## 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 <u>Standard Contract Form Instructions and Contractor Certifications</u>, the <u>Commonwealth Terms and Conditions for Human and Social Services</u> or the <u>Commonwealth IT Terms and Conditions</u> 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.maccomptroller.org/forms. Forms are also nosted at OSD Forms: https://www.maccomptroller.org/forms.

CONTRACTOR LEGAL NAME TO 11 10 5 10 5	osted at OSD Forms: https://www.	maco:govillotoroca formo.		
CONTRACTOR LEGAL NAME: Tufts Health Public Plans, Inc.		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services		
(and d/b/a):		MMARS Department Code: EHS		
Legal Address: (W-9, W-4): 1 Wellness Way, Canton, MA, 02021		Business Mailing Address: One Ashburton Place, 11th Fl., Boston, MA 02108		
			,	
E-Mail: Ashley.Hague@point32health.org	Fax:	Billing Address (if different):  Contract Manager: Alejandro Garcia Davalos	Phone: 617-838-3344	
Contractor Vendor Code: VC0000577707		E-Mail: Alejandro.E.GarciaDavalos@mass.gov	Fax:	
Vendor Code Address ID (e.g., "AD001"): AD002.		MMARS Doc ID(s): N/A	1	
(Note: The Address ID must be set up for EFT paym	ients.)	RFR/Procurement or Other ID Number: BD-22-1039-E	HS01-ASHWA-71410	
□ NEW CONTRAC	`T	□ CONTRACT AMENDMENT		
□ NEW CONTRAC				
PROCUREMENT OR EXCEPTION TYPE: (Check or	ne option only)	Enter Current Contract End Date <u>Prior</u> to Amendment:		
☐ Statewide Contract (OSD or an OSD-designated	' '	Enter Amendment Amount: \$ no change. (or "no chang	•	
☐ Collective Purchase (Attach OSD approval, scope	. 0 ,	AMENDMENT TYPE: (Check one option only. Attach	• ,	
□ Department Procurement (includes all Grants - 8		☑ Amendment to Date, Scope or Budget (Attach upda		
Notice or RFR, and Response or other procuremed Emergency Contract (Attach justification for emergency Contract)	, ,	☐ Interim Contract (Attach justification for Interim Cont		
☐ Contract Employee (Attach Employment Status F		☐ Contract Employee (Attach any updates to scope or	budget)	
☐ Other Procurement Exception (Attach authorizing	,	☐ Other Procurement Exception (Attach authorizing la	anguage/justification and updated	
specific exemption or earmark, and exception justif		scope and budget)		
The Standard Contract Form Instructions and Con	tractor Certifications and the fo	llowing Commonwealth Terms and Conditions docume	ent are incorporated by	
reference into this Contract and are legally binding	g: (Check ONE option): 🗵 Comm	nonwealth Terms and Conditions   Commonwealth Terms	s and Conditions For Human and	
Social Services  Commonwealth IT Terms and Con	<u>iditions</u>			
COMPENSATION: (Check ONE option): The Departm	nent certifies that payments for au	thorized performance accepted in accordance with the term	ns of this Contract will be	
supported in the state accounting system by sufficient	appropriations or other non-appro	opriated funds, subject to intercept for Commonwealth owe	d debts under <u>815 CMR 9.00</u> .	
☑ Rate Contract. (No Maximum Obligation) Attach (	details of all rates, units, calculation	ons, conditions or terms and any changes if rates or terms a	are being amended.)	
☐ Maximum Obligation Contract. Enter total maxir	num obligation for total duration of	f this contract (or <b>new</b> total if Contract is being amended).	\$ <u></u>	
PROMPT PAYMENT DISCOUNTS (PPD): Common	wealth payments are issued thro	ough EFT 45 days from invoice receipt. Contractors reque	esting accelerated payments must	
		within 15 days % PPD; Payment issued within 20 days		
	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				
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.)				
	of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
	1 Public Plans, Inc., for its Account	This Amendment 1A to the Contract with Tufts Health Public Plans, Inc., for its Accountable Care Partnership Plan with Cambridge Health Alliance, replaces Appendix D, Paymen		
	effective April 1, 2023.			
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 <u><b>no</b></u> obli	gations have been incurred <u>prior</u> to the Effective Date.	it Contract obligations:	
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#### **AMENDMENT #1A**

#### TO THE

#### ACCOUNTABLE CARE PARTNERSHIP PLAN CONTRACT

#### FOR THE

#### MASSHEALTH ACCOUNTABLE CARE ORGANIZATION PROGRAM

WHEREAS, the Executive Office of Health and Human Services ("EOHHS") and the Contractor identified in Appendix R ("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 amended the Contract effective April 1, 2023, through Amendment #1;

WHEREAS, in accordance with Section 5.9 of the Contract, EOHHS and the Contractor desire to further amend the Contract effective April 1, 2023, and

WHEREAS, EOHHS and the Contractor agree that the terms stated herein are subject to the approval 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 D, Payment,** is hereby deleted and replaced with the attached **Appendix D**.

