

**Contract Between**

**United States Department of Health and Human Services**

**Centers for Medicare & Medicaid Services**

**In Partnership with**

**The Commonwealth of Massachusetts and**

**XXX**

**Effective October 1, 2023**

This Contract, effective January 1, 2022, herby amended by addendum October 1, 2023, is between the United States Department of Health and Human Services, acting by and through the Centers for Medicare & Medicaid Services (CMS), the Commonwealth of Massachusetts, acting by and through the Executive Office of Health and Human Services (EOHHS) and <XXX> (the Contractor). The Contractor's principal place of business is [insert address].

**WHEREAS**, CMS is an agency of the United States, Department of Health and Human Services, responsible, in relevant part, for the administration of the Medicare, Medicaid, and State Children's Health Insurance Programs under Title XVIII, Title IX, Title XI, and Title XXI of the Social Security Act;

**WHEREAS**, the Massachusetts Executive Office of Health and Human Services is an agency responsible for operating a program of medical assistance under 42 U.S.C. § 1396 et. seq., and M.G.L. c. 118E, designed to pay for medical services for eligible individuals;

**WHEREAS**, the Contractor is in the business of providing medical services, and CMS and the Massachusetts Executive Office of Health and Human Services desire to purchase such services from the Contractor;

**WHEREAS**, the continued provision of covered services contributes to the health and welfare of Enrollees;

**WHEREAS**, CMS and EOHHS seek to extend this Contract through December 31, 2025;

**WHEREAS**, in accordance with **Section 5.8.1** of the Contract, CMS, EOHHS and the Contractor desire to amend the Contract;

**WHEREAS**, the Contractor agrees to furnish these services in accordance with the terms and conditions of this Contract and in compliance with all federal and State laws and regulations;

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Contract, the parties agree as follows:

1. This Addendum deletes Subsection 1.37 and replaces it with the following Subsection 1.37:

1.37. Demonstration Year — Demonstration Year 1 runs from the first Effective Enrollment Date through December 31, 2014; Demonstration Year 2 runs from January 1, 2015 through December 31, 2015; Demonstration Year 3 runs from January 1, 2016 through December 31, 2016; Demonstration Year 4 runs from January 1, 2017 through December 31, 2017; Demonstration Year 5 runs from January 1, 2018 through December 31, 2018; Demonstration Year 6 runs from January 1, 2019 through December 31, 2019; Demonstration Year 7 runs from January 1, 2020 through December 31, 2020; Demonstration Year 8 runs from January 1, 2021 through December 31, 2021; Demonstration Year 9 runs from January 1, 2022 through December 31, 2022; Demonstration Year 10 runs from January 1, 2023 through December 31, 2023; Demonstration Year 11 runs from

January 1, 2024 through December 31, 2024; and Demonstration Year 12 runs from January 1, 2025 through December 31, 2025.

2. This Addendum deletes Subsection 4.1.2.1 and replaces it with the following Subsection 4.1.2.1:

4.1.2.1 Capitation Rate updates will take place on January 1st of each calendar year. However, savings percentages and quality withhold percentages (see Sections 4.3.4 and 4.4.5 of this Contract) will be applied based on Demonstration Years, as follows:

Demonstration Year	Calendar Dates
1	First effective Enrollment date – December 31, 2104
2	January 1, 2015 – December 31, 2015
3	January 1, 2016 – December 31, 2016
4	January 1, 2017 – December 31, 2017
5	January 1, 2018 – December 31, 2018
6	January 1, 2019 – December 31, 2019
7	January 1, 2020 – December 31, 2020
8	January 1, 2021 – December 31, 2021
9	January 1, 2022 – December 31, 2022
10	January 1, 2023 – December 31, 2023
11	January 1, 2024 – December 31, 2024
12	January 1, 2025 – December 31, 2025

3. This Addendum deletes Subsection 4.3.4 and replaces it with the following Subsection 4.3.4:

4.3.4. Aggregate Savings Percentages

4.3.4.1. Aggregate savings percentages will be applied equally, unless otherwise specified, as follows, to the baseline spending amounts for the Medicare Parts A/B Component and the MassHealth Component of the capitated rate, provided that such savings percentages may be adjusted in accordance with Section 4.3.4.4.

