30.70	\$26.58	\$59.07	\$52.98	\$31.99	\$60.95	
Central	\$30.14	\$26.30	\$56.49	\$56.01	\$31.21	\$58.17	
Western	\$29.11	\$26.61	\$50.32	\$47.01	\$29.95	\$48.36	

EXHIBIT 2 STOP-LOSS ATTACHMENT POINT Contract Year 2

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

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

EXHIBIT 3 MINIMUM SAVINGS AND LOSSES THRESHOLD SELECTION Contract Year 2

The table below indicates the Contractor's selected minimum savings and losses threshold as described in **Section 4.5.C** for the Contract Year.

Minimum Savings and Losses Rate	Minimum Savings and Losses Rate Selection ✓= Selected; X = Not Selected
1%	
2%	

EXHIBIT 4 RISK TRACK SELECTION Contract Year 2

The table below indicates the Contractor's selected Risk Track as described in **Section 4.5.C** for the Contract Year.

Risk Track	Risk Track Selection ✓ = Selected; X = Not Selected
Risk Track 1 – Full Accountability	
Risk Track 2 – Shared Accountability	
Risk Track 3 – Narrow Accountability	

EXHIBIT 5 RISK SHARING ARRANGEMENTS

Market-Wide Risk Sharing Arrangement ("Market Corridor")

1. Gain on the Market Corridor

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

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

2. Loss on the Market Corridor

Loss	MassHealth Share	Market Share	
Absolute value of the Loss less than or equal to 0.75%	00/	4.000/	
of the Market Revenue	0%	100%	
Absolute value of the Loss greater than 0.75% of the	95%	Γ0/	
Market Revenue	95%	5%	

TCOC Shared Savings/Shared Losses (Plan Corridor)

Risk Track 1 - Full Accountability

If the Contractor selects Risk Track 1 – Full Accountability as set forth in **Section 4.5**, the Contractor's Shared Savings payment or Shared Losses payment shall be as follows:

Savings	MassHealth Share	Contractor Share
Absolute value of savings less than or equal to 5% of the TCOC Benchmark	0%	100%
Absolute value of savings greater than 5% of the TCOC Benchmark	95%	5%

Losses	MassHealth Share	Contractor Share
Absolute value of losses with an absolute value less than or equal to 5% of TCOC Benchmark	0%	100%
Absolute value of losses with an absolute value greater than 5% of the TCOC Benchmark	95%	5%

If the Contractor selects Risk Track 2 – Shared Accountability as set forth in in **Section 4.5**, the Contractor's Shared Savings payment or Shared Losses payment shall be as follows:

Savings	MassHealth Share	Contractor Share
Absolute value of savings less than or equal to 5% of the TCOC Benchmark	30%	70%
Absolute value of savings greater than 5% of the TCOC Benchmark	95%	5%

Losses	MassHealth Share	Contractor Share
Absolute value of losses with an absolute value less than or equal to 5% of TCOC Benchmark	30%	70%
Absolute value of losses with an absolute value greater than 5% of the TCOC Benchmark	95%	5%

Risk Track 3 - Narrow Accountability

If the Contractor selects Risk Track 3 – Narrow Accountability as set forth in **Section 4.5**, the Contractor's Shared Savings payment or Shared Losses payment shall be as follows:

Savings	MassHealth Share	Contractor Share
Absolute value of savings less than or equal to 3% of the TCOC Benchmark	40%	60%
Absolute value of savings greater than 3% and less than or equal to 5% of the TCOC Benchmark	65%	35%
Absolute value of savings with an absolute value greater than 5% of the TCOC Benchmark	95%	5%

Losses	MassHealth Share	Contractor Share
Absolute value of losses with an absolute value less than or equal to 3% of TCOC Benchmark	40%	60%
Absolute value of losses greater than 3% and less than or equal to 5% of the TCOC Benchmark	65%	35%
Absolute value of losses with an absolute value greater than 5% of the TCOC Benchmark	95%	5%

APPENDIX J

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

Listed below are the Per Member Per Month (PMPM) Primary Care Entity (PCE) Primary Care Sub-Capitation Rates, developed by EOHHS, for Contract Year 2 (January 1, 2024, through December 31, 2024) (also referred to as Rate Year 2024 or RY24). The table below sets forth PMPM amounts by PCE, across all Regions and Rating Categories. Please refer to **Section 2.14.A.1.h** for information on how the Contractor shall pay each PCE during the Contract Year.

PCE-specific Primary Care Sub-Capitation Rates			
	January 1, 2024 – Dec	ember 31, 2024 (RY24)	
PCE (as defined by EOHHS)	PCE SUB-CAPITATION RATE COMPONENT: BASE SUB- CAPITATION RATE	PCE SUB-CAPITATION RATE COMPONENT: TIER ENHANCED PAYMENT	TOTAL PCE SUB- CAPITATION RATE (see Section 2.14.A.1.h)
	(per member per month)	(per member per month)	(per member per month)
XXXXX2299	\$ 25.02	\$ 5.18	\$ 30.20
XXXXX2163	\$ 17.65	\$ 4.23	\$ 21.88
XXXXX5320	\$ 19.48	\$ 4.16	\$ 23.64
XXXXX4098	\$ 17.02	\$ 4.26	\$ 21.28
XXXXX5949	\$ 25.33	\$ 4.17	\$ 29.50
XXXXX7627	\$ 31.83	\$ 13.40	\$ 45.23
XXXXX9517	\$ 52.12	\$ 11.61	\$ 63.73
XXXXX2637	\$ 32.32	\$ 5.13	\$ 37.45
XXXXX0173	\$ 28.63	\$ 13.19	\$ 41.82
XXXXX2365	\$ 21.90	\$ 4.35	\$ 26.25
XXXXX0066	\$ 22.58	\$ 4.16	\$ 26.74
XXXXX0059	\$ 26.42	\$ 4.25	\$ 30.67
XXXXX3314	\$ 23.02	\$ 4.20	\$ 27.22
XXXXX5401	\$ 24.30	\$ 4.17	\$ 28.47
XXXXX3890	\$ 30.55	\$ 13.40	\$ 43.95
XXXXX6457	\$ 26.24	\$ 5.15	\$ 31.39

