



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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CONTRACTOR LEGAL NAME: Community Care Cooperative, 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): 75 Federal St., 7th Floor, Boston, MA 02110		Business Mailing Address: One Ashburton Place, 11th Fl., Boston, MA 02108	
Contract Manager: Christina Severin	Phone: 617-852-4709	Billing Address (if different):	
E-Mail: cseverin@c3aco.org	Fax:	Contract Manager: Alejandro Garcia Davalos	Phone: 617-838-3344
Contractor Vendor Code: VC0000854728		E-Mail: Alejandro.E.GarciaDavalos@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-22-1039-EHS01-ASHWA-71410	
<input type="checkbox"/> NEW CONTRACT 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)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: December 31, 2027 . Enter Amendment Amount: \$ <u>no change</u> , (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input 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 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: <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 2 to the First Amended and Restated Contract with Community Care Cooperative, Inc. for its Primary Care ACO updates financial and other provisions and replaces certain appendices in the Contract effective January 1, 2024.			
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 no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> 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, 2027 , 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></u> Date: 4/30/2024 (Signature and Date Must Be Captured At Time of Signature) Print Name: Christina Severin Print Title: President and Chief Operating Officer		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u></u> Date: 05/07/2024 (Signature and Date Must Be Captured At Time of Signature) Print Name: Mike Levine Print Title: Assistant Secretary for MassHealth	

AMENDMENT #2
TO THE
FIRST AMENDED AND RESTATED
PRIMARY CARE ACCOUNTABLE CARE ORGANIZATION CONTRACT
FOR THE
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 Accountable Care Partnership Plan Contract);

WHEREAS, EOHHS and the Contractor amended the Contract through Amendment #1 (January 1, 2024);

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

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 2.11.B.1** is hereby amended by deleting and replacing “;” at the end of **Section 2.11.B.1.d** with “; and” and by adding a new **Section 2.11.B.1.e** as follows:

“e. Increase its ability to participate with the Behavioral Health Treatment and Referral Platform (BHTRP) and to be able to both create and receive updates from providers using BHTRP to support its members.”

2. **Section 2.11.B** is hereby amended by deleting and replacing “.” at the end of **Section 2.11.B.7** with “; and” and by adding a new **Section 2.11.B.8**:

“8. The Contractor shall comply with the Expedited Psychiatric Inpatient Admission (EPIA) protocol, including but not limited to utilization of the Behavioral Health Treatment and Referral Platform, as directed by EOHHS upon implementation.”

3. **Section 2** is hereby amended by inserting a new **Section 2.15** as follows:

“Section 2.15 Pre-exposure prophylaxis (PrEP) for HIV Incentive

The Contractor shall promote equitable access to care by ensuring stable access for the HIV+ communities by maintaining or improving the financial stability of Participating PCPs that uniquely serve these populations. For any Contractor whose Participating PCPs include an FQHC that provides substantial pre-exposure prophylaxis (PrEP) for HIV, defined as incurring over 700 paid claims in Contract Year 1, the Contractor shall make best efforts to reduce administrative costs while maintaining access to HIV treatment and prevention services. For each Contract Year specified by EOHHS, the Contractor shall receive a PrEP for HIV incentive payment as set forth in **Section 4.2.H** if:

- A. At the time of the midpoint evaluation specified by EOHHS, the Contractor has worked together with the FQHC to achieve progress on measures targeting health care access and the financial stability of the FQHC, as set forth in **Section 2.15.B** below; and
- B. By the end of Contract Year 2, the Contractor has demonstrated that through their work together with the FQHC, the FQHC has reduced its cost per visit by 12% against a historical benchmark as determined by EOHHS, without reducing access to care as determined by EOHHS.”

4. **Section 4.2** is hereby amended by inserting a new **Section 4.2.H** as follows:

“H. PrEP for HIV Incentive Payment Pursuant to Section 2.15

- 1. At a frequency to be specified by EOHHS, EOHHS shall make timely PrEP for HIV incentive payments, totaling no more than \$5 million for any given Contract Year, if the Contractor achieves the health care access and financial stability targets as set forth in **Section 2.15**.
- 2. The PrEP for HIV Incentive shall not be included in the risk sharing arrangement calculations set forth in **Section 4.5**.”

5. **Section 5.26.A.4.a** is hereby amended by deleting and replacing “41 USC § 1396b(m)(4)(A)” with “42 USC § 1396b(m)(4)(A)”.
6. **Appendix A, TCOC Included Services**, is hereby deleted and replaced with the attached **Appendix A**.
7. **Appendix G, Requirements for the Material Subcontracts Between Accountable Care Organizations (ACOs) and Community Partners (CPs)**, is hereby deleted and replaced with the attached **Appendix G**.

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

APPENDIX A

Exhibit 1: Services Included in TCOC Calculations

✓ Denotes a service included in TCOC Calculations

Each of the Services listed below will be included in Total Cost of Care (TCOC) calculations, except for those listed as Services Not Included in TCOC Calculations or listed as Excluded Services. MassHealth reserves the right to amend or modify this list, including but not limited to further defining the services listed below as well as adding or removing services.

Service	Coverage Types		
	MassHealth Standard & CommonHealth Enrollees	MassHealth Family Assistance Enrollees	CarePlus
Acupuncture Treatment	✓	✓	✓
Acute Inpatient Hospital	✓	✓	✓
Ambulatory Surgery/Outpatient Hospital Care	✓	✓	✓
Audiologist	✓	✓	✓
Behavioral Health Services (see below)	✓	✓	✓
Breast Pumps and Breast Milk Storage Bags	✓	✓	✓
Certain COVID-19 Specimen Collection and Testing (until May 11, 2023)	✓	✓	✓
Chiropractic Services	✓	✓	✓
Chronic, Rehabilitation Hospital or Nursing Facility Services, up to 100 days per Contract Year, except stays in Commonwealth designated COVID-19 nursing facility, see non-TCOC Included Services in Exhibit 2.	✓	✓	✓
Emergency Related Dental Services	✓	✓	✓
Diabetes Self-Management Training	✓	✓	✓
Dialysis	✓	✓	✓
Durable Medical Equipment and Medical/Surgical Supplies 1) Durable Medical Equipment 2) Medical/Surgical Supplies	✓	✓	✓
Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Services	✓		
Early Intervention	✓	✓	

Service	Coverage Types		
	MassHealth Standard & CommonHealth Enrollees	MassHealth Family Assistance Enrollees	CarePlus
Emergency Services	✓	✓	✓
Family Planning	✓	✓	✓
Fluoride Varnish	✓	✓	
Hearing Aids	✓	✓	✓
Home Health Services	✓	✓	✓
Hospice	✓	✓	✓
Infertility, related to an underlying medical condition	✓	✓	✓
Laboratory	✓	✓	✓
MassHealth Coordinating Aligned, Relationship-centered Enhanced Support (CARES) for Kids	✓		
Medical Nutritional Therapy	✓	✓	✓
Orthotics	✓	✓	✓
Oxygen and Respiratory Therapy Equipment	✓	✓	✓
Pharmacy (Please see Exhibit 2 for categories of Pharmacy that are not included in TCOC calculations.)	✓	✓	✓
Physician (primary and specialty)	✓	✓	✓
Podiatry	✓	✓	✓
Preventive Pediatric Health Screening and Diagnostic Services		✓	
Prosthetic Services and Devices	✓	✓	✓
Radiology and Diagnostic Tests	✓	✓	✓
Remote Patient Monitoring (RPM) 1) RPM 2) COVID-19 RPM	✓	✓	✓
School Based Health Center Services	✓	✓	
Therapy 1) Physical 2) Occupational	✓	✓	✓