4.3.4.1.1. Demonstration Year 1, as divided into the following two (2) time periods:

4.3.4.1.1.1. First six (6) months following the first Effective Enrollment Date: 0%

4.3.4.1.1.2. After the first six (6) months following the first Effective Enrollment Date through December 31, 2014: 1%

4.3.4.1.2. Demonstration Year 2: 0 %

4.3.4.1.3. Demonstration Year 3: 0 %

4.3.4.1.4. Demonstration Year 4: 0.25%

4.3.4.1.5. Demonstration Year 5: 0.50%

- 4.3.4.1.6. Demonstration Year 6: 0.50%
- 4.3.4.1.7. Demonstration Year 7: 0.50%, unless a Commonwealth of Massachusetts state of emergency related to COVID-19 is in effect on or after May 15, 2020, including but not limited to the Commonwealth state of emergency declared via Executive Order No. 591. If such a Commonwealth state of emergency is in effect at any point during the period from May 15, 2020 through December 31, 2020, EOHHS may retroactively revise the savings percentage for the MassHealth Component of the capitated rate for the entirety of Demonstration Year 7 to a percentage not to exceed 0.50%.
- 4.3.4.1.8. Demonstration Year 8: 0.75%, 0.75% for the Medicare A/B Component of the capitated rate, and 0.50% for the MassHealth Component, unless a Commonwealth of Massachusetts state of emergency related to COVID-19 is in effect on or after September 1, 2020, including but not limited to the Commonwealth state of emergency declared via Executive Order No. 591. If such a Commonwealth state of emergency is in effect at any point during the period from September 1, 2020 through December 31, 2020, the Demonstration Year 8 savings percentage for both the Medicare A/B Component and the MassHealth Component of the capitated rate will be 0.50%
- 4.3.4.1.9. Demonstration Year 9: 0.75%, 0.75% for the Medicare A/B Component of the capitated rate, and 0.50% for the MassHealth Component, unless a Commonwealth of Massachusetts state of emergency related to COVID-19 is in effect on or after September 1, 2021, including but not limited to the Commonwealth state of emergency declared via Executive Order No. 591. If such a Commonwealth state of emergency is in effect at any point during the period from September 1, 2021 through December 31, 2021, the Demonstration Year 9 savings percentage for both the Medicare A/B Component and the MassHealth Component of the capitated rate will be 0.50%.
- 4.3.4.1.10. Demonstration Year 10: 1.0%, unless a Commonwealth of Massachusetts state of emergency related to COVID-19 is in effect on or after January 1, 2023. If such a Commonwealth state of emergency is in effect at any point during the period from January 1, 2023 through December 31, 2023, the Demonstration Year 10 savings percentage will be 0.75%.
- 4.3.4.1.11. Demonstration Year 11: 1.25%
- 4.3.4.1.12. Demonstration Year 12: 1.25%
- 4.3.4.2. Except as otherwise specified, including in Section 4.4.4.1.2 rate updates will take place on January 1st of each calendar year.
- 4.3.4.3. Savings percentages will not be applied to the Part D Component. CMS will monitor Part D costs on an ongoing basis. Any material change in Part D costs relative to the baseline may be factored into future year savings percentages.
- 4.3.4.4. EOHHS may submit for CMS approval a methodology whereby the savings percentages applied to the MassHealth Component may vary by Rating Category, but will in the

aggregate reflect the savings percentages specified in Section 4.3.4. If implemented, this methodology will take effect no sooner than calendar year 2018.

