COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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COMMONWEALTH DEPARTMENT NAME: Executes Office of feath and features services (and beigh; violities) between Health Plan (ACR) Contract Manager: Nelle Landens Phone: 977-979-9346 Billing Address: Circ Address D Phone: 977-9346 Bil	https://www.macomptroller.org/forms. Forms are also p	osted at OSD Forms: https://www.	mass gov/lists/os	<u>d-forms</u> .		
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AMENDMENT #2A

TO THE

FIRST AMENDED AND RESTATED

ACCOUNTABLE CARE PARTNERSHIP PLAN CONTRACT

FOR THE

MASSHEALTH ACCOUNTABLE CARE ORGANIZATION PROGRAM

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

WHEREAS, EOHHS and the Contractor 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) and Amendment #2 (January 1, 2024);

WHEREAS, in accordance with Section 5.9 of the Contract, EOHHS and the Contractor desire to amend the Contract effective January 1, 2024; and

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

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

1. Appendix L, Sub-Capitation Program Rates for Primary Care Entities, is hereby deleted and replaced with the attached Appendix L.

APPENDIX L

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 2.23.A.1.h** for information on how the Contractor shall pay each PCE during the Contract Year.

PCE-specific Primary Care Sub-Capitation Rates						
<u>January 1, 2024 – December 31, 2024 (RY24)</u>						
PCE (as defined by EOHHS)	PCE SUB-CAPITATION RATE COMPONENT: BASE SUB- CAPITATION RATE	PCE SUB-CAPITATION RATE COMPONENT: TIER ENHANCED PAYMENT	TOTAL PCE SUB- CAPITATION RATE (see Section 2.23.A.1.h)			
	(per member per month)	(per member per month)	(per member per month)			
XXXXX5849	\$ 63.33	\$ 12.02	\$ 75.36			

ATTACHMENT 1 TO APPENDIX L

SUB-CAPITATION PROGRAM RATES FOR PRIMARY CARE ENTITIES FOR CONTRACT YEAR 1

PCE-specific Primary Care Sub-Capitation Rates					
April 1, 2023 – December 31, 2023 (RY23)					
PCE (as defined by EOHHS)	PCE SUB-CAPITATION RATE COMPONENT: BASE SUB- CAPITATION RATE	PCE SUB-CAPITATION RATE COMPONENT: TIER ENHANCED PAYMENT	TOTAL PCE SUB- CAPITATION RATE (see Section 2.23.A.1.h)		
	(per member per month)	(per member per month)	(per member per month)		
XXXXX4093	\$ 60.87	\$ 11.60	\$ 72.47		
XXXXX5849	\$ 60.87	\$ 11.60	\$ 72.47		