

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: Mass General Brigham ACO, LLC (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4): 800 Boylston St., Ste. 1150, Boston, MA, 02199		Business Mailing Address: One Ashburton Place, 11 th Fl., Boston, MA 02108	
Contract Manager: Michael Esters	Phone: 857-282-2233	Billing Address (if different):	
E-Mail: mesters@partners.org	Fax:	Contract Manager: Alejandro Garcia Davalos	Phone: 617-838-3344
Contractor Vendor Code: VC0000861892		E-Mail: Alejandro.E.GarciaDavalos@mass.gov	
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	
<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, 2022 . Enter Amendment Amount: \$ <u>no change</u> . (or "no change") 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 (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 3 to the Fourth Amended and Restated Primary Care ACO Contract with Mass General Brigham ACO incorporates policy and fiscal updates to the Contract.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" 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 type="checkbox"/> 2. may be incurred as of _____, 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 _____, 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 March 31, 2023 , 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><i>Lindsay Jubelt</i></u> Date: <u>12/16/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Lindsay Jubelt</u> Print Title: <u>Chief Population Health Officer, Mass General Brigham</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u><i>Amanda Cassel Kraft</i></u> Date: <u>12/21/2022</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Amanda Cassel Kraft</u> Print Title: <u>Assistant Secretary for MassHealth</u>	

AMENDMENT #3
TO THE
FOURTH 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 L** (“Contractor”) entered into the Contract effective August 25, 2017, and with an Operational Start Date of March 1, 2018, to improve the MassHealth Member experience of care, health of the population, and efficiency of the MassHealth program by substantially shifting towards accountable and integrated models of care and to provide comprehensive health care coverage to MassHealth Members; and

WHEREAS, EOHHS and the Contractor amended and restated the Contract effective January 1, 2022, (the Fourth Amended and Restated Primary Care Accountable Care Organization Contract), and further amended the Contract through Amendment #1 (January 1, 2022) and Amendment #2 (January 1, 2022);

WHEREAS, in accordance with **Section 6.13** of the Contract, EOHHS and the Contractor desire to amend the Contract effective upon execution;

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 1, Definitions, Contract Year (CY)**, is hereby amended by
 - a. Deleting “For other Contract Years” and inserting in place thereof “For Contract Years 2 – 5,”; and
 - b. Inserting “For Contract Year 6, a three-month period commencing January 1, 2023, and ending March 31, 2023.” at the end of the definition.
2. **Section 1, Definitions, DSRIP Performance Year (“Performance Year”)**, is hereby amended by
 - a. Deleting “For other Performance Years” and inserting in place thereof “For Performance Years 1 – 4,” and

- b. Inserting “For Performance Year 5, a three-month period commencing January 1, 2022, and ending March 31, 2023.” at the end of the definition.
3. **Section 1, Definitions, Emergency Services Programs (ESPs)**, is hereby amended by deleting the definition in its entirety and inserting in place thereof the following new definition:

“**Emergency Services Programs (ESPs)** – Until otherwise notified by EOHHS, medically necessary services provided through designated, contracted providers, and which are available seven (7) days per week, twenty-four (24) hours per day to provide treatment of any individual who is experiencing a mental health or substance use disorder crisis, or both. An ESP encounter includes, at a minimum, crisis assessment, intervention and stabilization. In addition to contracted ESPs, ESP Encounter services (not Youth Mobile Crisis Intervention services) may also be provided by outpatient hospital emergency departments as further directed by EOHHS. When notified by EOHHS, Community Behavioral Health Centers will be providing comparable services, Adult Mobile Crisis Intervention encounters and Youth Mobile Crisis Intervention, to Enrollees upon such notification.”
4. **Section 2.2.A.5** is hereby amended by adding a new **Section 2.2.A.5.d** as follows:

“d. Other Changes to Participating PCPs

 - 1) The Contractor shall satisfy the requirements in this section for any significant changes to its Participating PCPs outside of the annual process set forth by EOHHS. A significant change shall include, but may not be limited to:
 - a) The end of a Participating PCP contract, including but not limited to as a result of the proposed termination of a Participating PCP pursuant to **Section 2.2.A.1.d**, the non-renewal of a Participating PCP contract, or the closure of a Participating PCP; and
 - b) Changes in hours, access, or staffing that results in there being no other, or a limited number, of PCPs or PCP sites, available in a given geographic area;
 - 2) The Contractor shall provide written notice to EOHHS of any significant change to its Participating PCPs as follows:
 - a) The Contractor Shall provide written notice to EOHHS at least 90 days prior to the proposed effective date of any such change; provided, however, that if the Contractor seeks to terminate the Participating PCP based on concerns that implicate the health, safety, or welfare of Enrollees, the Contractor shall provide written notice to EOHHS as soon as practicable, but in no event less than 3 business days prior to the proposed effective date of termination.

- b) In the form and format specified by EOHHS, the Contractor shall include all relevant information about the proposed change, including but not limited to:
 - (i) the number of affected Enrollees;
 - (ii) the Contractor's proposed transition plans for affected Enrollees;
 - (iii) the specific steps the Contractor proposes to take to ensure continuity of care for Medically Necessary Services, as well as Community Partner supports and Flexible Services if applicable;
 - (iv) the Contractor's proposed plan for communication with Enrollees affected by the significant change, including but not limited to the plan for providing required Enrollee notifications, and any proposed provider communications; and
 - (v) any relevant next steps;
- 3) The Contractor shall follow the processes approved by EOHHS for transitioning Enrollees, continuity of care, Enrollee communication, and any provider communications.
- 4) The Contractor shall provide any other information requested by EOHHS pertaining to any such significant change within seven calendar days of the request.
- 5) The Contractor shall not effectuate any significant change without EOHHS' prior approval of the Contractor's proposed plans for transition, continuity of care, and communication, as described in this section. Such prior approval shall not be unreasonably withheld."

5. **Section 2.3.C.1** is hereby amended by adding a new **Section 2.3.C.1.e** as follows:

- "e. Ensure that Enrollees receiving care coordination supports are notified of any changes to care coordination supports, including during times when the Contractor is ending an ACO/MCO - CP Agreement or when the Contractor is discontinuing Care Management activities that the Enrollee is engaged in, if applicable."

6. **Section 2.3.F.2** is hereby amended by adding “, or as further specified by EOHHS” at the end of the section.

7. **Section 2.3.F.2.c** is hereby amended by deleting “form and format” and inserting in place thereof, “form, format, and cadence”.

