

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

| CONTRACTOR INFORMATION | | COMMONWEALTH INFORMATION | | | | | |
|---|--|--|---|--|--------------------------|------------------------------|------------|
| Contractor Legal Name RHG Medicaid Network LLC d/b/a Legal Address As entered on Form W-9 or Form W-4 40 Burton Hills Blvd, Ste 370, Nashville, TN 37215-6287 Contract Manager Name Susan Brown <table style="width:100%; border: none;"> <tr> <td style="width: 50%; border: none;">Phone 617-759-5934</td> <td style="width: 50%; border: none;">Fax</td> </tr> </table> Email Susan.Brown@reveremedical.com Vendor Code VC 0001609645 Vendor Code Address ID e.g. "AD001". AD 001 Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments. | Phone 617-759-5934 | Fax | <table style="width:100%; border: none;"> <tr> <td style="width: 80%; border: none;">Department Executive Office of Health and Human Services</td> <td style="width: 20%; border: none;">MMARS Code EHS</td> </tr> </table> Contract Manager Name Alejandro Garcia Davalos Business Mailing Address One Ashburton Place, 11th Fl., Boston, MA 02108 Billing Address <small>If Different</small> <table style="width:100%; border: none;"> <tr> <td style="width: 50%; border: none;">Phone 781-227-1913</td> <td style="width: 50%; border: none;">Fax</td> </tr> </table> Email Alejandro.E.GarciaDavalos@mass.gov MMARS Doc ID(s) N/A RFR/Procurement or Other ID Number BD-22-1039-EHS01-ASHWA-71410 | Department Executive Office of Health and Human Services | MMARS Code EHS | Phone 781-227-1913 | Fax |
| Phone 617-759-5934 | Fax | | | | | | |
| Department Executive Office of Health and Human Services | MMARS Code EHS | | | | | | |
| Phone 781-227-1913 | Fax | | | | | | |
| <input type="radio"/> NEW CONTRACT | <input checked="" type="radio"/> 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, and budget.) <input type="checkbox"/> Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="checkbox"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.) | <table style="width:100%; border: none;"> <tr> <td style="width: 60%; border: none;">Current Contract End Date <i>PRIOR to Amendment</i> December 31, 2027</td> <td style="width: 40%; border: none;">Amendment Amount Or Enter "No Change" No Change</td> </tr> </table> 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 with Current Contractor (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/budget.) | Current Contract End Date <i>PRIOR to Amendment</i> December 31, 2027 | Amendment Amount Or Enter "No Change" No Change | | | | |
| Current Contract End Date <i>PRIOR to Amendment</i> December 31, 2027 | Amendment Amount Or Enter "No Change" No Change | | | | | | |
| TERMS AND CONDITIONS | | | | | | | |
| The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option: <input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> 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="radio"/> 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="radio"/> Maximum Obligation Contract . 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 Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within: **10 days** % PPD.
15 days % PPD.
20 days % PPD.
30 days % PPD.

If PPD percentages are left blank, identify reason:

Statutory/legal Ready Payments ([M.G.L.c. 29, § 23A](#)) Agree to standard 45-day cycle Only initial payment

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 2 to the Second Amended and Restated Primary Care ACO Contract updates a payment appendix.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

YES If YES, the Contractor's annual SDP commitment for this Contract is 1%
 NO If NO, and the department is an Executive Department, enter the appropriate exemption:

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 _____, 20____, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
- 3. were incurred as of January 1, 20 25, 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, 20 27, 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


Signature and date must be captured at time of signature.

Signature  Date 12/17/2025

Print Name Joseph M. Weinstein, M.D. Print Title Chief Medical Officer

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature  Date 12/24/2025
[Zhao Zhang \(Dec 24, 2025 15:32:18 EST\)](#)

Print Name ~~Mike Levine~~ Zhao Zhang Print Title Deputy Medicaid Director ~~Undersecretary for Mass Health~~

AMENDMENT #2
TO THE
SECOND 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, 2025, (the Second Amended and Restated Primary Care Accountable Care Organization Contract);

WHEREAS, EOHHS and the Contractor amended the Contract through Amendment #1 (January 1, 2025);

WHEREAS, in accordance with **Section 5.12** of the Contract, EOHHS and the Contractor desire to amend the Contract effective January 1, 2025; 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**.

**APPENDIX I
TCOC BENCHMARKS**

**EXHIBIT 1
TCOC BENCHMARKS AND ADMINISTRATIVE PAYMENTS
Contract Year 3**

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 3 (January 1, 2025, through December 31, 2025), 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, 2025 – December 31, 2025

| <u>RC I Adult</u> <u>Effective January 1, 2025 – December 31, 2025</u> | |
|---|-----------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$627.78 |
| Greater Boston | \$670.80 |
| Southern | \$673.85 |
| Central | \$643.06 |
| Western | \$595.38 |

| <u>RC I Child</u> <u>Effective January 1, 2025 – December 31, 2025</u> | |
|---|-----------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$263.87 |
| Greater Boston | \$283.33 |
| Southern | \$273.33 |
| Central | \$268.06 |
| Western | \$281.10 |

| RC II Adult Effective January 1, 2025 – December 31, 2025 | |
|--|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$2,067.37 |
| Greater Boston | \$2,291.92 |
| Southern | \$2,208.91 |
| Central | \$2,065.06 |
| Western | \$1,803.87 |

