

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.masscomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Mass General Brigham ACO, LLC (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Health and Human Services <b>MMARS Department Code:</b> EHS	
<b>Legal Address: (W-9, W-4):</b> 800 Boylston St., Ste. 1150, Boston, MA, 02199		<b>Business Mailing Address:</b> One Ashburton Place, 11 <sup>th</sup> Fl., Boston, MA 02108	
<b>Contract Manager:</b> Michael Esters	<b>Phone:</b> 857-282-2233	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> mesters@partners.org	<b>Fax:</b>	<b>Contract Manager:</b> Alejandro Garcia Davalos	<b>Phone:</b> 617-838-3344
<b>Contractor Vendor Code:</b> VC0000861892		<b>E-Mail:</b> Alejandro.E.GarciaDavalos@mass.gov	
<b>Vendor Code Address ID (e.g., "AD001"):</b> AD001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> N/A	
<input type="checkbox"/> <b>NEW CONTRACT</b>		<input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: <b>March 31, 2023</b> . Enter <b>Amendment Amount:</b> \$ <u>no change</u> . (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input checked="" type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (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"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (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 <a href="#">815 CMR 9.00</a> . <input checked="" type="checkbox"/> <b>Rate Contract.</b> (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"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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 ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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 <b>Amendment 4 to the Fourth Amended and Restated Primary Care ACO Contract</b> with Mass General Brigham ACO incorporates policy and fiscal updates to the Contract effective January 1, 2023.			
<b>ANTICIPATED START DATE:</b> (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 <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <b>January 1, 2023</b> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, a date <b>PRIOR</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>March 31, 2023</b> , 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.			
<b>CERTIFICATIONS:</b> 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Lindsay E. Jubelt</u> Date: <u>3/22/23</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Lindsay Jubelt</u> Print Title: <u>Chief Population Health Officer</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Mike Levine</u> Date: <u>03/27/2023</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Mike Levine</u> Print Title: <u>Assistant Secretary for MassHealth</u>	

**AMENDMENT #4**  
**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 Accountable Care Partnership Plan Contract), and further amended the Contract through Amendment #1 (January 1, 2022), Amendment #2 (January 1, 2022), and Amendment #3 (December 21, 2022);

**WHEREAS**, in accordance with **Section 6.13** of the Contract, EOHHS and the Contractor desire to amend the Contract effective January 1, 2023;

**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 2.6, Marketing and Communication**, is hereby amended by deleting **Section 2.6.G** in its entirety and inserting in place thereof the following new **Section 2.6.G**:

“G. MassHealth Benefit Request and Eligibility Redetermination Assistance

1. As directed by EOHHS, the Contractor or Provider staff may help MassHealth applicants apply for MassHealth eligibility in the following ways. Such staff may:
  - a. Explain the MassHealth Benefit Request (MBR) and Eligibility Redetermination Verification (ERV) forms to applicants;
  - b. Assist MassHealth applicants in completing and submitting MBRs;

- c. Offer to assist Enrollees with completion of the annual ERV form; and
  - d. Refer MassHealth applicants to the MassHealth Customer Service Center
- 2. If directed by EOHHS, the Contractor is authorized to communicate with Enrollees to help them renew their MassHealth coverage. The Contractor is authorized and directed to make appropriate use of prerecorded or artificial autodialed calls and automated texts in compliance with the Federal Communications Commission January 23, 2023, Declaratory Ruling. The Contractor shall consult its legal counsel about the appropriate use of autodialed calls and automated texts to Enrollees pursuant to the FCC Declaratory Ruling. The Contractor shall be responsible for complying with the ruling.”
- 2. **Section 3.4, Enrollment and Attribution**, is hereby amended by adding in **Section 3.4.D.2** “and 130 CMR 508.003(E)(2)” before “.”.
- 3. **Section 3.4, Enrollment and Attribution**, is hereby amended by is hereby amended by adding a new **Section 3.4.E** as follows:
  - “E. In the case that EOHHS fails to make a disenrollment determination for an Enrollee by the first day of the second month following the month in which the Enrollee requests disenrollment or the Contractor refers the request to the state, the disenrollment shall be considered approved for the effective date that would have been established had EOHHS made a determination in the specified timeframe.”
- 4. **Appendix I, TCOC Benchmarks**, is hereby deleted and replaced with the attached **Appendix I**.