8. **Section 2.3.G.2** is hereby amended by adding “, or as further specified by EOHHS” at the end of the section.
9. **Section 2.3.G.2.c** is hereby amended by deleting “form and format” and inserting in place thereof, “form, format, and cadence”.
10. Effective January 1, 2023, **Section 4.3** is hereby amended by deleting **Section 4.3.A** in its entirety and inserting in place thereof a new **Section 4.3.A** as follows:

“A. [Reserved]”
11. Effective January 1, 2023, **Section 4.3.C** is hereby amended by deleting **Section 4.3.C.1** in its entirety and inserting in place thereof a new **Section 4.3.C.1** as follows:

“1. The Contractor’s Risk Track for the TCOC Benchmark shall be Risk Track 1 as described in **Section 4.3.C.2.b**.”
12. Effective January 1, 2023, **Section 4.3.C.2.a** is hereby amended by deleting **Section 4.3.C.2.a.1** in its entirety and inserting in place thereof a new **Section 4.3.C.2.a.1** as follows:

“1) The minimum savings and losses threshold shall both be equal to two percent (2%) of the TCOC Benchmark aggregated across all Regions and Rating Categories. If the Contractor’s Savings aggregated across all Regions and Rating Categories or the absolute value of the Contractor’s Losses aggregated across all Regions and Rating Categories are less than the threshold of the TCOC Benchmark, there shall be no Shared Savings or Shared Losses payment.”
13. Effective January 1, 2023, **Section 4.3.C.2** is hereby amended by deleting **Section 4.3.C.2.b** in its entirety and inserting in place thereof a new **Section 4.3.C.2.b** as follows:

“b. Risk Track 1

Subject to the provisions in **Section 4.3.C.2.a**, the Contractor’s Shared Savings payment or Shared Losses payment shall be as set forth in **Appendix I, Exhibit 4**.”
14. Effective January 1, 2023, **Section 4.3.C.2** is hereby amended by deleting **Section 4.3.C.2.c** in its entirety.
15. Effective January 1, 2023, **Section 4.3** is hereby amended by deleting **Section 4.3.D** in its entirety and inserting in place thereof a new **Section 4.3.D** as follows:

“D. Payment

The Contractor shall pay EOHHS any Shared Losses payment within thirty (30) days of receiving notification from EOHHS of the amount of the Contractor’s Shared Losses payment.”

16. Effective January 1, 2023, **Section 4.3.E.2** is hereby amended by deleting **Section 4.3.E.2.h** in its entirety and inserting in place thereof a new **Section 4.3.E.2.h** as follows:
- “h. [Reserved]”
17. Effective January 1, 2023, **Section 5.1** is hereby amended by deleting **Section 5.1.D** in its entirety and inserting in place thereof a new **Section 5.1.D** as follows:
- “D. [Reserved]”
18. **Section 5.1.F** is hereby amended by adding a new **Section 5.1.F.9** and new **Section 5.1.F.10** as follows:
- “9. The Contractor shall ensure that Enrollees receiving Flexible Services are notified of potential changes to Flexible Services including related to the termination of the Contract.
10. The Contractor shall report to EOHHS about Flexible Services transition plans in a form and format as further specified by EOHHS.”
19. Effective January 1, 2023, **Section 5.2** is hereby amended by deleting **Section 5.2.B** in its entirety and inserting in place thereof a new **Section 5.2.B** as follows:
- “B. [Reserved]”
20. Effective January 1, 2023, **Section 5.2** is hereby amended by inserting a new **Section 5.2.J** as follows:
- “J. When directed by EOHHS and as further specified by EOHHS, the Contractor shall return to EOHHS all unspent Startup and Ongoing DSRIP Payments, as described in **Section 5.2.A**, and Flexible Services DSRIP Payments, as described in **Section 5.2.C**, including but not limited to amounts rolled over from all previous Performance Years.”
21. **Section 6.1** is hereby amended by deleting “December 31, 2022” and inserting in place thereof “March 31, 2023”.
22. **Appendix A, TCOC Included Services**, is hereby deleted and replaced with the attached **Appendix A**.
23. **Appendix B, EOHHS Accountable Care Organization Quality Appendix**, is hereby deleted and replaced with the attached **Appendix B**.
24. Effective January 1, 2023, **Appendix I, TCOC Benchmark**, is hereby deleted and replaced with the attached **Appendix I**.

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	✓	✓	✓	
Certain COVID-19 Specimen Collection and Testing	✓	✓	✓	
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	✓	✓	✓	
Medical Nutritional Therapy	✓	✓	✓	
Orthotics	✓	✓	✓	
Oxygen and Respiratory Therapy Equipment	✓	✓	✓	
Pharmacy (Please see below for categories of Pharmacy that are not included in TCOC calculations.)				
1) Prescription Drugs	✓	✓	✓	
2) Over-the-Counter Drugs				
3) Non-Drug Pharmacy Products				
Physician (primary and specialty)	✓	✓	✓	
Podiatry	✓	✓	✓	
Preventive Pediatric Health Screening and Diagnostic Services		✓		
Prosthetic Services and Devices	✓	✓	✓	
Radiology and Diagnostic Tests	✓	✓	✓	
Remote Patient Monitoring	✓	✓	✓	
School Based Health Center Services	✓	✓		
Therapy				
1) Physical	✓	✓	✓	
2) Occupational				
3) Speech and Hearing				

Service	Coverage Types			
	MassHealth Standard & CommonHealth Enrollees	MassHealth Family Assistance Enrollees	CarePlus	
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 (wrap service)

These services, coordinated by, but not provided 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	✓			
Certain Bundled COVID-19 Testing	✓	✓	✓	
Chapter 766	✓	✓		
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	✓			
Digital Therapy Products	✓	✓	✓	
Preventative and Basic Dental Services	✓	✓	✓	
Group Adult Foster Care	✓			
Isolation and Recovery Site Services	✓	✓	✓	
Keep Teens Healthy	✓	✓		
Personal Care Attendant	✓			
Pharmacy – HCV and Non-HCV High Cost Drugs	✓	✓	✓	
Private Duty Nursing/Continuous Skilled Nursing	✓	✓		
Telehealth Network Provider Services	✓	✓	✓	
Transitional Support Services (TSS) for Substance Use Disorders (Level 3)	✓	✓	✓	
Transportation (non-emergent, to in-state location or location within 50 miles of the	✓		✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Enrollees	MassHealth Family Assistance Enrollees	CarePlus	
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

	Coverage Types			
Service	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	✓	✓	✓	
Diversiónary Services				
24-Hour Diversiónary Services				
a. Community Crisis Stabilization	✓	✓	✓	
b. Community-Based Acute Treatment for Children and Adolescents (CBAT)	✓	✓		
c. 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)	✓	✓		
f. 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)	✓	✓	✓	
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. Co-Occurring Enhanced Residential Rehabilitation Services (Level 3.1)	✓	✓	✓	