4. This Addendum deletes Subsection 4.4.5.6 and replaces it with the following Subsection 4.4.5.6:

**4.4.5.6. Withhold Measures in Demonstration Years 2 through 12**

- 4.4.5.6.1. The quality withhold will be 0% in Demonstration Year 2, 1% in Demonstration Year 3, 1.25% in Demonstration Year 4, 1.5% in Demonstration Year 5, 1.75% in Demonstration Years 6 through 8, 2.5% in Demonstration Year 9, 2.75% in Demonstration Year 10, 3% in Demonstration Year 11, and 3.25% in Demonstration Year 12.
- 4.4.5.6.2. Payment will be based on performance on the quality withhold measures listed in Figure 4.2, below. The Contractor must report these measures according to the prevailing technical specifications for the applicable measurement year.
- 4.4.5.6.3. If the Contractor is unable to report at least three of the quality withhold measures listed in Figure 4.2 for a given year due to low enrollment or inability to meet other reporting criteria, alternative measures will be used in the quality withhold analysis. Additional information about this policy is available in the Medicare-Medicaid Capitated Financial Alignment Model CMS Core Quality Withhold Technical Notes.
- 4.4.5.6.4. For Demonstration Years 6, 7, 8, 9, 10, 11, and/or 12 CMS and EOHHS in their sole discretion may provide flexibilities via administrative guidance to the quality withhold measures listed in Figure 4.2 related to COVID-19 impacts.

**Figure 4.2: Quality Withhold Measures for Demonstration Years 2 through 12**

Measure	Measure Steward/Data Source	CMS Core Withhold Measure	State Withhold Measure
Customer Service (DY 2 only)	AHRQ/CAHPS	X	
Getting Appointments and Care Quickly (DY 2 only)	AHRQ/CAHPS	X	
Plan all-cause readmissions	NCQA/HEDIS	X	
Annual flu vaccine	CAHPS	X	
Follow-up after hospitalization for mental illness	NCQA/HEDIS	X	
Controlling blood pressure	NCQA/HEDIS	X	

Measure	Measure Steward/Data Source	CMS Core Withhold Measure	State Withhold Measure
Medication Adherence for Diabetes Medications (DY 2-8 only)	CMS/PDE Data	X	
Encounter Data (DY 3-12 only)	CMS defined measure	X	
Initiation and Engagement of Alcohol and Other Drug Dependence Treatment	NCQA/HEDIS		X
Adults' Access to Preventive/Ambulatory Health Services (DY 3-8 only)	NCQA/HEDIS		X
Diabetes Care: Blood Sugar Controlled (DY 9-12 only)	NCQA/HEDIS		X
Timely Assessment (DY 9-12 only)	CMS defined measure		X
Tracking of Demographic Information (DY 9-12 only)	State defined measure		X
Documentation of Care Goals (DY 9 only)	State defined measure		X
Access to LTS Coordinator (DY 9 only)	State defined measure		X
Breast Cancer Screening (DY 10-12 only)	NCQA/HEDIS		X
Minimizing Facility Length of Stay (DY 10-12 only)	CMS defined measure		X

5. This Addendum deletes Subsection 4.7.3.3.4 and 4.7.3.4.4 replaces it with the following Subsection 4.7.3.3.4 and 4.7.3.4.4:

4.7.3.3.4. Demonstration Years 6 - 12

- 4.7.3.3.4.1. For the portion of gains and/or losses of 0 through 2.0%, the Contractor bears 100% of the gain/loss. For the portion of gains and/or losses of 2.1% through 8.0%, the Contractor bears 50% of the gain/loss and EOHHS and CMS share in the other 50%, as described in Section 4.7.3.2.1. For the portion of gains and/or losses of 8.1% and greater, the Contractor bears 100% of the gain/loss.
- 4.7.3.3.4.2. For Risk Corridor Percentages greater than 108.0%, EOHHS and CMS will make payment to the Contractor of 3.0% of the Adjusted Capitation Rate Revenue, with the share of the payment made by EOHHS and CMS as described in Section 4.7.3.2.1 above. The Contractor is at full financial risk for amounts greater than 108.0%.