# APPENDIX D PAYMENT

# EXHIBIT 1 BASE CAPITATION RATES AND ADD-ONS Rate Year 2023

Listed below are the Per Member Per Month (PMPM) Base Capitation Rates for Rate Year 2023 (April 1, 2023, through December 31, 2023) (also referred to as RY23), subject to state appropriation and all necessary federal approvals.

Base Capitation Rates do not include EOHHS adjustments described in Section 4.3 of the Contract.

In addition to the Base Capitation Rates tables below, additional tables include the add-on for the Contract Year, for ABA Services as described in **Section 4.5.E**, for High Cost Drugs as described in **Section 4.5.F** and for SUD Risk Sharing Services as described in **Section 4.5.G**. The add-on for High Cost Drugs, ABA Services and SUD Risk Sharing Services are the same for all Regions and will be added to the Risk Adjusted Capitation Rates as defined in **Section 4.2.E**.

ACPP Base Capitation Rates / RC I Adult				
Effe	ective April 1, 2023	3 – December 31, 2023 (	RY23)	
REGION	CORE MEDICAL COMPONENT	ADMINISTRATIVE COMPONENT	TOTAL BASE CAPITATION RATE	
	(per member per month)	(per member per month)	(per member per month)	
Northern	\$610.75	\$45.62	\$656.37	
<b>Greater Boston</b>	\$620.48	\$46.78	\$667.26	
Southern	\$653.65	\$47.25	\$700.90	
Central	\$604.04	\$46.51	\$650.55	
Western	\$559.39	\$45.00	\$604.39	

ACPP Base Capitation Rates / RC I Child					
Effe	<b>Effective April 1, 2023 – December 31, 2023 (RY23)</b>				
REGION	CORE MEDICAL COMPONENT	ADMINISTRATIVE COMPONENT	TOTAL BASE CAPITATION RATE		
	(per member per month)	(per member per month)	(per member per month)		
Northern	\$274.16	\$33.07	\$307.23		
<b>Greater Boston</b>	\$279.94	\$34.37	\$314.31		
Southern	\$286.81	\$34.00	\$320.81		
Central	\$287.61	\$33.61	\$321.22		
Western	\$295.90	\$34.53	\$330.43		

<b>ACPP Base Capitation Rates / RC II Adult</b>					
<u>Effe</u>	<b>Effective April 1, 2023 – December 31, 2023 (RY23)</b>				
<u>REGION</u>	CORE MEDICAL COMPONENT  ADMINISTRATIVE COMPONENT		TOTAL BASE CAPITATION RATE		
	(per member per month)	(per member per month)	(per member per month)		
Northern	\$2,085.56	\$105.81	\$2,191.37		
<b>Greater Boston</b>	\$2,203.06	\$113.59	\$2,316.65		
Southern \$2,161.40 \$107.85 \$2,269.25					
Central	\$2,036.89	\$105.89	\$2,142.78		
Western	\$1,777.56	\$95.15	\$1,872.71		

ACPP Base Capitation Rates / RC II Child					
Effe	Effective April 1, 2023 – December 31, 2023 (RY23)				
REGION	CORE MEDICAL COMPONENTADMINISTRATIVE COMPONENTTOTAL BASE CAPITATION RATE				
	(per member per month)	(per member per month)	(per member per month)		
Northern	\$1,254.03	\$96.95	\$1,350.98		
<b>Greater Boston</b>	\$1,256.27	\$104.49	\$1,360.76		
Southern	\$1,166.86	\$94.77	\$1,261.63		
Central	\$1,067.76	\$88.19	\$1,155.95		
Western	\$897.81	\$76.81	\$974.62		

ACPP Base Capitation Rates / RC IX					
Effe	Effective April 1, 2023 – December 31, 2023 (RY23)				
REGION	CORE MEDICAL COMPONENTADMINISTRATIVE COMPONENTTOTAL BASE CAPITATION RATE				
	(per member per month)	(per member per month)	(per member per month)		
Northern	\$669.89	\$47.41	\$717.30		
<b>Greater Boston</b>	\$654.44	\$47.70	\$702.14		
Southern	\$744.06	\$50.77	\$794.83		
Central	\$702.81	\$49.38	\$752.19		
Western	\$650.58	\$47.72	\$698.30		

ACPP Base Capitation Rates / RC X					
Effe	Effective April 1, 2023 – December 31, 2023 (RY23)				
REGION	CORE MEDICAL COMPONENT	ADMINISTRATIVE COMPONENT	TOTAL BASE CAPITATION RATE		
	(per member per month)	(per member per month)	(per member per month)		
Northern	\$2,121.98	\$104.57	\$2,226.55		
<b>Greater Boston</b>	\$2,218.18	\$110.72	\$2,328.90		
Southern	\$1,975.53	\$100.12	\$2,075.65		
Central	\$1,849.86	\$95.88	\$1,945.74		
Western	\$1,550.42	\$85.73	\$1,636.15		