| RC II Child Effective January 1, 2025 – December 31, 2025 | |
|--|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$1,210.86 |
| Greater Boston | \$1,309.71 |
| Southern | \$1,073.86 |
| Central | \$1,076.42 |
| Western | \$927.62 |

| RC IX Effective January 1, 2025 – December 31, 2025 | |
|--|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$672.92 |
| Greater Boston | \$646.74 |
| Southern | \$748.30 |
| Central | \$700.37 |
| Western | \$648.18 |

| <u>RC X</u> <u>Effective January 1, 2025 – December 31, 2025</u> | |
|---|------------------------------|
| <u>REGION</u> | <u>TCOC BENCHMARK</u> |
| Northern | \$2,231.98 |
| Greater Boston | \$2,338.75 |
| Southern | \$2,194.30 |
| Central | \$2,122.42 |
| Western | \$1,762.04 |

Exhibit 1.2: PCACO Payments (per member per month) effective January 1, 2025 – December 31, 2025

| Primary Care Sub-Capitation Payments Effective January 1, 2025 – December 31, 2025 | | | | | | |
|---|-------------------|-------------------|--------------------|--------------------|--------------|-------------|
| <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 | \$29.07 | \$38.46 | \$46.52 | \$35.99 | \$29.07 | \$46.52 |
| Greater Boston | \$39.42 | \$53.03 | \$58.53 | \$50.90 | \$39.42 | \$58.53 |
| Southern | \$27.74 | \$40.21 | \$43.23 | \$36.10 | \$27.74 | \$43.23 |
| Central | \$24.65 | \$35.44 | \$37.41 | \$34.76 | \$24.65 | \$37.41 |
| Western | \$23.87 | \$35.53 | \$36.83 | \$41.92 | \$23.87 | \$36.83 |

| ACO Administrative Payments for Risk Track 1 Effective January 1, 2025 – December 31, 2025 | | | | | | |
|---|-------------------|-------------------|--------------------|--------------------|--------------|-------------|
| <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 | \$29.99 | \$26.69 | \$59.35 | \$61.33 | \$30.44 | \$63.42 |
| Greater Boston | \$30.64 | \$27.56 | \$64.64 | \$71.72 | \$30.21 | \$68.04 |
| Southern | \$30.84 | \$26.78 | \$62.18 | \$57.33 | \$32.04 | \$63.00 |
| Central | \$30.19 | \$26.45 | \$59.27 | \$58.50 | \$31.07 | \$61.94 |
| Western | \$29.22 | \$26.91 | \$53.01 | \$50.72 | \$29.99 | \$51.98 |

| ACO Administrative Payments for Risk Track 2 Effective January 1, 2025 – December 31, 2025 | | | | | | |
|---|-------------------|-------------------|--------------------|--------------------|--------------|-------------|
| <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 | \$29.32 | \$26.41 | \$57.21 | \$60.08 | \$29.73 | \$61.11 |
| Greater Boston | \$29.94 | \$27.26 | \$62.28 | \$70.37 | \$29.53 | \$65.63 |
| Southern | \$30.12 | \$26.49 | \$59.89 | \$56.22 | \$31.25 | \$60.72 |
| Central | \$29.51 | \$26.16 | \$57.13 | \$57.38 | \$30.33 | \$59.74 |
| Western | \$28.59 | \$26.61 | \$51.14 | \$49.76 | \$29.31 | \$50.15 |

| ACO Administrative Payments for Risk Track 3 Effective January 1, 2025 – December 31, 2025 | | | | | | |
|---|--------------------------|--------------------------|---------------------------|---------------------------|---------------------|--------------------|
| <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 | \$28.66 | \$26.12 | \$55.07 | \$58.83 | \$29.03 | \$58.80 |
| Greater Boston | \$29.24 | \$26.97 | \$59.92 | \$69.02 | \$28.86 | \$63.22 |
| Southern | \$29.40 | \$26.19 | \$57.60 | \$55.11 | \$30.46 | \$58.44 |
| Central | \$28.83 | \$25.88 | \$55.00 | \$56.27 | \$29.60 | \$57.54 |
| Western | \$27.95 | \$26.31 | \$49.27 | \$48.80 | \$28.62 | \$48.32 |

EXHIBIT 2
STOP-LOSS ATTACHMENT POINT
Contract Year 3

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

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

EXHIBIT 3
MINIMUM SAVINGS AND LOSSES THRESHOLD SELECTION
Contract Year 3

The table below indicates the Contractor’s selected minimum savings and losses threshold as described in **Section 4.5.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 3**

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

| <u>Risk Track</u> | <u>Risk Track Selection</u> ✓ = Selected; X = Not Selected |
|--------------------------------------|---|
| Risk Track 1 – Full Accountability | ✓ |
| Risk Track 2 – Shared Accountability | X |
| Risk Track 3 – Narrow Accountability | X |

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

TCOC Shared Savings/Shared Losses (Plan Corridor)

Risk Track 1 – 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% |

RHG Medicaid Network LLC
 Risk Track 2 – Shared Accountability

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% |

EXHIBIT 6
NON-RISK PAYMENT ARRANGEMENTS

Listed below is the lump sum payment for the administration of HRSN Supplemental Services for Contract Year 3.

| |
|---|
| <u>HRSN Supplemental Services Quarterly Payment</u> <u>Effective January 1, 2025 – December 31, 2025</u> |
| <u>Administrative Component</u> |
| \$132,855.29 |