PCE-specific Primary Care Sub-Capitation Rates January 1, 2024 – December 31, 2024 (RY24) PCE SUB-CAPITATION **PCE SUB-CAPITATION TOTAL PCE SUB-RATE COMPONENT:** RATE COMPONENT: **CAPITATION RATE BASE SUB-TIER ENHANCED** (see Section PCE (as defined by **CAPITATION RATE PAYMENT** 2.14.A.1.h) EOHHS) (per member per (per member per (per member per month) month) month) XXXXX4401 \$ 18.31 \$ 4.47 \$ 22.78 **XXXXX0936** \$ 21.11 \$ 5.17 \$ 26.28 **XXXXX6529** \$ 26.92 \$ 10.58 \$ 37.50 **XXXXX8315** \$ 19.73 \$ 4.30 \$ 24.03 XXXXX6112 \$ 41.11 \$ 5.15 \$ 46.26 **XXXXX5594** \$ 17.90 \$ 4.25 \$ 22.15 **XXXXX8404** \$ 19.27 \$ 4.28 \$ 23.55 XXXXX2701 \$ 20.45 \$ 6.52 \$ 26.97 \$ 22.74 **XXXXX0680** \$ 18.51 \$ 4.23 **XXXXX1275** \$ 13.64 \$ 4.38 \$ 18.02 \$ 4.27 **XXXXX3416** \$ 18.55 \$ 22.82 **XXXXX7594** \$ 25.92 \$ 4.25 \$ 30.17 **XXXXX7824** \$ 37.62 \$ 5.15 \$ 42.77 \$ 39.34 \$ 5.17 \$ 44.51 XXXXX0666 \$ 4.20 **XXXXX2532** \$ 18.47 \$ 22.67 **XXXXX0723** \$ 19.68 \$ 4.21 \$ 23.89 \$ 4.26 **XXXXX4352** \$ 17.16 \$ 21.42 **XXXXX0786** \$ 13.45 \$ 4.29 \$ 17.74 **XXXXX0987** \$ 30.49 \$ 4.47 \$ 34.96 **XXXXX8397** \$ 20.70 \$ 4.19 \$ 24.89 \$ 39.19 **XXXXX2208** \$ 28.69 \$ 10.50 **XXXXX1636** \$ 19.46 \$ 4.33 \$ 23.79 **XXXXX8253** \$ 19.68 \$ 4.37 \$ 24.05 **XXXXX3249** \$ 19.35 \$ 4.22 \$ 23.57 \$ 4.18 \$ 25.95 **XXXXX7790** \$ 21.77 \$ 48.45 \$ 4.19 \$ 52.64 **XXXXX3667**

PCE-specific Primary Care Sub-Capitation Rates				
	January 1, 2024 – December 31, 2024 (RY24)			
PCE (as defined by EOHHS)	PCE SUB-CAPITATION RATE COMPONENT: BASE SUB- CAPITATION RATE	PCE SUB-CAPITATION RATE COMPONENT: TIER ENHANCED PAYMENT	TOTAL PCE SUB- CAPITATION RATE (see Section 2.14.A.1.h)	
	(per member per month)	(per member per month)	(per member per month)	
XXXXX8057	\$ 18.63	\$ 4.25	\$ 22.88	
XXXXX7455	\$ 21.81	\$ 7.13	\$ 28.94	
XXXXX9979	\$ 31.01	\$ 4.25	\$ 35.26	
XXXXX6535	\$ 24.96	\$ 5.13	\$ 30.09	
XXXXX0985	\$ 10.98	\$ 4.20	\$ 15.18	
XXXXX6756	\$ 24.96	\$ 4.19	\$ 29.15	
XXXXX7036	\$ 17.95	\$ 4.24	\$ 22.19	
XXXXX7791	\$ 18.22	\$ 4.41	\$ 22.63	
XXXXX9047	\$ 17.26	\$ 4.22	\$ 21.48	
XXXXX9860	\$ 28.35	\$ 4.18	\$ 32.53	
XXXXX5046	\$ 13.72	\$ 4.18	\$ 17.90	
XXXXX3617	\$ 22.43	\$ 4.42	\$ 26.85	
XXXXX5546	\$ 16.75	\$ 4.27	\$ 21.02	
XXXXX8823	\$ 45.31	\$ 4.19	\$ 49.50	
XXXXX5923	\$ 25.96	\$ 4.20	\$ 30.16	
XXXXX5631	\$ 34.06	\$ 4.19	\$ 38.25	
XXXXX4471	\$ 29.31	\$ 4.19	\$ 33.50	
XXXXX0251	\$ 40.33	\$ 5.16	\$ 45.49	