**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**

<b><u>RC I Adult</u></b> <b><u>Effective January 1, 2023 – March 31, 2023</u></b>	
<b><u>REGION</u></b>	<b><u>TCOC BENCHMARK</u></b>
<b>Northern</b>	<b>\$456.93</b>
<b>Greater Boston</b>	<b>\$463.53</b>
<b>Southern</b>	<b>\$578.33</b>
<b>Central</b>	<b>\$434.99</b>
<b>Western</b>	<b>\$431.12</b>

<b><u>RC I Child</u></b> <b><u>Effective January 1, 2023 – March 31, 2023</u></b>	
<b><u>REGION</u></b>	<b><u>TCOC BENCHMARK</u></b>
<b>Northern</b>	<b>\$201.25</b>
<b>Greater Boston</b>	<b>\$194.67</b>
<b>Southern</b>	<b>\$217.85</b>
<b>Central</b>	<b>\$197.19</b>
<b>Western</b>	<b>\$199.20</b>

<b><u>RC II Adult</u></b> <b><u>Effective January 1, 2023 – March 31, 2023</u></b>	
<b><u>REGION</u></b>	<b><u>TCOC BENCHMARK</u></b>
Northern	\$1,813.35
Greater Boston	\$1,927.31
Southern	\$2,026.58
Central	\$1,779.21
Western	\$1,587.44

<b><u>RC II Child</u></b> <b><u>Effective January 1, 2023 – March 31, 2023</u></b>	
<b><u>REGION</u></b>	<b><u>TCOC BENCHMARK</u></b>
Northern	\$991.24
Greater Boston	\$970.34
Southern	\$933.10
Central	\$968.69
Western	\$724.68

<b><u>RC IX</u></b> <b><u>Effective January 1, 2023 – March 31, 2023</u></b>	
<b><u>REGION</u></b>	<b><u>TCOC BENCHMARK</u></b>
Northern	\$578.23
Greater Boston	\$550.97
Southern	\$731.19
Central	\$575.61
Western	\$547.17

<u>RC X</u> <u>Effective January 1, 2023 – March 31, 2023</u>	
<u>REGION</u>	<u>TCOC BENCHMARK</u>
Northern	\$1,864.27
Greater Boston	\$1,783.08
Southern	\$1,946.82
Central	\$1,825.45
Western	\$1,682.04

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

<b><u>ACO Administrative Payments</u></b> <b><u>Effective January 1, 2023 – March 31, 2023</u></b>						
<b><u>REGION</u></b>	<b><u>RC I Adult</u></b>	<b><u>RC I Child</u></b>	<b><u>RC II Adult</u></b>	<b><u>RC II Child</u></b>	<b><u>RC IX</u></b>	<b><u>RC X</u></b>
<b>Northern</b>	<b>\$11.77</b>	<b>\$10.54</b>	<b>\$29.65</b>	<b>\$26.77</b>	<b>\$12.20</b>	<b>\$25.41</b>
<b>Greater Boston</b>	<b>\$11.46</b>	<b>\$10.09</b>	<b>\$29.25</b>	<b>\$28.82</b>	<b>\$11.82</b>	<b>\$24.52</b>
<b>Southern</b>	<b>\$12.59</b>	<b>\$10.46</b>	<b>\$29.55</b>	<b>\$25.24</b>	<b>\$13.02</b>	<b>\$25.00</b>
<b>Central</b>	<b>\$11.47</b>	<b>\$10.63</b>	<b>\$28.43</b>	<b>\$27.25</b>	<b>\$12.72</b>	<b>\$26.12</b>
<b>Western</b>	<b>\$11.29</b>	<b>\$10.57</b>	<b>\$24.55</b>	<b>\$21.23</b>	<b>\$12.03</b>	<b>\$22.97</b>

**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><b>Admission Level Stop-Loss Attachment Point</b></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><b>Risk Track</b></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:

<b>Savings</b>	<b>MassHealth Share</b>	<b>Contractor Share</b>
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%

<b>Losses</b>	<b>MassHealth Share</b>	<b>Contractor Share</b>
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%