



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.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Fallon Community Health Plan, Inc. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4): 10 Chestnut St., Worcester, MA, 01608		Business Mailing Address: One Ashburton Place, 11 th Fl., Boston, MA 02108	
Contract Manager: Matthew Herndon	Phone: 508-368-0931	Billing Address (if different):	
E-Mail: Matthew.Herndon@fallonhealth.org	Fax:	Contract Manager: Alejandro Garcia Davalos	Phone: 617-838-3344
Contractor Vendor Code: VC6000230412		E-Mail: Alejandro.E.GarciaDavalos@mass.gov	Fax:
Vendor Code Address ID (e.g., "AD001"): AD005. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): N/A	
		RFR/Procurement or Other ID Number: BD-22-1039-EHS01-ASHWA-71410	
<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, 2027 . Enter Amendment Amount: \$ <u>no change</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input 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 2A to the First Amended and Restated Contract with Fallon Community Health Plan, Inc., for its Accountable Care Partnership Plan with Atrius Health, Inc., updates financial and a certain appendix in the Contract effective January 1, 2024.			
ANTICIPATED START DATE: (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 no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of January 1, 2024 , 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 _____, 20____, 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 December 31, 2027 , 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>Todd Bailey</u> Date: <u>5/3/2024</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Todd Bailey</u> Print Title: <u>Chief Financial Officer and Interim President & CEO</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Mike Levine</u> Date: <u>05/09/2024</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 #2A
TO THE
FIRST AMENDED AND RESTATED
ACCOUNTABLE CARE PARTNERSHIP PLAN CONTRACT
FOR THE
MASSHEALTH ACCOUNTABLE CARE ORGANIZATION PROGRAM

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

WHEREAS, EOHHS and the Contractor last amended and restated the Contract effective January 1, 2024, (the First Amended and Restated Accountable Care Partnership Plan Contract);

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

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

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

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

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

Atrius Health, Inc. in Partnership with Fallon Health

APPENDIX L

SUB-CAPITATION PROGRAM RATES FOR PRIMARY CARE ENTITIES
Contract Year 2

Listed below are the Per Member Per Month (PMPM) Primary Care Entity (PCE) Primary Care Sub-Capitation Rates, developed by EOHHS, for Contract Year 2 (January 1, 2024, through December 31, 2024) (also referred to as Rate Year 2024 or RY24). The table below sets forth PMPM amounts by PCE, across all Regions and Rating Categories. Please refer to **Section 2.23.A.1.h** for information on how the Contractor shall pay each PCE during the Contract Year.

PCE-specific Primary Care Sub-Capitation Rates			
PCE (as defined by EOHHS)	<u>PCE SUB-CAPITATION RATE COMPONENT: BASE SUB-CAPITATION RATE</u>	<u>PCE SUB-CAPITATION RATE COMPONENT: TIER ENHANCED PAYMENT</u>	<u>TOTAL PCE SUB-CAPITATION RATE (see Section 2.23.A.1.h)</u>
	<u>(per member per month)</u>	<u>(per member per month)</u>	<u>(per member per month)</u>
January 1, 2024 – June 30, 2024			
XXXXXX7450	\$ 24.43	\$ 8.56	\$ 32.99
July 1, 2024 – December 31, 2024			
XXXXXX7450	\$ 24.43	\$ 9.63	\$ 34.06