Service	Coverage Types		
	MassHealth Standard & CommonHealth Enrollees	MassHealth Family Assistance Enrollees	CarePlus
3) Speech and Hearing			
Tobacco Cessation Services	✓	✓	✓
Transportation (emergent)	✓	✓	✓
Transportation (non-emergent, to out-of-state location)	✓		✓
Urgent Care Clinic Services	✓	✓	✓
Vaccine Counseling Services	✓	✓	✓
Vision Care (medical component)	✓	✓	✓
Wigs	✓	✓	✓

APPENDIX A

Exhibit 2: Services Not Included in TCOC Calculations

✓ Denotes a service not included in TCOC calculations

These services coordinated by the Contractor are not factored into TCOC calculations.

Service	Coverage Types		
	MassHealth Standard & CommonHealth Enrollees	MassHealth Family Assistance Enrollees	CarePlus
Abortion	✓	✓	✓
Adult Dentures	✓	✓	✓
Adult Day Health	✓		
Adult Foster Care	✓		
Applied Behavioral Analysis for members under 21 years of age (ABA Services)	✓		
Chronic, Rehabilitation Hospital, or Nursing Facility Services, both beyond 100 days per Contract Year, consistent with MassHealth policy, and any stay of any duration in a Commonwealth-designated COVID-19 nursing facility	✓	✓	
Day Habilitation	✓		
Preventative and Basic Dental Services	✓	✓	✓
Doula Services	✓	✓	✓
Group Adult Foster Care	✓		
Isolation and Recovery Site Services	✓	✓	✓
Personal Care Attendant	✓		
Pharmacy – High Cost Drugs	✓	✓	✓
Private Duty Nursing/Continuous Skilled Nursing	✓	✓	
Residential Rehabilitation Services (Level 3.1)	✓	✓	✓
1. Adult Residential Rehabilitation Services for Substance Use Disorders (Level 3.1)	✓	✓	✓
2. Family Residential Rehabilitation Services for Substance Use Disorders (Level 3.1)	✓	✓	✓

Service	Coverage Types		
	MassHealth Standard & CommonHealth Enrollees	MassHealth Family Assistance Enrollees	CarePlus
3. Transitional Age Youth and Young Adult Residential Rehabilitation Services for Substance Use Disorders (Level 3.1)	✓	✓	✓
4. Youth Residential Rehabilitation Services for Substance Use Disorders (Level 3.1)	✓	✓	✓
5. Pregnancy Enhanced Residential Rehabilitation Services for Substance Use Disorders (Level 3.1)	✓	✓	✓
6. Co-Occurring Enhanced Residential Rehabilitation Services (Level 3.1)	✓	✓	✓
Recovery Coaching	✓	✓	✓
Recovery Support Navigators	✓	✓	✓
Tablets (for use as augmentative and alternative communication (AAC) devices)	✓	✓	✓
Transitional Support Services (TSS) for Substance Use Disorders (Level 3)	✓	✓	✓
Transportation (non-emergent, to in-state location or location within 50 miles of the Massachusetts border)	✓		✓
Vision Care (non-medical component)	✓	✓	✓

Appendix A
Exhibit 3: Behavioral Health Services Included in TCOC Calculations
✓ Denotes a service included in TCOC Calculations

Service	Coverage Types		
	ACO MassHealth Standard & CommonHealth Enrollees	ACO MassHealth Family Assistance Enrollees	CarePlus
Inpatient Services			
1. Inpatient Mental Health Services	✓	✓	✓
2. Inpatient Substance Use Disorder Services (Level 4)	✓	✓	✓
3. Observation/Holding Beds	✓	✓	✓
4. Administratively Necessary Day (AND) Services	✓	✓	✓
Diversionary Services			
24-Hour Diversionary Services			
a. Youth and Adult Community Crisis Stabilization	✓	✓	✓
b. Community-Based Acute Treatment for Children and Adolescents (CBAT)	✓	✓	
c. Medically Monitored Intensive Services - Acute Treatment Services (ATS) for Substance Use Disorders (Level 3.7)	✓	✓	✓
d. Clinical Support Services for Substance Use Disorders (Level 3.5)	✓	✓	✓
e. Transitional Care Unit (TCU)	✓	✓	
Non-24-Hour Diversionary Services			
a. Community Support Program (CSP) and Specialized CSP			
1. CSP for Justice Involved	✓	✓	✓
2. CSP for Homeless Individuals			
3. CSP – Tenancy Preservation Program			
b. Partial Hospitalization (PHP)	✓	✓	✓
c. Psychiatric Day Treatment	✓	✓	✓
d. Structured Outpatient Addiction Program (SOAP)	✓	✓	✓

		Coverage Types		
Service		ACO MassHealth Standard & CommonHealth Enrollees	ACO MassHealth Family Assistance Enrollees	CarePlus
e. Intensive Outpatient Program (IOP)		✓	✓	✓
f. Program of Assertive Community Treatment (PACT)		✓	✓	✓
Outpatient Services				
Standard Outpatient Services				
a. Family Consultation		✓	✓	✓
b. Case Consultation		✓	✓	✓
c. Diagnostic Evaluation		✓	✓	✓
d. Dialectical Behavioral Therapy (DBT)		✓	✓	✓
e. Psychiatric Consultation on an Inpatient Medical Unit		✓	✓	✓
f. Medication Visit		✓	✓	✓
g. Couples/Family Treatment		✓	✓	✓
h. Group Treatment		✓	✓	✓
i. Individual Treatment		✓	✓	✓
j. Inpatient-Outpatient Bridge Visit		✓	✓	✓
k. Assessment for Safe and Appropriate Placement (ASAP)		✓	✓	
l. Collateral Contact		✓	✓	
m. Acupuncture Treatment		✓	✓	✓
n. Opioid Treatment Services		✓	✓	✓
o. Ambulatory Withdrawal Management (Level 2W/M)		✓	✓	✓
p. Psychological Testing		✓	✓	✓
q. Special Education Psychological Testing		✓	✓	
r. Early Intensive Behavioral Intervention (EIBI)		✓	✓	
s. Preventive Behavioral Health Services		✓	✓	
Intensive Home or Community-Based Services for Youth				
a. Family Support and Training		✓		

Service	Coverage Types		
	ACO MassHealth Standard & CommonHealth Enrollees	ACO MassHealth Family Assistance Enrollees	CarePlus
b. Intensive Care Coordination	✓		
c. In-Home Behavioral Services 1) Behavior Management Therapy 2) Behavior Management Monitoring	✓		
d. In-Home Therapy Services 1) Therapeutic Clinical Intervention 2) Ongoing Therapeutic Training and Support	✓	✓	
e. Therapeutic Mentoring Services	✓		
Crisis Services			
1. Adult Mobile Crisis Intervention (AMCI) Encounter	✓	✓	✓
2. Youth Mobile Crisis Intervention (YMCI)	✓	✓	
3. Behavioral Health Crisis Evaluation Services in Acute Medical Setting	✓	✓	✓
4. Behavioral Health Crisis Management Services in Acute Medical Settings	✓	✓	✓
Other Behavioral Health Services			
1. Electro-Convulsive Therapy (ECT)	✓	✓	✓
2. Repetitive Transcranial Magnetic Stimulation (rTMS)	✓	✓	✓
3. Specializing	✓	✓	✓

APPENDIX A
Exhibit 4: MassHealth Excluded Services – All Coverage Types

Except as otherwise noted or determined Medically Necessary by EOHHS, the following services are not covered under MassHealth and as such are not included in the Contractor's TCOC.