Service	Coverage Types			
	ACO MassHealth Standard & CommonHealth Enrollees	ACO MassHealth Family Assistance Enrollees	CarePlus	
6. Population-Specific High Intensity Residential Services (Level 3.3.)	✓	✓	✓	
Non-24-Hour Diversionary Services				
a. Community Support Program (CSP)	✓	✓	✓	
b. Partial Hospitalization (PHP)	✓	✓	✓	
c. Psychiatric Day Treatment	✓	✓	✓	
d. Structured Outpatient Addiction Program (SOAP)	✓	✓	✓	
e. Intensive Outpatient Program (IOP)	✓	✓	✓	
f. Recovery Coaching	✓	✓	✓	
g. Recovery Support Navigators	✓	✓	✓	
h. 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	✓	✓	✓	

Service	Coverage Types			
	ACO MassHealth Standard & CommonHealth Enrollees	ACO MassHealth Family Assistance Enrollees	CarePlus	
n. Opioid Treatment Services	✓	✓	✓	
o. Ambulatory Withdrawal Management (Level 2WM)	✓	✓	✓	
p. Psychological Testing	✓	✓	✓	
q. Special Education Psychological Testing	✓	✓		
r. Applied Behavioral Analysis for members under 21 years of age (ABA Services)	✓	✓		
s. Early Intensive Behavioral Intervention (EIBI)	✓	✓		
t. Preventive Behavioral Health Services	✓	✓		
Intensive Home or Community-Based Services for Youth				
a. Family Support and Training	✓			
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	✓			
Emergency Services Program (ESP), until otherwise notified by EOHHS				
1. ESP Encounter, provided by contracted ESPs and by outpatient hospital emergency departments as further directed by EOHHS	✓	✓	✓	
2. Youth Mobile Crisis Intervention	✓	✓		
Crisis Services				
1. Adult Mobile Crisis Intervention (AMCI) Encounter	✓	✓	✓	
2. Youth Mobile Crisis Intervention (YMCI)	✓	✓		
3. Emergency Department-based Crisis Intervention Mental Health Services	✓	✓	✓	

		Coverage Types		
Service	ACO MassHealth Standard & CommonHealth Enrollees	ACO MassHealth Family Assistance Enrollees	CarePlus	
Other Behavioral Health Services				
1. Electro-Convulsive Therapy (ECT)	✓	✓	✓	
2. Repetitive Transcranial Magnetic Stimulation (rTMS)	✓	✓	✓	
3. Specialing	✓	✓	✓	

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 B - EOHHS Accountable Care Organization Quality Appendix

This Appendix details how EOHHS will calculate the Contractor's Quality Score and DSRIP Accountability Score as described in the Contract. EOHHS reserves the right to modify the methodology set forth herein prior to execution of the Contract. EOHHS may modify the methodology set forth herein after the execution of the Contract by written amendment. EOHHS anticipates ongoing evaluation of this methodology, including but not limited to the list of Quality Measures, during the Contract Term. EOHHS anticipates engaging the Contractor and other ACOs as well as other stakeholders in this evaluation process. The following information is included. **For the purposes of this document, "Budget Period (BP)" is used interchangeably with "Performance Year (PY)".**

1 Overview of Quality Score and DSRIP Accountability Score

2 Methodology to Calculate Quality Score

2.1 List of Quality Measures

2.2 Member Experience Survey

2.3 Quality Measure Scoring Methodology for All Measures (Budget Periods 2, 4, and 5)

2.4 Domain Scoring Methodology for All Measures (Budget Periods 2, 4, 5)

2.5 Quality Measure Scoring Methodology (Budget Period 3)

2.6 Domain Scoring Methodology for Member Experience Quality Domains (Budget Periods 2 and 3)

2.7 Methodology for Establishing Performance Benchmarks for Quality Measures

2.8 Methodology to Calculate Quality Score

3 Methodology to calculate DSRIP Accountability Score

3.1 Overall Approach

3.2 Total Cost of Care Performance

3.3 Quality Performance

3.4 DSRIP Accountability Score

1 Overview of Quality Score and DSRIP Accountability Score

The Contractor shall receive, for each Performance Year, a Quality Score and a DSRIP Accountability Score, which may be two different values. The Contractor's Quality Score shall modify the Contractor's risk corridor payments, as described in Section 4 and Appendix D of the Contract. The Contractor's DSRIP Accountability Score shall be used to determine the proportion of the Contractor's withheld DSRIP payments the Contractor receives, as described in Section 5 of the Contract.

The Contractor's Quality Score and DSRIP Accountability Score shall be calculated as described in this Appendix and as further specified by EOHHS. Section 2 of this Appendix describes how the Contractor's Quality Score is calculated. Section 3 of this Appendix describes how the Contractor's DSRIP Accountability Score is calculated.

EOHHS will use the Contractor's DSRIP Accountability Score for the period January 1, 2022, through December 31, 2022, to determine the proportion of the Contractor's withheld DSRIP payments the Contractor receives for the period January 1, 2023, through March 31, 2023.

2 Methodology to Calculate Quality Score

The Contractor's Quality Score is based on a weighted average of the Contractor's scores across a set of individual measures that are grouped into domains. This Section of the Appendix describes the individual measures, the methodology EOHHS will use to calculate the Contractor's score for each measure, and the methodology EOHHS will use to calculate and average domain scores to produce the Contractor's Quality Score.

2.1 List of Quality Measures

Quality Measures include claims-based measures, Clinical Quality Measures, and member care experience surveys across the following four domains:

- Prevention & Wellness
- Care Integration
- Patient Experience Survey: Overall Rating and Care Delivery
- Patient Experience Survey: Person-centered Integrated Care

In calculating the Contractor's Quality Score, EOHHS will apply a weight to each domain. The Quality Measures Domain Weights are presented in Exhibit 1.

EXHIBIT 1 – Quality Domain Weights

ACO Quality Domain Weights				
Quality Domain		Domain Weight: PY 1	Domain Weight: PY 2	Domain Weight: PY 3
Domain Weight: PY 4-5				
<i>Clinical Quality Measures</i>				
1	Prevention & Wellness	100% (P4R only)	85%	65%
2	Care Integration		--	20%
<i>Patient Experience Surveys</i>				
3	Overall Rating and Care Delivery	--	15%	15%
4	Person-centered Integrated Care	--	--	--

In Performance Year 1, quality is “pay-for-reporting” – i.e., the Contractor will be required to report all Hybrid Quality Measures satisfactorily (i.e., measures requiring submission of record based data) to achieve a full score. Beginning in Performance Year 2, a subset of Quality Measures will be pay-for-performance (P4P) – i.e., the Contractor’s score will be based on the Contractor’s performance. For Performance Year 3, the State has proposed reweighting as illustrated in the table above to account for the impact of the public health emergency on measurement and accountability in 2020. For Performance Years 4-5, all Quality Measures will be pay-for-performance (P4P).