### <u>High Cost Drug Add-On to Risk Adjusted Capitation Rates</u> <u>Effective April 1, 2023 – December 31, 2023 (RY23)</u>

High Co	High Cost Drug Add-On to Risk Adjusted Capitation Rates PMPM				РМРМ
REGION	Northern	Greater Boston	Southern	Central	Western
RC I Adult	\$5.93	\$3.28	\$1.69	\$5.45	\$0.41
RC I Child	\$6.02	\$6.05	\$3.86	\$2.71	\$2.69
RC II Adult	\$18.15	\$11.30	\$16.76	\$62.89	\$22.08
RC II Child	\$64.51	\$133.30	\$21.26	\$116.34	\$29.65
RC IX	\$6.52	\$9.15	\$5.31	\$15.12	\$4.84
RC X	\$2.95	\$4.13	\$4.61	\$1.51	\$1.52

# ABA Add-On to Risk Adjusted Capitation Rates Effective April 1, 2023 – December 31, 2023 (RY23)

ABA Add-On to Risk Adjusted Capitation Rates PMPM	
RC-I Child	\$11.97
RC-II Child	\$282.24

### SUD Risk Sharing Services Add-On to Risk Adjusted Capitation Rates Effective April 1, 2023 – December 31, 2023 (RY23)

SUD Risk Sharing Services			
Add-	Add-On to Risk Adjusted		
Capi	tation Rates PMPM		
RC-I	\$6.31		
Adult	\$6.31		
RC-I	\$0.30		
Child	Ş0.30		
RC-II	\$18.57		
Adult	\$18.57		
RC-II	\$0.49		
Child	ŞU.43		
RC-IX	\$13.81		
NC-1/1			
RC-X	\$173.92		

# EXHIBIT 2 ADJUSTMENTS OR ADDITIONS TO PAYMENTS Rate Year 2023

The table shows the admission-level stop-loss attachment point for the Contract Year as described in **Section 4.3.B**.

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

# EXHIBIT 3 RISK SHARING ARRANGEMENTS Rate Year 2023

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

If the Market Corridor expenditures, as determined by EOHHS in accordance with **Section 4.5.C.3**, are greater than or less than the Market Corridor revenue, as determined by EOHHS in accordance with **Section 4.5.C.2**, the Contractor and EOHHS shall share the resulting loss or gain as follows:

#### 1. Gain on the Market Corridor

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% of the Market Revenue	0%	100%
Absolute value of the Loss greater than 0.75% of the Market Revenue	95%	5%

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

If the Contractor's Plan Corridor expenditures, as determined by EOHHS in accordance with **Section 4.5.D.3**, is greater than or less than the Contractor's Plan Corridor revenue as determined by EOHHS in accordance with **Section 4.5.D.2**, the Contractor and EOHHS shall share the resulting loss or gain as follows:

#### 1. Gain on the Plan Corridor

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

#### 2. Loss on the Plan Corridor

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

#### ABA Services Risk Sharing Arrangement (Section 4.5.E)

If the amount paid to the Contractor, as determined by the calculation described in **Section 4.5.E.2**, is greater than or less than the Contractor's adjusted expenditures, as determined by the calculation described in **Section 4.5.E.3**, then the Contractor shall be considered to have experienced a gain or a loss with respect to ABA Services for the Contract Year. EOHHS and the Contractor shall share such gain or loss as follows:

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

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

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

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

#### **High Cost Drug Add-On Risk Sharing Arrangement (Section 4.5.F)**

#### 1. Gain on the High Cost Drug Add-On to the Risk Adjusted Capitation Rate Payment

If the actual High Cost Drug expenditures, as determined by EOHHS in accordance with **Section 4.5.F.3**, is greater than or less than the High Cost Drug Add-On to the Risk Adjusted Capitation Rate Payment for the Contract Year, as determined by EOHHS in accordance with **Section 4.5.F.2**, the Contractor and EOHHS shall share the resulting loss or gain as follows:

Gain	MassHealth Share	Contractor Share
Gain up to \$100,000 for the High Cost Drug Add- On to the Risk Adjusted Capitation Rate payment	99%	1%
Gain of more than \$100,000 for the High Cost Drug Add-On to the Risk Adjusted Capitation Rate payment	100%	0%

## 2. Loss on the High Cost Drug Add-On to the Risk Adjusted Capitation Rate Payment

Loss	MassHealth Share	Contractor Share
Loss up to \$100,000 for the High Cost Drug Add- On to the Risk Adjusted Capitation Rate payment	99%	1%
Loss of more than \$100,000 for the High Cost Drug Add-On to the Risk Adjusted Capitation Rate payment	100%	0%

#### **SUD Services Risk Sharing Arrangement (Section 4.5.G)**

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

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

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

#### 2. Loss on the SUD Risk Sharing Services Add-On to the Risk Adjusted Capitation Rate

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