1. Cosmetic surgery, except as determined by the Contractor to be necessary for:
 - a. correction or repair of damage following an injury or illness;
 - b. mammoplasty following a mastectomy; or
 - c. any other medical necessity as determined by the Contractor.
2. Treatment for infertility, including in-vitro fertilization and gamete intra-fallopian tube (GIFT) procedures.
3. Experimental treatment.
4. Personal comfort items including air conditioners, radios, telephones, and televisions (effective upon promulgation by EOHHS of regulations at 130 CMR regarding non-coverage of air conditioners).
5. Non-covered laboratory services as specified in 130 CMR 401.411.
6. Services not otherwise covered by MassHealth, except as determined by EOHHS to be Medically Necessary for MassHealth Standard or MassHealth CommonHealth Enrollees under age 21. In accordance with EPSDT requirements, such services will be included in the Contractor's TCOC under the Contract.

APPENDIX G

Requirements for the Material Subcontracts Between Accountable Care Organizations (ACOs) and Community Partners (CPs)

The Contractor shall maintain material subcontracts (also known as ACO-CP Agreements) with at least one (1) Behavioral Health Community Partner (BH CP) and at least one (1) Long Term Services and Supports Community Partner (LTSS CP) within each of the Contractor's Service Area(s), as specified in **Section 2.4.E** of the Contract and in this **Appendix G**. The Contractor's CP material subcontracts, referred to in this Appendix as "subcontracts," shall be provided to EOHHS upon request and may be reviewed by EOHHS. All requirements set forth herein are applicable to subcontracts with both BH CPs and LTSS CPs unless otherwise specified.

All terms or their abbreviations, when capitalized in this Appendix, are defined as set forth in the Contract or otherwise defined by EOHHS. The Contractor and the CP with which the Contractor enters into a subcontract are referred to collectively herein as the "Parties."

The Parties' subcontracts must comply with applicable laws and regulations, including but not limited to applicable privacy laws and regulations, and with the Contractor's Contract with EOHHS.

The Parties' subcontracts must, at a minimum, contain the information included in this document.

Section 1.1 PAYMENT

- A.** The Parties' subcontract shall obligate the Contractor to pay the CP as described in **Section 2.4.E.8**.
1. The Contractor shall pay CPs a monthly panel-based payment that includes the following components, and as further specified by EOHHS.
 - a. Base rate for CP Supports: \$190 PMPM or a rate as further specified by EOHHS
 - b. Add-on payment for CPs serving CP Enrollees who are experiencing homelessness, as determined by EOHHS. The Contractor shall make an add-on payment to applicable CPs as follows:
 - (i) Tier 1: 25-50% of the CP's Enrollees are experiencing homelessness – The Contractor shall pay an additional \$10 PMPM for all CP Enrollees enrolled in the CP.
 - (ii) Tier 2: Over 50% of the CP's Enrollees are experiencing homelessness - The Contractor shall pay an additional \$75 PMPM for all CP Enrollees enrolled in the CP).
 - (iii) The percentage of a CP's Enrollees that are experiencing homelessness will be determined by EOHHS identified sources.
 - c. Add-on payment for CP Enrollees in the Oak Bluffs and Nantucket Service Areas as follows:

- (i) For Contract Year 1, BH CP Enrollees only: \$100 PMPM;
 - (ii) For Contract Year 2, for all CP Enrollees: \$100 PMPM; or
 - (iii) As further specified by EOHHS.
- 2. The Contractor shall pay CPs an annual quality performance-based payment based on calculations provided by EOHHS up to \$40 PMPM based on the CP's performance on CP Quality Measures, as determined by EOHHS.
- 3. The Contractor shall reconcile monthly panel-based payments to CPs as further specified by EOHHS.

Section 1.2 CP Supports

In addition to the enhanced care coordination requirements described in **Section 2.4.C** of the Contract delegated to the CP by the Contractor, the Parties' subcontract shall require the following:

A. Outreach and Engagement

The Parties' subcontract shall require that the CP develop, implement, maintain, and adhere to a protocol for outreach and engagement of CP Enrollees. Such protocol shall include the requirements in **Section 2.4.C.3** of the Contract, as well as the following requirements:

- 1. Require the CP to attempt at least one face-to-face visit with each CP Enrollee within the first 3 calendar months of the CP Enrollee's enrollment in the CP.
- 2. For each CP Enrollee who agrees to participate in the CP program, require the CP to:
 - a. Attest that the CP has performed the outreach and activities described in **Section 2.4.C.3** of the Contract and **Section 1.2** of this **Appendix G** and obtained verbal or written agreement from the CP Enrollee to receive or continue receiving CP supports;
 - b. Maintain a copy of the attestation and the CP Enrollee's written agreement, or a record of the CP Enrollee's verbal agreement, if applicable, in the CP Enrollee's record; and
 - c. Explain the Protected Information (PI) the CP intends to obtain, use, and share for purposes of providing CP supports;
 - d. To the extent deemed necessary by the CP, obtain the CP Enrollee's written authorization to the uses and disclosures of their Protected Information (PI) as necessary for providing CP supports.
- 3. Require the CP to notify the Contractor if the CP Enrollee declines to participate in the CP program or requests enrollment in a different CP.
- 4. For BH CPs only, for BH CP Enrollees the BH CP believes are experiencing homelessness or are at risk of homelessness, require the CP use the Homeless Management Information System (HMIS) or other means to:

- a. Confirm whether the CP Enrollee is currently experiencing or has a history of experiencing homelessness or unstable housing;
- b. Identify which homeless provider agencies and agency staff have worked with the CP Enrollee, if any. If the CP Enrollee is not connected with a homeless provider agency, the CP shall immediately work to connect the CP Enrollee with a homeless provider agency; and
- c. Once the homeless provider agencies and agency staff are identified or connected to the CP Enrollee, conduct outreach to the homeless provider agencies to gather additional information and invite the homeless provider to participate in the Care Team and care planning for the CP Enrollee.