If the Contractor has an insufficient number of Enrollees (as determined by EOHHS) for a Measure, then EOHHS will exempt the Contractor from that particular Measure. As such, the weight assigned to the Measure within the Measure’s domain will be redistributed equally among all other measures within that domain. Thus, the overall domain weights will not increase or decrease as a result of measure ineligibility.

Please see Exhibit 2 for the list of Quality Measures. EOHHS reserves the right to modify this list as deemed necessary and determined by EOHHS.

EXHIBIT 2 – ACO Quality Measures

#	Measure Name	Measure Description	Data Source	Measure Steward	NQF No.
1	Childhood Immunization Status	Percentage of members who received all recommended immunizations by their 2nd birthday	Hybrid	NCQA	0038
2	Immunizations for Adolescents	Percentage of members 13 years of age who received all recommended vaccines, including the HPV series	Hybrid	NCQA	1407
3	Timeliness of Prenatal Care	Percentage of deliveries in which the member received a prenatal care visit in the first trimester or within 42 days of enrollment	Hybrid	NCQA	1517
4	Oral Health Evaluation	Percentage of members under age 21 years who received a comprehensive or periodic oral evaluation within the year	Claims	ADA DQA	2517
5	Screening for Depression and Follow Up Plan	Percentage of members 12 to 64 years of age screened for depression on the date of the encounter using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen	Hybrid	CMS	0418
6	Asthma Medication Ratio	Percentage of members 5 to 64 years of age who were identified as having persistent asthma and had a ratio of controller medications to total asthma medications of 0.50 or greater	Claims	NCQA	1800
7	Controlling High Blood Pressure	Percentage of members 18 to 64 years of age with hypertension and whose blood pressure was adequately controlled	Hybrid	NCQA	0018
8	Comprehensive Diabetes Care: A1c Poor Control	Percentage of members 18 to 64 years of age with diabetes whose most recent HbA1c level demonstrated poor control (> 9.0%)	Hybrid	NCQA	0059

#	Measure Name	Measure Description	Data Source	Measure Steward	NQF No.
9	Depression Remission or Response	Percentage of members 12 to 64 years of age with a diagnosis of depression and elevated PHQ-9 score, who receive follow-up PHQ-9 and experienced remission or response within 4 to 8 months of the initial elevated score	Hybrid	NCQA	N/A
10	Metabolic Monitoring for Children and Adolescents on Antipsychotics	Percentage of members 1 to 17 years of age who had two or more antipsychotic prescriptions and received metabolic testing	Claims	NCQA	2800
11	Emergency Department Visits for Individuals with Mental Illness, Addiction, or Co-occurring Conditions	Risk adjusted ratio (obs/exp) of ED visits for members 18 to 64 years of age identified with a diagnosis of serious mental illness, substance addiction, or co-occurring conditions	Claims	EOHHS	N/A
12	Follow-Up After Emergency Department Visit for Mental Illness (7 days)	Percentage of ED visits for members 6 to 64 years of age with a principal diagnosis of mental illness, where the member received follow-up care within 7 days of ED discharge	Claims	NCQA	2605
13	Follow-Up After Hospitalization for Mental Illness (7 days)	Percentage of discharges for members 6 to 64 years of age, hospitalized for mental illness, where the member received follow-up with a mental health practitioner within 7 days of discharge	Claims	NCQA	0576
14	Hospital Readmissions (Adult)	Case-mix adjusted rate of acute unplanned hospital readmissions within 30 days of discharge for members 18 to 64 years of age	Claims	NCQA	1768
15	Health-Related Social Needs Screening	Percentage of members 0 to 64 years of age who were screened for health-related social needs in the measurement year	Hybrid	EOHHS	N/A
16	Behavioral Health Community Partner Engagement	Percentage of members 18 to 64 years of age who engaged with a BH Community Partner and received a treatment plan within 4 months (122 days) of Community Partner assignment	Claims	EOHHS	N/A

#	Measure Name	Measure Description	Data Source	Measure Steward	NQF No.
17	Long-Term Services and Supports Community Partner Engagement	Percentage of members 3 to 64 years of age who engaged with an LTSS Community Partner and received a care plan within 4 months (122 days) of Community Partner assignment	Claims	EOHHS	N/A
18	Community Tenure	The percentage of eligible days that ACO members 18-64 with bipolar disorder, schizophrenia, or psychosis (BSP) diagnoses, and separately, for other members 18-64 who have at least 3 consecutive months of LTSS utilization reside in their home or in a community setting without utilizing acute, chronic, or post-acute institutional health care services during the measurement year	Claims	EOHHS	N/A
19	Initiation and Engagement of Alcohol, or Other Drug Abuse or Dependence Treatment	Percentage of members 13 to 64 years of age who are diagnosed with a new episode of alcohol, opioid, or other drug abuse or dependency who initiate treatment within 14 days of diagnosis and who receive at ≥2 additional services within 30 days of the initiation visit	Claims	NCQA	0004
20	Overall Rating and Care Delivery	Composites related to communications and willingness to recommend	Survey	AHRQ	0005
21	Person-Centered Integrated Care	Composites related to care planning, self-management, and integration of care	Survey	TBD	N/A

2.2 Member Experience Survey

EOHHS will use survey instruments to evaluate the Enrollee experience for its ACO program. Where available, EOHHS will use nationally validated surveys, such as the CAHPS Clinician and Group Survey. EOHHS will include survey questions related to EOHHS' delivery system reform priorities, such as a Patient-Centered Medical Home supplement and specific questions related to the integration of physical health, Behavioral Health, Long Term Services and Supports, and health-related social needs. EOHHS intends to phase in new approaches to evaluating Enrollee experience over time, including survey instruments that evaluate Enrollee experience with the services provided by Behavioral Health and Long Term Services and Support providers.

2.3 Quality Measure Scoring Methodology for All Measures (Budget Periods 2, 4, and 5)

The Contractor may receive "achievement points" and "improvement points" for each Quality Measure.

