

## APPENDIX H-1

### PAYMENT AND RISK SHARING PROVISIONS

#### Section 1. MassHealth Capitation Payment and Related Payment Provisions

##### A. Per-Member Per-Month (PMPM) Capitation Rates for Contract Year 2023 (CY23)

###### 1. PCC and TPL: PMPM (\$) Rates January 1, 2023 - December 31, 2023

Rating Category	Medical Services PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child	\$157.35	\$16.47	\$0.61	\$5.53	\$179.96
Rating Category I Adult	\$65.80	\$-	\$6.74	\$5.11	\$77.65
Rating Category I TPL	\$23.65	\$6.11	\$0.29	\$4.76	\$34.81
Rating Category II Child	\$428.78	\$232.81	\$0.31	\$13.81	\$675.71
Rating Category II Adult	\$225.34	\$-	\$12.76	\$11.51	\$249.61
Rating Category II TPL	\$60.15	\$59.94	\$1.19	\$9.62	\$130.90
Rating Category IX	\$85.85	\$-	\$11.13	\$5.94	\$102.92
Rating Category X	\$369.56	\$-	\$77.00	\$13.91	\$460.47

###### 2. Primary Care ACO: PMPM (\$) Rates January 1, 2023 - December 31, 2023

Rating Category	Medical Services PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child	\$66.42	\$7.70	\$0.23	\$4.00	\$78.35
Rating Category I Adult	\$58.80	\$-	\$8.07	\$4.08	\$70.95
Rating Category II Child	\$351.55	\$218.48	\$1.07	\$11.56	\$582.66
Rating Category II Adult	\$272.84	\$-	\$24.62	\$11.41	\$308.87
Rating Category IX	\$100.06	\$-	\$20.06	\$4.91	\$125.03
Rating Category X	\$497.54	\$-	\$236.39	\$13.40	\$747.33

**B. Risk Sharing Corridors for Contract Period CY23, for the Medical Services rates Component of Rating Categories Child I, Adult I, Child II, Adult II, I-TPL, II-TPL, IX, and X (pursuant to Section 4 of the Contract) for PCC and TPL programs**

**1. Gain on the Medical Services Capitation Rates excluding ABA and SUD services**

The amount of the Gain on the aggregate Medical Services Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are less than the Total Medical Services Capitation Payment for Contract Year 2023. EOHHS and the Contractor shall share such gain in accordance with the table below.

Gain	MassHealth Share	Contractor Share
Less than or equal to 1.5%	0%	100%
Above 1.5% and less than or equal to 3%	50%	50%
Above 3%	100%	0%

**2. Loss on the Medical Services Capitation Rates excluding ABA and SUD services**

The amount of the Loss on the aggregate Medical Services Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are greater than the Total Medical Services Capitation Payment for Contract Year 2023. EOHHS and the Contractor shall share such loss in accordance with the table below.

Loss	MassHealth Share	Contractor Share
Less than or equal to 1.5%	0%	100%
Above 1.5% and less than or equal to 3%	50%	50%
Above 3%	100%	0%

**C. Risk Sharing Corridors for CY23 for the Medical Services rates Component of Rating Categories Child I, Adult I, Child II, Adult II, IX, and X (pursuant to Section 4 of the Contract) for the Primary Care ACO program**

**1. Gain on the Medical Services Capitation Rates excluding ABA and SUD services**

The amount of the Gain on the aggregate Medical Services Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are less than the Total Medical Services Capitation Payment

for the CY23. EOHHS and the Contractor shall share such gain in accordance with the table below.

Gain	MassHealth Share	Contractor Share
Between 0 and \$100,000	99%	1%
>\$100,000	100%	0%

## 2. Loss on Medical Services Capitation Rates excluding ABA and SUD services

The amount of the Loss on the Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are greater than the Total Medical Services Capitation Payment for the CY23. EOHHS and the Contractor shall share such loss in accordance with the table below.

Loss	MassHealth Share	Contractor Share
Between 0 and \$100,000	99%	1%
>\$100,000	100%	0%

## D. Risk Sharing Corridors for Contract Year 2023 effective January 1, 2023, through December 31, 2023, for ABA and SUD Services for PCC, TPL and Primary Care ACO programs

The Contractor and EOHHS shall share risk for ABA and SUD Services in accordance with the following provisions:

1. For Contract Year 2023, EOHHS shall conduct separate reconciliations with respect to ABA and SUD Services, as follows:
  - a. EOHHS will first determine the amount paid to the Contractor by EOHHS for ABA and SUD Services for Contract Year 2023, by multiplying the following:
    - i. The ABA and SUD Add-On rates determined by EOHHS and provided to the Contractor in **Section 1.A** above; by
    - ii. The number of applicable member months for the period.
  - b. EOHHS will then determine the Contractor's expenditures for ABA and SUD Services for Contract Year 2023, using claims data submitted in the report described in **Section D.2** below and Encounter Data submitted by the Contractor.

If the amount paid to the Contractor, as determined by the calculation described in Section D.1.a above, is greater than the Contractor's expenditures, as determined by the calculation described in Section D.1.b above, then the Contractor shall be considered to have experienced a gain with respect to ABA and SUD Services for Contract Year 2023. EOHHS and the

Contractor shall share such gain in accordance with the table below for ABA and SUD services:

<b>Gain</b>	<b>MassHealth Share</b>	<b>Contractor Share</b>
<b>Between \$0 and \$100,000</b>	99%	1%
<b>&gt; \$100,000</b>	100%	0%

If the amount paid to the Contractor, as determined by the calculation described in **Section D.1.a** above, is less than the Contractor's expenditures, as determined by the calculation described in **Section D.1.b.** above, then the Contractor shall be considered to have experienced a loss with respect to ABA and SUD Services for Contract Year 2023. EOHHS and the Contractor shall share such loss in accordance with the table below:

<b>Loss</b>	<b>MassHealth Share</b>	<b>Contractor Share</b>
<b>Between \$0 and \$100,000</b>	99%	1%
<b>&gt; \$100,000</b>	100%	0%

2. To assist with the reconciliation process for ABA and SUD Services described above, the Contractor shall, within 180 days after the end of Contract Year 2023, submit claims data with respect to ABA and SUD services in the form and formats specified in **Appendix E**.