B. Comprehensive Assessment

The Parties' subcontract shall require that the CP shall complete a Comprehensive Assessment, as described in **Section 2.3.B.4** of the Contract. The CP shall utilize a Comprehensive Assessment tool of their choosing that meets the requirements as set forth in **Section 2.3.B.4**. In addition to the requirements in **Section 2.3.B.4** of the Contract, the Parties' subcontract shall require the following:

1. For the Medication domain, the CP shall conduct a medication review in accordance with **Section 2.4.C.6** of the Contract and **Section 1.2.H** of this **Appendix**.
2. The CP shall perform Comprehensive Assessments face-to-face unless otherwise specified by EOHHS, and shall take place in a location that meets the CP Enrollee's needs, including home-based assessments as appropriate.
3. A registered nurse (RN) employed by the CP must review and agree to the CP Enrollee's medical history, medical needs, medications, and functional status, including needs for assistance with any Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs).
4. A Clinical Care Manager employed by the CP shall provide final review and approval of the entire Comprehensive Assessment. If the Clinical Care Manager is an RN, review and approval of the Comprehensive Assessment may be completed by one staff member provided all requirements of this Section are met.

C. Health-Related Social Needs Screening and Connection to Community, Social and Flexible Services

The Parties' subcontract shall require that the CP shall complete a health-related social needs (HRSN) Screening, as described in **Section 2.3.B.3** of the Contract, and shall utilize such tool in connecting CP Enrollees to community and social supports and Flexible Services. In addition to the requirements in **Section 2.3.B.3** of the Contract, the Parties' subcontract shall require the CP to do the following:

1. Conduct a health-related social needs (HRSN) screening upon enrollment to the CP for those CP Enrollees who have not had an HRSN screening within the last twelve (12) calendar months that includes all domains and considerations described in **Section 2.3.B.3** of the Contract, and annually thereafter. The HRSN screening may occur as a unique screening, or as part of the Comprehensive Assessment.

2. Utilize the results of any such HRSN screenings when creating a Care Plan and coordinating care.
3. Provide its Health-Related Social Needs Screening tool to the Contractor and to EOHHS upon request for review and shall make any changes to such tool as directed by EOHHS. EOHHS may require the Contractor to use a specific tool in place of the Contractor's proposed tool.
4. If the CP Enrollee would like supports, identify supports to address the CP Enrollee's identified HRSN(s), including using tools such as the Community Resource Database (CRD) which is provided to the CP by the Contractor, as appropriate;
5. Provide the CP Enrollee with information about available HRSN-related supports, how to contact such supports, and the accessibility of such supports;
6. Ensure such CP Enrollees are referred to HRSN-related supports provided by the Contractor, or a Social Services Organization, as applicable. For CP Enrollees who are referred to a Social Services Organization, the CP shall confirm the Social Services Organization has the capacity to provide services to the CP Enrollee and, if not, arrange a referral to another Social Services Organization;
7. Document relevant ICD-10 codes (such as "Z codes" included in categories Z55-65 and as further specified by EOHHS);
8. Submit to the Contractor aggregate reports of the identified HRSNs of its CP Enrollees, as well as how those CP Enrollees were referred to appropriate resources to address those identified HRSNs, in a form, format, and frequency specified by EOHHS;
9. Coordinate supports to address HRSNs, including:
 - a. Assisting the CP Enrollee in attending the referral appointment, including activities such as coordinating transportation assistance and following up after missed appointments;
 - b. Directly introducing the CP Enrollee to the service provider, if co-located, during a visit;
 - c. Utilizing electronic referral (e.g., electronic referral platform, secure e-mail) to connect the CP Enrollee with the appropriate provider or Social Service Organization, if the Social Service Organization has electronic referral capabilities, including sharing relevant patient information;
 - d. Following up electronically (e.g., electronic referral platform, secure e-mail) with the provider or Social Service Organization, if the Social Service Organization has electronic follow-up capabilities, as needed, to ensure the CP Enrollee's needs are met.
10. For CP Enrollees, the CP shall provide HRSN screening and, for CP Enrollees enrolled in an ACO, consider referral to Flexible Services, depending on program availability and CP Enrollee eligibility;

- a. For CP Enrollees identified as needing referrals to Flexible Services, Supplemental Nutrition Assistance Program (SNAP), or Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), the CP shall:
 - (i) Provide the CP Enrollee's contact information and information about the identified HRSN to the entity receiving the referral; and
 - (ii) Follow up with the CP Enrollee to ensure the CP Enrollee's identified needs are being met.
11. The CP shall document results of the HRSN screening and include a list of the community and social services resources the CP Enrollee needs in the CP Enrollee's Care Plan, as described in **Section 1.2.D** of this Appendix.

D. Development of Care Plan

The Parties' subcontract shall require that the CP develop a Care Plan as described in **Section 2.3.B.5** of the Contract. The CP shall utilize a Care Plan template approved by the Contractor that meets the requirements of **Section 2.3.B.5** of the Contract. In addition to the requirements in **Section 2.3.B.5**, the Parties' subcontract shall require the following:

1. Care Plans shall be reviewed by a registered nurse (RN) employed by the CP. Care Plans shall receive final review and approval by a Clinical Care Manager employed by the CP.
2. The CP shall document within the CP Enrollee record that the Care Plan was provided to, agreed to, and signed or otherwise approved by the CP Enrollee.
3. The CP shall complete Care Plans within five (5) calendar months of CP Enrollee's enrollment with the CP. A Care Plan shall be considered complete when:
 - a. The Care Plan has been approved by a Clinical Care Manager; and
 - b. The Care Plan has been signed or otherwise approved by the CP Enrollee (or authorized representative, if any).
4. The CP shall share the completed Care Plan with the Enrollee's PCP or PCP Designee, the Contractor, and other parties who need the Care Plan in connection with their treatment of the CP Enrollee, provision of coverage or benefits to the CP Enrollee, or related operational activities involving the CP Enrollee, including members of the CP Enrollee's Care Team, CBHC staff, if applicable, and other providers who serve the CP Enrollee, including state agency or other case managers, in accordance with all data privacy and data security provisions applicable.

E. Care Team

The Parties' subcontract shall require that the CP take the lead on forming and coordinating a Care Team for CP Enrollees who have agreed to participate in the program, as described in **Section 2.4.C.4** of the Contract. In addition, the CP shall ensure:

1. That the Care Team meets at least once within a 12-month period, and

2. That a representative from the Care Team attends any multidisciplinary team meetings hosted by the Contractor, clinical staff, hospitals and/or other stakeholders to review high-risk Members, if applicable;

F. Care Coordination

The Parties' subcontract shall require that the CP Enrollee's CP Care Coordinator provide ongoing care coordination support to the CP Enrollee in coordination with the CP Enrollee's PCP and other providers as set forth in **Section 2.4.A and Section 2.4.C** of the Contract. In addition, the Parties' subcontract shall:

1. Require CPs to assist CP Enrollees in the following activities:
 - a. For CP Enrollees with behavioral health needs, coordinating with the CP Enrollee's behavioral health providers to develop the CP Enrollee's Crisis Prevention Plan to prevent avoidable use of emergency departments, hospitalizations and criminal justice involvement and to provide follow-up if these events occur. The Crisis Prevention Plan shall be documented in the CP Enrollee's record and shared with the CP Enrollee's Care Team and other providers.
 - b. For CP Enrollees with LTSS needs, assisting with prior authorization for MassHealth State Plan LTSS as applicable. If a service request is significantly modified or denied by MassHealth, the CP shall work with the CP Enrollee to ensure the Care Plan is adequate to meet the CP Enrollee's needs by working with the CP Enrollee to identify other appropriate supports to meet an unmet need.
 - c. In addition to implementing the activities necessary to support the CP Enrollee's Care Plan, as described in **Section 2.3.B.5** of the Contract, ensure the CP Enrollee has timely and coordinated access to primary, medical specialty, LTSS, and behavioral health care. Such additional activities shall include, but are not limited to:
 - (i) Explaining PCP, specialist, and other provider directives to the CP Enrollee;
 - (ii) Providing well-visit, medical, prenatal, outpatient behavioral health, and preventative care reminders;
 - (iii) Assisting the CP Enrollee in scheduling health-related appointments, accessing transportation resources to such appointments, and confirming with the CP Enrollee that such appointments have been kept;
 - (iv) Confirming with the CP Enrollee that they are adhering to medication recommendations;

- (v) At a minimum, conducting a face-to-face visit at home or in a location agreed upon by the CP Enrollee, with each CP Enrollee on a quarterly basis; and
 - (vi) Making regular telephone, telehealth, or other appropriate contact with the CP Enrollee between face-to-face visits.
- d. Coordinating with a CP Enrollee's ACCS provider, if any, as follows:
 - (i) Inform the CP Enrollee's ACCS provider of all of the CP Enrollee's routine and specialty medical care including identifiable symptoms that may require routine monitoring;
 - (ii) Coordinate with the CP Enrollee's ACCS provider to develop the CP Enrollee's crisis plan to prevent use of emergency departments, hospitalizations and criminal justice involvement and to provide follow-up if these events occur; and
 - (iii) Coordinate with the CP Enrollee's ACCS provider regarding activities for improving the CP Enrollee's health and wellness and to allow ACCS providers to assist and reinforce the Engaged CP Enrollee's health and wellness goals.
- e. For LTSS CPs:
 - (i) Coordinating with other MassHealth programs that provide Case Management. For CP Enrollees who (1) participate in a 1915(c) Home and Community-Based Services (HCBS) Waiver, or (2) are receiving targeted case management through DYS case managers, Adult Community Clinical Services, Community Service Agencies (CSAs) who deliver Children's Behavioral Health Initiative services, or DDS service coordinators, or (3) are receiving Community Case Management (CCM), the CP Enrollee's CP Care Coordinator shall coordinate the provision of LTSS CP Supports with the CP Enrollee's HCBS Waiver case manager, DDS service coordinator, DYS case manager, CSA and CCM, as applicable, to ensure that LTSS CP supports supplement, but do not duplicate, functions performed by HCBS Waiver case managers, DDS service coordinators, DYS case managers, CSA or CCM.
 - (ii) Coordinating with the Home Care Program. For CP Enrollees who are not in a 1915 (c) Home and Community-Based Services (HCBS) Waiver and who participate in the Home Care Program operated by the Executive Office of Elder Affairs (EOEA), the CP Enrollee's CP Care Coordinator shall coordinate the provision of LTSS CP supports with the CP Enrollee's Home Care Program case manager to ensure that LTSS CP supports supplement, but do not duplicate, functions performed by the Home Care Program case manager.

2. Obligate the Contractor to provide the CP with information pertaining to TCOC Included Services and services not included in the TCOC calculations, as specified in **Appendix A**, including any such services requiring prior authorization or referrals; and
3. Obligate the Parties to develop, maintain, and implement a mutually agreed upon process for how the Contractor will communicate to the CP any PCP referrals for TCOC Included Services and services not included in TCOC calculations. Such process shall include communications between the Parties about any prior authorization decisions (e.g., approval, modification or denial) made by EOHHS.

G. Support for Transitions of Care

In addition to the requirements of **Section 2.4.C.5** of the Contract, the Parties' subcontract shall obligate the CP to:

1. Assist CP Enrollees who are referred to other levels of care, care management programs, or other providers, in accessing these supports. Such assistance may include, but is not limited to:
 - a. Facilitating face-to-face contact between the CP Enrollee and the provider or program to which the CP Enrollee has been referred, and directly introducing the CP Enrollee to such provider or an individual associated with such program (i.e., "warm hand-off"), as appropriate; and
 - b. Making best efforts to ensure that the CP Enrollee attends the referred appointment, if any, including coordinating transportation assistance and following up after missed appointments.
2. Ensure that the Care Coordinator, at a minimum, offers a face-to-face follow-up visit within seven (7) days following a CP Enrollee's inpatient discharge, discharge from twenty-four (24) hour diversionary setting, or transition to a community setting. If the CP Enrollee declines a face-to-face visit, the CP must document the declination in the CP Enrollee's EHR and then may conduct the visit via telehealth (e.g., telephone or videoconference, or as further specified by EOHHS).

H. Medication Review for CP Enrollees

For CP Enrollees, the Parties' subcontract shall permit CPs to obtain a list of the Enrollee's medications and require the CP to:

1. Note in the CP Enrollee's EHR that they obtained the list; and
2. Identify the source of the list.

I. Connections to options counseling for CP Enrollees with LTSS Needs

The Parties' subcontract shall require the CP to provide information and support to each CP Enrollee with LTSS needs, their guardians/caregivers and other family members, as applicable, about assisting the CP Enrollee to live independently in their community. The Parties subcontract shall require that:

1. Such information includes, but not be limited to:

- a. Long-term services and supports;
 - b. Resources available to pay for the services;
 - c. The MassOptions program which can provide the CP Enrollee with options counseling.
2. The CP provide CP Enrollees support by:
- a. Assisting with referrals and resources as needed;
 - b. Assisting in making decisions on supportive services, including but not limited to, finding assistance with personal care, household chores, or transportation;
 - c. Assisting, as appropriate, in connecting to a counselor at MassOptions; and
 - d. Informing the CP Enrollee about their options for specific LTSS services and programs for which they may be eligible, the differences among the specific types of LTSS services and programs and the available providers that may meet the CP Enrollee's identified LTSS needs.
3. In performing this function, the CP shall document that the CP Enrollee was informed of multiple service options available to meet their needs, as appropriate, and reviewed and provided with access to a list of all MassHealth LTSS providers in their geographic area for each service option, when applicable.