2.3.1 Achievement Points

The Contractor may receive up to a maximum of ten (10) achievement points for each Quality Measure, as follows:

1. EOHHS will establish an "attainment threshold" and a "goal benchmark" for each Quality Measure
 - a. "Attainment threshold" sets the minimum level of performance at which the contractor can earn achievement points
 - b. "Goal benchmark" is a high performance standard above which the Contractor earns the maximum number of achievement points (i.e. 10 points)
2. EOHHS will calculate the Contractor's performance score on the Quality Measure based on the measure specifications
3. EOHHS will award the Contractor between zero (0) and ten (10) achievement points as follows:
 - a. If the Contractor's performance score is less than the attainment threshold: 0 achievement points
 - b. If the Contractor's performance score is greater than or equal to the goal benchmark: 10 achievement points
 - c. If the performance score is between the attainment threshold and goal benchmark: achievement points earned are determined by the formula:
 - i. $10 * ((\text{Performance Score} - \text{Attainment Threshold}) / (\text{Goal Benchmark} - \text{Attainment Threshold}))$

EXHIBIT 3 – Example Calculation of Achievement Points for Measure A

Measure A attainment threshold = 45% (e.g., corresponding to 25th percentile of HEDIS benchmarks)

Measure A goal benchmark = 80% (e.g., corresponding to 90th percentile of HEDIS benchmarks)

Scenario 1:

- Measure A performance score = 25%
- Achievement points earned = 0 points

Scenario 2:

- Measure A performance score = 90%
- Achievement points earned = 10 points

Scenario 3:

- Measure A performance score = 60%
- Achievement points earned = $10 * ((60\% - 45\%) / (80\% - 45\%)) = 4.29$ points

2.3.2 Improvement Points

In addition to receiving achievement points based on performance (on a 0 to 10 scale), the Contractor may earn improvement points for reaching established improvement targets for each Quality Measure. Improvement points will be calculated as follows:

1. EOHHS will calculate the Contractor's performance score on each Quality Measure based on the measure specifications. Each Quality Measure's specifications will describe the detailed methodology by which this performance score is calculated.
2. EOHHS will compare the Contractor's performance score on each Quality Measure to the Contractor's performance score on that same Quality Measure from the highest scoring previous Performance Year (excluding BP3 due to a state of emergency declared by the federal or state government).
3. EOHHS will calculate an Improvement Target for each Quality Measure using the following formula (unless otherwise communicated by EOHHS). The Improvement Target is based on at least a 20% improvement each year in the gap between Goal Benchmark and the Attainment Threshold of each ACO measure.
 - a. Improvement Target formula = $[(\text{Goal Benchmark} - \text{Attainment Threshold}) / 5]$

For example, for Measure A, if the Attainment Threshold is 50% and the Goal Benchmark is 60%, the Improvement Target is 2% $[(60 - 50)/5]$

- b. For the purposes of calculating the Improvement Target, the result is rounded to the nearest tenth (i.e., one decimal point).

For example, for Measure B, if the Attainment Threshold is 80% and the Goal Benchmark is 90.2%, the Improvement Target is calculated to 2.04% $[(90.2 - 80)/5]$ which rounds to 2.0%.

- c. Starting in PY2, the Contractor may earn up to five (5) improvement points per measure per year for increases in measure score which meet or exceed the improvement target.

For example, for Measure B, the Improvement Target is 2.0%. If Contractor performance in PY4 is 54.0% and if Contractor performance in PY5 is 60.0%, the Contractor improvement from PY4 to PY5 is 6.0% $[(60.0 - 54.0)]$ and the Contractor is awarded 5 improvement points. No points above 5 are awarded for increases in excess of the improvement target.

- d. For the purposes of calculating the difference in Contractor quality performance over a previous year, the results are rounded to the nearest tenth (i.e., one decimal point). Rounding takes place after the calculation.

For example, for Measure B, if Contractor performance in PY4 is 54.54% and if Contractor performance in PY5 is 60.17%, the Contractor improvement from PY4 to PY5 is 5.63% $[(60.17 - 54.54)]$, and the Contractor improvement will be rounded to the nearest tenth (i.e., one decimal point) to 5.6%.

- e. The Improvement Target is based on the higher of the original baseline (PY1) or any year's performance prior to the current PY. This is intended to avoid rewarding regression in performance.

For example, for Measure B, assume Contractor performance in PY1 is 90.0% and the Improvement Target is 2.0%. If in PY4 the performance for the Contractor decreases to 89.0%, in PY5 the Contractor would need to reach 92.0% to reach the Improvement Target.

- f. There are several special circumstances:
 - i. *At or Above Goal:* If the Contractor has prior PY performance scores equal to or greater than the Goal Benchmark then the Contractor may still earn up to five (5) improvement points in each PY if improvement from the highest prior PY (excluding PY3 due to a state of emergency declared by the federal or state government) is greater than or equal to the Improvement Target.
 - ii. *At or Below Attainment:* If the Contractor has prior PY performance scores less than the Attainment Threshold then the Contractor may still earn up to five (5) improvement points each PY if improvement from the highest prior PY (excluding PY3 due to a state of emergency declared by the federal or state government) is greater than or equal to the Improvement Target, and performance in the current PY does not equal or exceed the Attainment Threshold. Additionally, if the Contractor has prior PY performance scores less than the Attainment Threshold and current PY performance scores equal to or above the Attainment Threshold then the Contractor may still earn up to five (5) improvement points if the improvement is greater than or equal to the Improvement Target.

EXHIBIT 4 – Example Calculation of Improvement Points for Measure B

Measure B Attainment = 48.9% | Goal = 59.4% | Improvement Target = 2.1%

	PY4 Score	PY5 Score	Improvement	Improvement Target Met	Improvement Points Earned
Scenario 1:	50.0%	52.1%	2.1%	Yes	5
Scenario 2:	50.0%	56.7%	6.7%	Yes	5
Scenario 3:	59.5%	63.0%	3.5%	Yes; above Goal Benchmark	5
Scenario 4:	45.0%	48.0%	3.0%	Yes; below Attainment Threshold	5
Scenario 5:	46.0%	49.0%	3.0 %	Yes; crossing Attainment	5
Scenario 6:	45.0%	46.0%	1.0%	No	0

2.4 Domain Scoring Methodology for All Measures (Budget Periods 2, 4, 5)

Domain-based scoring does not apply in PY 1, as only P4R results factor into Quality Score calculation. In PY2, PY4 and PY5, EOHHS will sum the Contractor's achievement and improvement points for all Quality Measures within each Quality Domain. Improvement points earned in one Quality Domain may only be summed with achievement points from the same Quality Domain. The total number of points earned by the Contractor in each domain cannot exceed the maximum number of achievement points available in the domain. The maximum number of achievement points in the domain is calculated by multiplying the number of Pay-for-Performance (P4P) measures in the domain, in the given PY, by the number of available achievement points per measure.