- 4.7.3.3.4.3. For Risk Corridor Percentages of 102.1 through 108.0%, EOHHS and CMS will make payment to the Contractor equaling the Adjusted Capitation Rate Revenue multiplied by 50% of [Risk Corridor Percentage minus 102.0%], with the share of the payment made by EOHHS and CMS as described in Section 4.7.3.2.1 above.
- 4.7.3.3.4.4. For Risk Corridor Percentages of 98.0% through 102.0%, no payment will be made by EOHHS and CMS to the Contractor, or by the Contractor to EOHHS and CMS.
- 4.7.3.3.4.5. For Risk Corridor Percentages of 97.9% through 92.0%, the Contractor will make payment to EOHHS and CMS equaling the Adjusted Capitation Rate Revenue multiplied by 50% of [98.0% minus the Risk Corridor Percentage], with the share of the payment made by EOHHS and CMS as described in Section 4.7.3.2.1 above.
- 4.7.3.3.4.6. For Risk Corridor Percentages less than 92.0%, the Contractor will make payment to CMS and EOHHS of 3.0% of the Adjusted Capitation Rate Revenue, with the share of the payment made by EOHHS and CMS as described in Section 4.7.3.2.1 above. The Contractor is not obligated to make any additional payment for amounts below 92.0%.

4.7.3.4.4. Demonstrations Years 6-12

<b>Incremental Loss or Gain (as % of Total Adjusted Capitation Rate Revenue)<sup>1</sup></b>	<b>Corresponding Risk Corridor Percentage</b>	<b>% Contractor Risk Sharing</b>	<b>% EOHHS &amp; CMS Risk Sharing</b>	<b>% CMS Risk Sharing</b>	<b>% EOHHS Risk Sharing<sup>2</sup></b>
Loss >8%	>108.0%	100%	0%	0%	0%
Loss >2% and ≤ 8%	102.1% to 108.0%	50%	50%	(50%) * (Medicare A/B Percent of Rate)	(50%)* (Medicaid Percent of Rate)
Loss or Gain ≤ 2%	98.0% to 102.0%	100%	0%	0%	0%
Gain >2% and ≤ 8%	97.9% to 92.0%	50%	50%	(50%) * (Medicare A/B Percent of Rate)	(50%)* (Medicaid Percent of Rate)
Gain >8%	< 92.0%	100%	0%	0%	0%

<sup>1</sup>Loss and gain reflected on an incremental basis, rounded to the nearest one tenth of a percent. Loss or gain >8.0% still results in risk sharing reconciliation for the loss or gain between 2.1% and 8.0%.

<sup>2</sup>All EOHHS Risk Sharing shall be treated as Medicaid expenditures eligible for FMAP.

6. This Addendum deletes Subsection 5.7 and replaces it with the following Subsection 5.7:

## **5.7 Contract Term**

- 5.7.1 This Contract shall be in effect through December 31, 2025, and, so long as the Contractor has not provided CMS with a notice of intention not to renew, and CMS/EOHHS have not provided the Contractor with a notice of intention not to renew, pursuant to 42 C.F.R. § 422.506 or Section 5.5 above, shall be renewed in one year terms, through December 31, 2025



**Signatures**

In Witness Whereof, CMS, EOHHS, and the One Care Plan have caused this Agreement to be executed by their respective authorized officers:

---

[One Care Plan Signatory Name]  
[One Care Plan Signatory Title]  
[One Care Plan]

---

Date

THIS PAGE INTENTIONALLY LEFT BLANK.

In Witness Whereof, CMS, EOHHS, and the One Care Plan have caused this Agreement to be executed by their respective authorized officers:

\_\_\_\_\_  
Lindsay P. Barnette  
Director  
Models, Demonstrations & Analysis Group  
Medicare-Medicaid Coordination Office  
Centers for Medicare & Medicaid Services  
United States Department of Health and Human Services

\_\_\_\_\_  
Date

THIS PAGE INTENTIONALLY LEFT BLANK.

In Witness Whereof, CMS, EOHHS, and the One Care Plan have caused this Agreement to be executed by their respective authorized officers:

---

Kathryn Coleman  
Director  
Medicare Drug & Health Plan Contract Administration Group  
Centers for Medicare & Medicaid Services  
United States Department of Health and Human Services

---

Date

THIS PAGE INTENTIONALLY LEFT BLANK.

In Witness Whereof, CMS, EOHHS, and the One Care Plan have caused this Agreement to be executed by their respective authorized officers:

---

Marylou Sudders  
Secretary  
Executive Office of Health and Human Services  
Commonwealth of Massachusetts

---

Date