J. Community Collaboration and Coordination

In support of its provision of CP Supports, the CP shall:

- 1. For BH CPs only, develop and maintain collaborative relationships with all Community Behavioral Health Centers (CBHCs) within its Service Area(s) to facilitate integration among CP Enrollees' Care Coordination entities and clinical providers, including developing document processes that outline the responsibilities and requirements of the CBHC and the Contractor. If the CP does not have a CBHC within its organizational structure, the CP shall hold formalized agreements (e.g., Memorandum of Understanding, Affiliation Agreement, or other formalized agreements) with all CBHCs in its Service Area(s) that include such documented processes. Such documented processes shall describe workflows and standard protocol for CP Enrollee release of information; protocols for communication and data and exchange via EHR or other platforms (e.g., fax, telephone, secure email); and intended processes for Event Notification Services via EHR or other platforms. Such documented processes shall require the CP to:
 - a. Refer CP Enrollees to CBHCs for services, as appropriate and as needed, after first considering CP Enrollee choice and preexisting clinical relationships, and strive to make direct introductions ("warm hand-offs") whenever possible;
 - b. Accept and act upon referrals from CBHCs;

- c. For CP Enrollees receiving services from CBHCs, include CBHC staff in the CP Enrollee's Care Team;
 - d. Securely share CP Enrollee information with CBHCs and incorporate CP Enrollee information provided by CBHCs so as to reduce duplication of assessments. Such information shall include, but is not limited to, Comprehensive Assessments, Care Plans, CBHC comprehensive behavioral healthcare plans, outreach plans, transition plans, referrals that have been placed and the status of such referrals, and other CP Enrollee information, as needed and clinically appropriate; and
 - e. Notify the CBHC within 3 business days when the CP becomes aware that a CP Enrollee who is receiving services from the CBHC has experienced any of the following events:
 - (i) A transition of care as defined in **Section 2.4.C.5**;
 - (ii) An Emergency Department discharge;
 - (iii) A major change in behavioral health status (e.g., overdose or mental health crisis) or physical health status; or
 - (iv) Any other major incidents that may impact the CP Enrollee's health and wellbeing, including changes in health-related social needs (e.g., eviction, job loss, food insecurity).
- 2. Coordinate with state agencies, including but not limited to, as applicable, the Executive Office of Elder Affairs (EOEA), the Department of Children and Families (DCF), the Department of Youth Services, the Department of Mental Health (DMH), the Department of Developmental Services (DDS), the Department of Public Health (DPH), the Massachusetts Rehabilitation Commission (MRC), the Massachusetts Commission for the Deaf and Hard of Hearing, and the Massachusetts Commission for the Blind;
 - 3. Coordinate with community-based organizations in the CP's Service Area(s), and have knowledge of the services and specialties offered by the following specifically:
 - a. BH and LTSS providers in the CP's Service Area(s);
 - b. Social Service Organizations and Flexible Services providers in the CP's Service Area(s); and
 - c. Primary Care Providers and other specialists working with CP Enrollees.

Section 1.3 HEALTH EQUITY

The Parties' subcontract shall require the CP to collaborate with the Contractor on certain metrics and initiatives related to Health Equity, as described in **Section 2.12** of the Contract. Specifically, the Parties' subcontract shall:

- A.** Require the CP to collect and submit to the Contractor CP Enrollee-level social risk factor data (including race, ethnicity, language, disability status, age, sexual orientation, gender identity,

and health-related social needs) using a screening tool and/or questionnaire provided by the Contractor when requested by the Contractor; and

- B.** Require the CP to support the Contractor's Health Equity initiatives, including but not limited to development of the Contractor's Health Equity Strategic Plan and Report, when such initiatives would benefit from involvement of the CP.

Section 1.4 REPORTING

The Parties' subcontract shall:

- A.** Obligate the Contractor to:
 - 1. Report to its CPs monthly on monthly panel-based payments made in a form and format specified by EOHHS;
 - 2. Report to its CPs on quality payments made, on an annual basis, and in a form and format specified by EOHHS;
 - 3. Provide its CPs monthly assignment files as further described by EOHHS in a form and format specified by EOHHS; and
 - 4. Provide its CPs EOHHS renewal and redetermination files.
- B.** Obligate the CP to:
 - 1. Provide to the Contractor monthly Enrollment and Disenrollment files in a format specified by EOHHS;
 - 2. Provide the Contractor data related to Health Equity as set forth in **Section 1.3.A of this Appendix G**.
 - 3. Provide other reports to the Contractor as identified and agreed upon by both Parties.

Section 1.5 INTEROPERABILITY, RECORD KEEPING, COMMUNICATION AND POINTS OF CONTACT

- A.** Interoperability and Record Keeping

The Parties subcontract shall include requirements for information and data sharing, including but not limited to record keeping and changes to CP Enrollee's enrollment or engagement in the CP as set forth in **Section 2.4.E.9**, and shall at a minimum:

- 1. Obligate the Parties to enter into and maintain an agreement governing the CP's use, disclosure, maintenance, creation or receipt of protected health information (PHI) and other personal or confidential information in connection with the subcontract that satisfies the requirements for a contract or other arrangement with a Business Associate under the Privacy and Security Rules, includes any terms and conditions required under a data use agreement between the Contractor and EOHHS and otherwise complies with any other privacy and security laws, regulations and legal obligations to which the Contractor is subject;
- 2. Include such agreement as an appendix to the subcontract;
- 3. Specify that no Party to the subcontract may obligate the other Party to use a specific Information Technology, Electronic Health Record system, or Care Management system;

4. Obligate both Parties to develop, maintain, and implement a mutually agreed processes for the exchange of CP Enrollee data between the Parties;
 - a. Specify the elements included in such data exchange, which shall include at a minimum: CP Enrollee name; date of birth; MassHealth ID number; MassHealth Assignment Plan; CP Enrollee address and phone number; CP Enrollee Primary Language (if available); and PCP name, address, and phone number;
 - b. Specify the frequency of such data exchange, which shall not be less than monthly;
 - c. Specify the file type of such data exchange (e.g., Excel file or other mutually agreed upon file type);
 - d. Specify the secure transmission method (e.g., secure email or the Mass Hlway).
5. Obligate both Parties to develop and implement requirements around record keeping, including that:
 - a. The CP shall maintain an information system for collecting, recording, storing and maintaining all data required under the Contract.
 - b. The CP shall maintain a secure Electronic Health Record for each CP Enrollee that includes, but is not limited to, a record of:
 - (i) All applicable Comprehensive Assessment and Care Plan elements, as described in **Sections 1.2.B** and **1.2.C** of this **Appendix G**;
 - (ii) A timely update of communications with the CP Enrollee and any individual who has direct supportive contact with the CP Enrollee (e.g., family members, friends, service providers, specialists, guardians, and housemates), including, at a minimum:
 - (a) Date of contact;
 - (b) Mode of communication or contact;
 - (c) Identification of the individual, if applicable;
 - (d) The results of the contact; and
 - (e) The initials or electronic signature of the Care Coordinator or other staff person making the entry.
 - (iii) CP Enrollee demographic information.
 - c. The CP shall ensure that all CP Enrollee Electronic Health Records are current and maintained in accordance with this Contract and any standards as may be established from time to time by EOHHS; and

- d. The CP shall provide the Contractor with a copy of the CP Enrollees' Electronic Health Records within thirty (30) calendar days of a request.
6. Obligate both Parties to develop, maintain, and implement a mutually agreed upon process for changes to CP Enrollee enrollment or engagement with the CP, including:
 - a. Specify the Contractor's process for processing requests from CP Enrollees to enroll in a different CP or disengage from the CP;
 - b. Specify the process by which the Contractor, in consultation with the CP, will determine if CP supports are no longer necessary for a CP Enrollee; and
 - c. Specify the form, format and frequency for communications between the Parties regarding changes to CP Enrollee enrollment or engagement and the processes for transitioning such CP Enrollee's care coordination.
7. The Parties' subcontract shall require that the CP maintain a record of Qualifying Activities performed for each CP Enrollee as further specified by EOHHS.