For example, if in PY4, there are ten (10) clinical quality measures in Domain X in Pay-for-Performance, and each measure is worth ten (10) achievement points, the maximum number of achievement points in Domain X would be 100. Assume that in PY5 there are now twelve (12) clinical quality measures in Domain X in Pay-for-Performance, and that each measure is worth ten (10) achievement points, the maximum number of achievement points in Domain X would be 120.

Cumulative Example:

Total number of measures in domain: 2

Maximum number of achievement points in the domain = 20

Measure Attainment = 48.9% | Goal = 59.4%

Improvement Target = [(Goal Benchmark – Attainment Level) / 5] = [59.4-48.9]/5 = 2.1

For example, for Measure A, if Contractor performance in PY4 is 54.54% and if Contractor performance in PY5 is 58.17% the Contractor will earn 8.8 Achievement Points $[10 * (58.17 - 48.9)/(59.4 - 48.9)]$. The Contractor has improved from PY4 to PY5 by 3.63% $[(58.17 - 54.54)]$ which will be rounded to the nearest tenth (e.g., one decimal point) to 3.6% which exceeds the Improvement Target of 2.1%. Thus the Contractor will earn five (5) improvement points. No points above 5 are awarded for increases in excess of the improvement target.

In this scenario the Contractor would earn 13.8 points.

If there is only one (1) additional measure in the Domain and the Contractor earned 9 total points for this measure; the total score for the Contractor would be 20.0 (out of 20) given that domain scores are capped at the maximum number of achievement points (20) in the domain.

Once the total number of points has been calculated, EOHHS will divide the resulting sum by the maximum number of achievement points that the Contractor is eligible for in the domain to produce the Contractor's Domain Score. Domain Scores are a value between zero (0) and one (1) expressed as a percentage (i.e., 0% to 100%). In PY4 and PY5, EOHHS will score the Contractor on each P4P Quality Measure unless the Contractor does not meet eligibility requirements for a specific measure (e.g., it does not meet the minimum denominator requirement). In cases like this, the measure is not factored into the denominator. Reporting measures do not factor into the Domain Score. Additionally, improvement points do not count towards the denominator; they are therefore "bonus" points. Domain Scores are each capped at a maximum value of 100%.

Exhibit 5 below shows an example calculation of an unweighted Domain Score for a Quality Domain.

EXHIBIT 5 – Example Calculations of Unweighted Domain Score

Example Calculations of Unweighted Domain Score		
Example 1	Domain only has two Quality Measures (Measure A and Measure B)	
	Therefore, maximum number of achievement points is $2 \times 10 = 20$ points	
	Measure A:	Achievement points: 1.5
		Improvement Points: 0
	Measure B:	Achievement points: 0
		Improvement Points: 5
	Total achievement points: $1.5 + 0 = 1.5$ points	
	Total improvement points: $0 + 5 = 5$ points	
	Sum of achievement and improvement points: $1.5 + 5 = 6.5$ points	
	Unweighted domain score = $6.5/20 * 100 = 32.5\%$	
Example 2	Domain only has two Quality Measures (Measure A and Measure B)	
	Therefore, maximum number of achievement points is $2 \times 10 = 20$ points	
	Measure A:	Achievement points: 8
		Improvement Points: 5
	Measure B:	Achievement points: 9.3
		Improvement Points: 0
	Total achievement points: $8 + 9.3 = 17.3$	
	Total improvement points: 5 points	
	Sum of achievement and improvement points: $17.3 + 5 = 22.3$ points	
	However, total number of points cannot exceed maximum number of achievement points (20)	
	Therefore, total domain points = 20	
	Unweighted domain score = $20/20 * 100 = 100\%$	

2.5 Quality Measure Scoring Methodology (Budget Period 3)

In order to address the impact of the state of emergency declared by the federal or state government on ACO quality performance, domain scores for Budget Period 3 (BP3) are calculated using the following methodology.

2.5.1 Achievement Points

For each measure in pay-for-performance status in BP3, the State will decide whether to set the individual ACOs' BP3 measure performance rates to 1) the higher of the ACOs' BP3 or Budget Period 2 (BP2) actual measure rates, or 2) the higher of the ACO's BP2 actual rates or the statewide median rates (i.e., measure level median performance among all ACOs) in BP2.

If the State determines BP3 measure performance rates by comparing the individual ACOs' BP2 actual rates to BP3 actual rates, then ACOs earn achievement points following the scoring approach set forth in Section 2.3.1. If the State determines BP3 measure performance rates by comparing individual ACOs' BP2 actual rates to the BP2 statewide median rates, then:

- For measures where an ACO demonstrates a higher BP2 rate than the BP2 statewide median, the ACO earns achievement points based on its own rate, following the scoring approach set forth in Section 2.3.1
- For measures where the statewide median demonstrates a higher rate than the ACO's own rate, the ACO earns achievement points based on the statewide median, following the scoring approach set forth in Section 2.3.1
- In order to prevent such cases where an ACO's measure performance rate would improve excessively through the use of the statewide median, the number of raw (i.e., percentage) points an ACO may earn when replacing an ACO actual measure rate with that of the statewide median rate is capped at 10 raw points

EXHIBIT 6 - BP3 Measure Rate Calculation with Raw Point Cap = 10.0

Measure	ACO BP2 Rate	BP2 Statewide Median	Performance Rate Used For BP3	Raw Point Cap
A	73.0%	74.0%	74.0%	No
B	73.0%	70.0%	73.0%	No
C	73.0%	80.0%	80.0%	No
D	73.0%	84.0%	83.0%*	Yes

*BP3 Performance Rate 'capped' at 83.0% (i.e., 73.0% + maximum allowance of 10.0 raw points, using BP2 state median)

Results from the 'Performance Rate Used for BP3' column are then compared to measure benchmarks for the calculation of Achievements Points, following the scoring approach described in Section 2.3.1

2.5.2 Improvement Points

If the State sets individual ACOs' BP3 measure performance rates to be the ACOs' actual BP3 measure rates, then the improvement point calculation process will follow the process used for Budget Period 2 (BP2), Budget Period 4 (BP4), and Budget Period 5 (BP5), as described above in Section 2.3.2. If the State sets individual ACOs' BP3 measure performance rates as either individual ACOs' BP2 rates or the BP2 statewide median rates (capped or uncapped), then improvement point calculation for BP3 is determined by the following methodology:

Step 1: ACO Improvement

- a. For each applicable measure, ACO BP2 actual rates are compared to ACO BP1 actual rates
 - i. For measures where an ACO demonstrates improvement (i.e., reaches the predetermined improvement targets), the ACO earns improvement points
 - ii. For measures where an ACO fails to demonstrate improvement, then Step 2 is implemented