## **Section 2. MassHealth Other Payments**

### **A. Care Management Program**

The Contractor shall calculate the number of engaged enrollees in the Practice Based Care Management program (PBCM) by month and report to EOHHS on a quarterly basis. EOHHS shall issue the Engagement PPM amount, upon review and approval.

Base Per-Participant Per-Month (PPPM) engagement rate for Practice Based Care Management:

Per Participant Per Month.....\$150.00

### **B. Performance Incentives Arrangements**

Total Performance Incentive Payments may not exceed 105 percent of approved Capitation Payments attributable to the Covered Individuals or services covered by the Contract.

The CY2023 Payments for performance incentives detailed in **Appendix G** to the Contract shall be \$3,000,000.00.

### **C. PCC Plan Management Support**

For CY23, EOHHS shall pay the Contractor a fixed amount of \$850,000 for PCC Plan Management Support for PCC Plan enrollment up to 85,000 members, to be paid out in monthly installments.

EOHHS reserves the right to reduce the fixed annual amount for PCC Plan Management Support if the PCC Plan enrollment goes below 70,000 Enrollees and is projected to stay at or below that level, as determined by EOHHS.

If PCC Plan enrollment exceeds 85,000 Enrollees and is projected to stay above 85,000 members, as determined by EOHHS, EOHHS shall pay the Contractor an additional Per Enrollee Per Month rate of \$1 for each additional member in excess of 85,000. The payments shall be based on the monthly PCC member estimates used for prospective monthly capitation payment calculations and shall not be reconciled to actual PCC Plan enrollment.

### **Section 3. Other Non-MassHealth Payments**

#### **A. DCF -Mobile Crisis Intervention/Runaway Assistance Program (MCI/RAP) Payment Provisions**

Contingent upon receipt of funding from DCF, EOHHS shall pay the Contractor \$52,000.00 in support of the Mobile Crisis Intervention/Runaway Assistance Program. The Contractor shall allocate these funds to each of the Contractor's Community Behavioral Health Centers that contract with the Contractor to operate the MCI/RAP in accordance with **Section 4.2.I**.

#### **B. Autism Spectrum Disorder-Intellectual Disability (ASD-ID) for MCPAP**

EOHHS shall pay the Contractor \$650,000 in Calendar Year 2023 in support of the ASD-ID for MCPAP activities described in **Section 4.2.A.7** of the Contract.

1. The Contractor's ASD-ID for MCPAP spending shall not exceed the funding amount set forth in this sub-section.
2. Any unspent funds at the end of the Contract period shall carry-over and be applied towards the ASD-ID for MCPAP activities in subsequent contract periods, if any.
3. EOHHS reserves the right to require reporting on expenditures related to this program.

#### **C. Early Childhood MCPAP**

Subject to availability of funding from DPH, EOHHS shall pay the Contractor \$320,251 in Calendar Year 2023 in support of the Early Childhood (EC) MCPAP activities described in **Section 4.2.A.7** of the Contract.

1. The Contractor's EC MCPAP program spending in CY2023 shall not exceed the funding amount set forth in this sub-section.

2. Any unspent funds at the end of the Contract period shall carry-over and be applied towards the EC MCPAP activities in subsequent contract periods, if any.
3. EOHHS reserves the right to require reporting on expenditures related to this program.

**D. Crisis Service Safety Initiative – “Living Room Model” (pursuant to Section 4.2.A.8 of the Contract)**

The Crisis Services Safety Initiative payment shall be \$1,403,388 in Contract Year 2023. This amount will be paid out in monthly installments determined by EOHHS.

**E. Medication for Opioid Use Disorder (MOUD) Access and Pain Management Support (pursuant to Section 4.2.A.9 of the Contract) (also known as MCSTAP)**

The MOUD Access and Pain Management Support payment shall be \$325,000 in Contract Year 2023. As further specified by EOHHS, EOHHS and the Contractor shall enter into a separate payment agreement related to this payment.

**F. AMCI/YMCI Program for Uninsured Individuals Service Compensation Rate Payment (pursuant to Section 4.2.K of the Contract)**

The AMCI/YMCI Program for Uninsured Individuals Service Compensation Rate Payment shall be \$6,880,000.00 in Contract Year 2023 and paid out in monthly installments to be determined by EOHHS.

**G. AMCI/YMCI administration payment:**

The CY23 funding for the administration of AMCI/YMCI Program for Uninsured Individuals shall be \$185,000. The payments will be issued in monthly installments to be determined by EOHHS.

**H. DPH Emergency Department (ED) Boarding Grant Initiatives Payment**

Contingent upon receipt of funding from DPH, EOHHS shall pay the Contractor \$2,500,000 in support of ED boarding initiatives described in Section 4.2.M of the Contract. EOHHS shall determine the disbursement frequency of the funds. The ED boarding initiatives spending shall not exceed the funding amount set forth in this sub-section. Any unspent funds at the end of the contract period shall be returned to EOHHS unless otherwise directed. EOHHS reserves the right to require reporting on expenditures related to the ED boarding initiatives in a form and frequency determined by EOHHS.