B. Communication and Points of Contact

The Parties' subcontract shall include requirements for communication and identification of points of contact, and shall at a minimum:

1. Obligate both Parties to establish key contact(s) who will be responsible for regular communication between the Parties about matters such as, but not limited to, data exchange, and care coordination, as described in **Section 2.4.E.11** of the Contract.
2. Obligate both Parties to provide the other Party information about key contact(s), including at a minimum the key contact's name, title, organizational affiliation, and contact information;
3. Obligate both Parties to provide each other with timely notification if such key contact(s) change; and
4. Obligate both Parties to develop, implement, and maintain a mutually agreed upon process for reporting of gross misconduct or critical incident involving a CP Enrollee to each other, as described in this **Appendix G**. The Parties' subcontract shall require the CP to develop, implement, maintain, and adhere to procedures to track, review, and report critical incidents. The procedures shall:
 - a. Be jointly developed
 - b. Require the CP to document critical incidents including:
 - (i) Fatalities and near fatalities;
 - (ii) Serious injuries;
 - (iii) Medication-related events resulting in significant harm;
 - (iv) Serious employee misconduct;

- (v) Serious threats of harm to CP Enrollees, CP employees or others;
- (vi) Require the CP to report critical incidents to the Contractor and the appropriate agencies and authorities;
- c. Require the CP to designate key personnel to track, report and monitor critical incidents;
- d. Require the CP to review critical incidents by committee which includes a Medical Director and Clinical Care Manager, at least quarterly; and
- e. Require the CP to take proactive steps to modify processes to avoid future incidents.

Section 1.6 PERFORMANCE MANAGEMENT AND CONFLICT RESOLUTION

The Parties' subcontract shall include requirements for performance management and compliance as set forth in **Section 2.4.E.3** of the Contract, as well as for conflict resolution. The Parties' subcontract shall, at a minimum:

- A.** Include a mutually agreed upon process for continued management of the subcontract, including:
 - 1. Specifying the frequency and format of regular meetings between the Parties for the purposes of discussing the Parties' compliance under the Parties' subcontract; and
 - 2. Specifying the intended topics of discussion during such meetings, which may include topics such as, but not limited to, CP Enrollee outreach, engagement, cost, utilization, quality and performance measures, communication between the Parties, and CP Enrollee grievances.
 - 3. Include a mutually agreed upon process for conflict resolution to address and resolve concerns or disagreements between the Parties which may arise, including but not limited to clinical, operational and financial disputes.
 - 4. Outline a mutually agreed upon process for CP performance management that may include but is not limited to the following set of escalating steps: development and implementation of a performance improvement plan, development and implementation of a corrective action plan, non-compliance letter, and contract termination. Such process for performance management shall:
 - a. Specify the areas in which the Contractor shall monitor CP performance and relevant data sources for such monitoring
 - b. Specify the areas in which the Contractor shall engage in performance management of the CP, which must include: fidelity to CP Supports as outlined in the Parties' subcontract, critical incident reporting, grievances, record keeping, and other responsibilities or performance indicators outlined in the Parties' subcontract.

5. Obligate both Parties to develop processes relating to the types, frequency, and timeliness of bidirectional reports on performance, outcomes, and other metrics;
6. Obligate both Parties to establish a cadence for the Parties' leadership to engage on the output of such reports, in order to identify and jointly agree upon areas to improve CP Enrollee care and performance on financial, quality, and utilization goals, including specifications on who will be responsible for engaging with such reports.

Section 1.7 CP ENROLLEE PROTECTIONS

A. Grievances

The Parties' subcontract shall require that the CP develop, implement, maintain, and adhere to written policies and procedures for the receipt and timely resolution of Grievances from CP Enrollees. Such policies and procedures shall require the CPs to:

1. At least annually, the CP shall notify the Contractor of any grievances the CP received and the resolution of the grievance.
2. At least annually, the Contractor shall notify EOHHS of any grievances the CP or Contractor has received regarding the CP program and the resolution of the grievance.

B. Information and Accessibility Requirements

The Parties' subcontract shall require that:

1. With respect to any written information it provides to CP Enrollees, the CP make such information easily understood as follows:
 - a. Make such information available in prevalent non-English languages specified by EOHHS;
 - b. Make oral interpretation services available for all non-English languages, including American Sign Language, available free of charge to CP Enrollees and notify CP Enrollees of this service and how to access it; and
 - c. Make such information available in alternative formats and in an appropriate manner that takes into consideration the special needs of CP Enrollees, such as visual impairment and limited reading proficiency, and notify CP Enrollees of such alternative formats and how to access those formats.
2. The CP ensures that CP Enrollee visits with Care Coordinators are conducted in a manner to accommodate a CP Enrollee's disability and language needs, including the use of safe and accessible meeting locations, language assistance (e.g., access to qualified interpreters), and auxiliary aids and services (e.g., documents that are accessible to individuals who are blind or have low vision).

C. CP Enrollee Rights

The Parties' subcontract shall require that the CP have written policies ensuring CP Enrollees are guaranteed the rights described in **Section 2.9.G.** of the Contract, and ensure that its employees, Affiliated Partners, and subcontractors observe and protect these rights. The CP

shall be required to inform CP Enrollees of these rights upon CP Enrollees' agreement to participate in the CP program.

Section 1.8 OMBUDSMAN

The Parties' subcontract shall require that the CP supports CP Enrollee access to, and work with, the EOHHS Ombudsman to address CP Enrollee requests for information, issues, or concerns related to the CP or ACO program, as described in **Section 2.9.G.2** of the Contract.

Section 1.9 TERMINATION

A. The Contractor's subcontract shall, at minimum:

1. Obligate both Parties, prior to termination of the subcontract by either Party, to:
 - a. Follow all conflict resolution processes, as appropriate, described in this **Appendix G**;
 - (i) Provided however that if both Parties agree to terminate the subcontract for reasons other than for-cause, the Parties may terminate the subcontract without following all conflict resolution processes described in this **Appendix G**;
 - b. If EOHHS terminates the relevant contract with the Contractor or CP, termination of the subcontract may be made without following all conflict resolution processes described in this **Appendix G**; and
 - c. If EOHHS notifies a Party to the subcontract, indicating that the other Party has materially breached its contract with EOHHS, in the sole determination of EOHHS, the first Party may terminate the subcontract without following all conflict resolution processes described in this **Appendix G**;
2. Specify that in the event of termination of the subcontract, the obligations of the Parties under the subcontract, with regard to each shared CP Enrollee at the time of such termination, will continue until the CP has provided a warm hand-off of the CP Enrollee to the Contractor, a new ACO or MCO, or a new CP, if applicable, and the transition of CP Enrollee data in accordance with the Parties' data policies, provided, however, that the Parties shall exercise best efforts to complete all transition activities within one month from the date of termination, expiration, or non-renewal of the subcontract.