Step 2: Statewide Median Improvement

- a. For each applicable measure (i.e., from Step 1.a.ii), the statewide median for BP1 is compared to the statewide median for BP2
 - i. For measures where the State demonstrates improvement (i.e., reaches the predetermined improvement targets), the ACO earns improvement points

Note: The number of measures by which an ACO may use Step 2.a.i to earn improvement points is capped at a number to be determined by the State, thereby preventing an unintended inflation of ACO scores (see example in Exhibit 7)

- ii. For measures where the State fails to demonstrate improvement, the ACO does not earn improvement points

Note: For purposes of simplicity, this example assumes each measure has the same Improvement Target across measures A-G

Measure Improvement Target = 2.1

State Improvement Median = 2.1

Measure	ACO BP1 Actual Rate	ACO BP2 Actual Rate	ACO Improvement	Improvement Used	Improvement Points Received (Source)
A	50.0%	53.1%	3.1	ACO = 3.1	YES (Step 1)
B	40.0%	49.1%	9.1	ACO = 9.1	YES (Step 1)
C	59.0%	58.0%	-1.0	State Med = 2.1	YES (Step 2) cap count 1/3

D	65.0%	65.0%	0.0	State Med = 2.1	YES (Step 2) cap count 2/3
E	20.0%	22.0%	2.0	State Med = 2.1	YES (Step 2) cap count 3/3
F	25.0%	26.0%	1.0	State Med = 2.1	NO cap reached*
G	20.0%	30.0%	10.0	ACO = 10.0	YES (Step 1)

*In this example, this ACO used the state median improvement (2.1) for measures C, D, E, thereby reaching the cap of using the state median 3 times. As such, this ACO may not utilize the state median for measure F.

EXHIBIT 7 - Example of Improvement Point Calculation with Cap = 3 Measures

Note: Use of the state median only ‘counts’ toward the cap in such measures where its usage results in the allocation of improvement points. In other words, in such cases where the state median is higher than ACO improvement, but does not reach the Improvement Target, then use of the state median does not count toward the cap.

2.6 Domain Scoring Methodology for Member Experience Quality Domains (Budget Periods 2 and 3)

In order to address the impact of the state of emergency declared by the federal or state government on ACO quality performance, member experience domain scores for BP2 and BP3 are calculated using the following methodology:

2.6.1 Achievement Points

For each composite in the Overall Care Delivery domain, the State will decide whether to set the individual ACOs’ BP3 performance rates to 1) the higher of their BP1 or BP2 actual rates, or 2) the higher of their BP2 or BP3 actual rates. Regardless of which comparison the State decides to use, the rate selected will be used not just for the BP3 performance rates, but also the BP2 performance rates, given that the timing of BP2 data collection (i.e., January through May of 2020) could lead to BP2 actual rates being variably impacted across ACOs as a result of the state of emergency declared by the federal or state government. Upon determination of the ACOs’ BP2 and BP3 performance rates, achievements points will be determined following the process set forth in Section 2.3.1.

EXHIBIT 8 Example of Member Experience Calculation When Deciding Between BP1 and BP2 Actual Rates

Composite (Willingness to recommend - Adult)	ACO BP1 Actual Rate	ACO BP2 Actual Rate	Performance Rate Used for Scoring BP 2 and BP3
ACO A	85%	87.0 %	87.0%
ACO B	9%	87.0%	89.0%

2.6.2 Improvement Points

Improvement point calculation for BP2 and BP3 is determined by the following methodology:

Step 1: ACO Improvement

- a. For each composite within a domain, compare ACO BP1 actual rates to BP2 performance rates
 - i. For composites where an ACO demonstrates improvement (i.e., reaches the improvement target), the ACO earns improvement points
 - ii. For composites where an ACO fails to demonstrate improvement, then Step 2 is implemented

Step 2: Statewide Improvement

- a. If the State sets individual ACOs' BP2 and BP3 performance rates to be the higher of their actual BP1 or BP2 rates, then for each composite within a domain, compare BP1 statewide median rates to BP2 statewide median rates. If the State sets ACOs' BP2 and BP3 performance rates to be the higher of their BP2 or BP3 actual rates, then for each composite within a domain, compare BP1 statewide median rates to the higher of BP2 statewide median rates or BP3 statewide median rates.
 - i. For composites where the State demonstrates improvement (i.e., reaches the improvement target), the ACO earns improvement points
 - ii. For composites where the State fails to demonstrate targeted improvement, the ACO does not earn improvement points

Note: In order to prevent such cases where an ACO's performance would improve excessively through the use of the statewide median, the number of composites by which an ACO may use Step 2.a.i to earn improvement points is capped at one

EXHIBIT 9 - Example of Improvement Point Calculation with Cap = 1 Composite

Note: This example assumes each composite has the same Improvement Target across composites A-D, and that the State is comparing BP1 rates to BP2 rates.

Measure Improvement Target = 1.0

State Improvement Median = 1.0

Composite - Example	ACO BP1 Actual Rate	ACO BP2 Performance Rate	ACO Improvement	Improvement Used	Improvement Points Received (Source)
A – Willingness to Recommend (Adult Survey)	75.1%	75.9%	0.8 (target not met by ACO)	State Med = 1.0	YES (Step 2 applied)
B - Willingness to Recommend (Child Survey)	85.1%	87.0%	1.9 (target met by ACO)	ACO = 1.9	YES (Step 2 not needed)
C - Communications (Adult Survey)	89.5	88.7%	-0.8 (target not met by ACO)	State Med = 1.0	NO (Capped at 1: Composite A already received points)
D - Communications (Child Survey)	78.1%	78.5%	0.4 (target not met by ACO)	State Med = 0.8 (target not met by State)	NO

2.7 Methodology for Establishing Performance Benchmarks for Quality Measures

EOHHS will establish the attainment threshold and goal benchmark for each Quality Measure. EOHHS anticipates establishing these performance benchmarks as follows:

- For Quality Measures based on NCQA HEDIS measures, EOHHS anticipates using NCQA Quality Compass percentile benchmarks where possible
- For non-HEDIS claims-based Quality Measures, EOHHS anticipates using existing MassHealth data sources such as MassHealth historical claims or encounter data
- For non-HEDIS Clinical Quality Measures, or other Quality Measures where EOHHS does not have access to applicable data, EOHHS anticipates using MassHealth benchmarks based on the ACO-attributed population

2.8 Methodology to Calculate Quality Score

EOHHS will calculate the Contractor's Quality Score by multiplying the unweighted domain scores for each domain by the domain weights detailed in Exhibit 1, and then summing the resulting weighted domain scores together. The Contractor's Quality Score will be a number between zero (0) and one (1), inclusive.