**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

<u>RC I Adult</u> <u>Effective January 1, 2024 – December 31, 2024</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$605.65
Greater Boston	\$657.69
Southern	\$670.68
Central	\$633.60
Western	\$584.01

<u>RC I Child</u> <u>Effective January 1, 2024 – December 31, 2024</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$267.03
Greater Boston	\$274.46
Southern	\$279.77
Central	\$272.16
Western	\$288.20

<u>RC II Adult</u> <u>Effective January 1, 2024 – December 31, 2024</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$1,993.93
Greater Boston	\$2,169.80
Southern	\$2,116.07
Central	\$1,979.79
Western	\$1,726.87

<u>RC II Child</u> <u>Effective January 1, 2024 – December 31, 2024</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$1,121.12
Greater Boston	\$1,190.76
Southern	\$1,024.90
Central	\$1,084.52
Western	\$906.09

<u>RC IX</u> <u>Effective January 1, 2024 – December 31, 2024</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$639.92
Greater Boston	\$623.08
Southern	\$725.00
Central	\$682.18
Western	\$623.82

<u>RC X</u> <u>Effective January 1, 2024 – December 31, 2024</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$2,101.17
Greater Boston	\$2,296.44
Southern	\$2,135.07
Central	\$1,971.86
Western	\$1,607.43

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						
<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	\$77.87	\$69.01	\$127.02	\$69.86	\$77.87	\$127.02
Greater Boston	\$64.32	\$62.32	\$98.73	\$63.80	\$64.32	\$98.73
Southern	\$67.64	\$69.89	\$97.25	\$71.13	\$67.64	\$97.25
Central	\$59.81	\$59.23	\$102.67	\$65.52	\$59.81	\$102.67
Western	\$49.82	\$61.73	\$93.21	\$72.39	\$49.82	\$93.21

ACO Administrative Payments for Risk Track 1 Effective January 1, 2024 – December 31, 2024						
<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	\$30.96	\$27.49	\$60.40	\$60.70	\$31.65	\$64.48
Greater Boston	\$31.88	\$28.17	\$65.62	\$70.44	\$31.56	\$70.70
Southern	\$31.93	\$27.65	\$63.15	\$57.38	\$33.35	\$65.05
Central	\$31.31	\$27.34	\$60.28	\$60.54	\$32.49	\$61.94
Western	\$30.19	\$27.68	\$53.63	\$51.18	\$31.14	\$51.43

ACO Administrative Payments for Risk Track 2 Effective January 1, 2024 – December 31, 2024						
<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	\$30.31	\$27.20	\$58.29	\$59.49	\$30.95	\$62.26
Greater Boston	\$31.17	\$27.87	\$63.32	\$69.15	\$30.88	\$68.27
Southern	\$31.21	\$27.35	\$60.91	\$56.28	\$32.56	\$62.79
Central	\$30.63	\$27.04	\$58.19	\$59.37	\$31.75	\$59.86
Western	\$29.56	\$27.37	\$51.80	\$50.21	\$30.45	\$49.73

<u>ACO Administrative Payments for Risk Track 3</u> <u>Effective January 1, 2024 – December 31, 2024</u>						
<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	\$29.65	\$26.91	\$56.19	\$58.29	\$30.26	\$60.05
Greater Boston	\$30.47	\$27.57	\$61.03	\$67.86	\$30.20	\$65.85
Southern	\$30.49	\$27.04	\$58.67	\$55.18	\$31.78	\$60.54
Central	\$29.95	\$26.74	\$56.10	\$58.21	\$31.01	\$57.79
Western	\$28.92	\$27.05	\$49.98	\$49.24	\$29.77	\$48.04

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.

<u>Admission Level Stop-Loss Attachment Point</u>
\$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.

<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 2

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	✗
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% 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%

Community Care Cooperative
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%

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.

<u>PCE-specific Primary Care Sub-Capitation Rates</u>			
<u>January 1, 2024 – December 31, 2024 (RY24)</u>			
<u>PCE (as defined by EOHHS)</u>	<u>PCE SUB-CAPITATION RATE COMPONENT: BASE SUB-CAPITATION RATE</u>	<u>PCE SUB-CAPITATION RATE COMPONENT: TIER ENHANCED PAYMENT</u>	<u>TOTAL PCE SUB-CAPITATION RATE (see Section 2.14.A.1.h)</u>
	<u>(per member per month)</u>	<u>(per member per month)</u>	<u>(per member per month)</u>
XXXXXX1484	\$ 54.13	\$ 11.10	\$ 65.23
XXXXXX5308	\$ 52.42	\$ 11.41	\$ 63.83
XXXXXX2730	\$ 67.15	\$ 11.55	\$ 78.70
XXXXXX9828	\$ 62.10	\$ 11.25	\$ 73.35
XXXXXX0564	\$ 61.71	\$ 10.59	\$ 72.30
XXXXXX3817	\$ 46.39	\$ 11.80	\$ 58.19
XXXXXX5066	\$ 59.58	\$ 11.79	\$ 71.37
XXXXXX0447	\$ 84.00	\$ 11.05	\$ 95.05
XXXXXX0040	\$ 34.05	\$ 11.37	\$ 45.42
XXXXXX5800	\$ 52.23	\$ 11.38	\$ 63.61
XXXXXX8824	\$ 67.10	\$ 11.81	\$ 78.91
XXXXXX5044	\$ 61.12	\$ 11.77	\$ 72.89
XXXXXX2968	\$ 52.70	\$ 11.28	\$ 63.98
XXXXXX0560	\$ 64.07	\$ 10.77	\$ 74.84
XXXXXX3741	\$ 88.96	\$ 10.43	\$ 99.39
XXXXXX2697	\$ 62.35	\$ 11.19	\$ 73.54

<u>PCE-specific Primary Care Sub-Capitation Rates</u>			
<u>January 1, 2024 – December 31, 2024 (RY24)</u>			
<u>PCE (as defined by EOHHS)</u>	<u>PCE SUB-CAPITATION RATE COMPONENT: BASE SUB-CAPITATION RATE</u>	<u>PCE SUB-CAPITATION RATE COMPONENT: TIER ENHANCED PAYMENT</u>	<u>TOTAL PCE SUB-CAPITATION RATE (see Section 2.14.A.1.h)</u>
	<u>(per member per month)</u>	<u>(per member per month)</u>	<u>(per member per month)</u>
XXXXXX7835	\$ 58.42	\$ 11.70	\$ 70.12
XXXXXX1415	\$ 37.12	\$ 6.28	\$ 43.40
XXXXXX9746	\$ 61.57	\$ 11.29	\$ 72.86
XXXXXX1732	\$ 48.18	\$ 11.59	\$ 59.77
XXXXXX1597	\$ 39.99	\$ 12.00	\$ 51.99
XXXXXX0772	\$ 31.57	\$ 10.73	\$ 42.30
XXXXXX7629	\$ 30.84	\$ 11.27	\$ 42.11