3 Methodology to calculate DSRIP Accountability Score

3.1 Overall Approach

The amount of at-risk DSRIP funds a Contractor earns will be determined by its DSRIP Accountability Score. The Contractor's DSRIP Accountability Score will be based on the ACO's TCOC achievement, as well as their quality performance on the same four (4) Quality Measure domains used for the Contractor's Quality Score. The Contractor's TCOC achievement will be calculated as described in Section 3.2 below; the Contractor's quality performance will be calculated as described in Section 3.3 below. The relative contributions of the Contractor's TCOC achievement and quality performance are detailed in Exhibit 10:

EXHIBIT 10 – ACO DSRIP Accountability Domains

DSRIP Accountability Domain	% Contribution to DSRIP Accountability Score		
	Performance Year (PY) 0	PY 1-2	PY 3-5
Total Cost of Care achievement	NA	NA	25%
Quality performance	NA	100%	75%

3.2 Total Cost of Care Performance

This domain reflects a Contractor's TCOC performance for its Enrollees, relative to the Contractor's TCOC Benchmark as described in Section 4 of the Contract. The Contractor's TCOC component of its DSRIP Accountability Score will be calculated in the following manner:

- If the Contractor's TCOC Performance is lower than the Contractor's TCOC Benchmark (i.e., the Contractor has Savings), as described in Section 4 of the Contract, the Contractor's TCOC component of its DSRIP Accountability Score equals 100%
- If the Contractor's TCOC Performance exceeds the Contractor's TCOC Benchmark by more than 5% of the Contractor's TCOC Benchmark, as described in Section 4 of the Contract, the Contractor's TCOC component of its DSRIP Accountability Score equals 0%
- If the Contractor's TCOC Performance exceeds the Contractor's TCOC Benchmark by less than 5% of the Contractor's TCOC Benchmark, the Contractor's TCOC component of its DSRIP Accountability Score equals: one (1) minus (the Contractor's TCOC Performance minus the Contractor's TCOC Benchmark) / (5% of the Contractor's TCOC Benchmark)

3.3 Quality Performance

The Contractor's quality component of the DSRIP Accountability Score will be the exact same number as the Contractor's Quality Score, as described in Section 2.

3.4 DSRIP Accountability Score

EOHHS will calculate the Contractor's DSRIP Accountability Score by multiplying the Contractor's TCOC component of its DSRIP Accountability Score (as calculated in Section 3.2 above) and the Contractor's quality component of its DSRIP Accountability Score (as described in Section 3.3 above) by the domain

weights in Exhibit 10 above, and summing the resulting amounts together. The resulting number is the Contractor's DSRIP Accountability Score, which will be a number between zero (0) and one (1), inclusive.

**APPENDIX I
TCOC BENCHMARK**

**EXHIBIT 1
TCOC BENCHMARKS AND ADMINISTRATIVE PAYMENTS
Contract Year 6**

Listed below are the Per Member Per Month (PMPM) TCOC Benchmarks and Administrative Payments for Contract Year 6 (January 1, 2023, through March 31, 2023), subject to state appropriation and all necessary federal approvals.

TCOC Benchmarks do not include EOHHS adjustments described in **Sections 4.3.E** of the Contract.

Exhibit 1.1: ACO TCOC Benchmarks (per member per month) Effective January 1, 2023 – March 31, 2023

<u>RC I Adult</u> <u>Effective January 1, 2023 – March 31, 2023</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$460.42
Greater Boston	\$467.62
Southern	\$581.46
Central	\$437.79
Western	\$433.23

<u>RC I Child</u> <u>Effective January 1, 2023 – March 31, 2023</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$203.38
Greater Boston	\$196.92
Southern	\$219.48
Central	\$198.82
Western	\$201.50

<u>RC II Adult</u> <u>Effective January 1, 2023 – March 31, 2023</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$1,818.04
Greater Boston	\$1,934.00
Southern	\$2,034.04
Central	\$1,785.34
Western	\$1,594.45

<u>RC II Child</u> <u>Effective January 1, 2023 – March 31, 2023</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$997.72
Greater Boston	\$981.02
Southern	\$938.59
Central	\$974.87
Western	\$732.35

<u>RC IX</u> <u>Effective January 1, 2023 – March 31, 2023</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$579.36
Greater Boston	\$551.92
Southern	\$731.56
Central	\$575.57
Western	\$545.84

<u>RC X</u> <u>Effective January 1, 2023 – March 31, 2023</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$1,864.46
Greater Boston	\$1,778.09
Southern	\$1,939.65
Central	\$1,821.06
Western	\$1,676.95

Exhibit 1.2: ACO Administrative Payments (per member per month)

<u>ACO Administrative Payments</u> <u>Effective January 1, 2023 – March 31, 2023</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	\$11.75	\$10.53	\$29.54	\$26.73	\$12.17	\$25.31
Greater Boston	\$11.45	\$10.09	\$29.15	\$28.80	\$11.79	\$24.40
Southern	\$12.57	\$10.45	\$29.45	\$25.20	\$12.98	\$24.87
Central	\$11.45	\$10.62	\$28.33	\$27.21	\$12.68	\$25.99
Western	\$11.27	\$10.57	\$24.47	\$21.21	\$11.98	\$22.84

EXHIBIT 2
STOP-LOSS ATTACHMENT POINT
Contract Year 6

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

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

EXHIBIT 3
MINIMUM SAVINGS AND LOSSES THRESHOLD SELECTION
Contract Year 6

The table below indicates the Contractor's minimum savings and losses threshold as described in **Section 4.3.C** for the Contract Year.

<u>Minimum Savings and Losses Rate</u>
2%

EXHIBIT 4
RISK TRACK SELECTION
Contract Year 6

The table below indicates the Contractor's Risk Track as described in **Section 4.3.C** for the Contract Year.

<u>Risk Track</u>
Risk Track 1

**EXHIBIT 5
RISK SHARING ARRANGEMENTS**

TCOC Shared Savings/Shared Losses (Plan Corridor)

Risk Track 1

Risk Track 1 shall be as follows:

Savings	MassHealth Share	Contractor Share
Absolute value of savings less than or equal to 2% of the TCOC Benchmark	0%	100%
Absolute value of savings greater than 2% of the TCOC benchmark	95%	5%

Losses	MassHealth Share	Contractor Share
Absolute value of losses with an absolute value less than or equal to 2% of TCOC Benchmark	0%	100%
Absolute value of losses with an absolute value greater than 2% of the TCOC Benchmark	95%	5%