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 <u>Standard Contract Form Instructions and Contractor Certifications</u>, the <u>Commonwealth Terms and Conditions for Human and Social Services</u> or the <u>Commonwealth IT Terms and Conditions</u> 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:

COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Humans Services (and dishars: NM, M4-11 of Chestrul St.), Worresters: MA, 01618 Legal Address: (NM, M4-11 of Chestrul St.), Worresters: MA, 01618 Basilines Malling Address: Che Arbitrunn Piace, 111-81, Boston, IAO 2018 Contract Manager: Neutrino Garcia Disvolution Phone: 508-308-0331 EMail: Mallinux internating distorbreathrung Fax: Contract Window Code, VOSCO0020412 EMail: Magnines: Register (in Chestrul St.) MAMS Size Design: NN More Code Address (in (in A) 2015; ADDIS), More The Address (in (in A) 2015; ADDIS), More The Address (in (in A) 2015; ADDIS), More Code Address (in (in A) 2015; ADDIS), MAMS Size (in (in A) 2015; ADDIS), More Code Address (in (in A) 2015; ADDIS	https://www.macomptroller.org/forms. Forms are also p	osted at OSD Forms: https://www.	mass.gov/lists/osd-	<u>forms</u> .		
Contract Manager: Methree Herndro (Sea De Note): Fax: Contractor Wander Code: VC0000230472 E Mail: Alignorio E Garcia Devologigation broad to Contractor Wander Code: VC0000230472 E Mail: Alignorio E Garcia Devologigation broad to Contractor Wander Code: VC0000230472 E Mail: Alignorio E Garcia Devologigation Space (PET Psyments) PROCUREMENT OR CORPT (AD0017): A00055, MAIL Space (PET Psyments) PROCUREMENT OR EXCEPTION TYPE: (Check one option only) E Statewide Contract (OSD or on OSD-basignoted Department) C Collective Purchase (Altach (OSD approval, sope, budget) C Contract Employee (Altach Employement Status Form, sope, budget) C Contract Employee (Altach Employement Status Form, sope, budget) C Contract Employee (Altach Employement Status Form, sope, budget) C Contract Employee (Altach Employement Status Form, sope, budget) C Contract Employee (Altach Employement Status Form, sope, budget) C Contract Employee (Altach Contract Contract Altach) Indistriction for emergency, sope, budget) C Contract Employee (Altach and are legally infinding: (Check CNE option): The Department Post option and Contract Contr	, , , , , , , , , , , , , , , , , , ,					
Estait: Matthew Hender@Bildneamburg Contractor Vender Code: VC000230412 Estait: Matthew Hender@Bildneamburg MARS Die Die Schrollberund @Brass pov Fix: MARS Die Die Digs: NA MARS Die						
Contractor Vendor Code: VC6000290412 EABLE: Asignatria E. GarcaDavalos@mass.gov Fax: Vendor Code Address ID (e.g., PAD0017; A2005; MMARS Does ID(e)s NA REPProcurement of their ID Number: BID-22-1039-EHS01-ASHWA-7/4100 REPOCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (CSO) or no SD9 designated Department) Collective Purchase (Alatoh (SSD) approval, soppo, budgel) Department Procurement (includes of Cartas) (SSD) and SD9 designated Department) Department Procurement (includes of Cartas) (SSD) (Solicitation Notice or REP, and Response or other procurements supporting documentation) Emergency Contract (Alaboh (SSD) approval, soope, budgel) Contract Employee (Alatoh Employeene) (Statish advalorizing language, legislation with specific exemption or earnest, and exception judicition, scope and budget) Contract Employee (Alatoh Employeene) (Statish advalorizing language, legislation with specific exemption or earnest, and exception judicition), scope and budget) Contract Employee (Alatoh Employeene) (Statish advalorizing language) (splish) (SSD) (Solicitation Notice) (SSD) (SSD) (Solicitation Notice) (SSD) (SSD) (SSD) (SSD) (SSD	Contract Manager: Matthew Herndon	Phone: 508-368-0931	Billing Address	(if different):		
Contractor Vendor Code: VC6500220412 Vendor Code Address ID 6.g., "AD00171: AD005, MARS Doc ID(9): NA MARS Doc ID(9): NA REPProcurement or Other ID Number: BD 22-1039-EHS01-ASHWA-7/410 REPOCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (CSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, soope, budget) Department Procurement (includes all Crims*) as 156.ME 209 (Soliciation Notice or REP, and Response or other procurements supporting documentation) Emergency Contract (Albach Justification for renegative, socie, budget) Contract Employee (Attach authorizer) planague, legislation with specific severation or aerman*, and exception justification, scope and budget) Contract Employee (Attach authorizer) planague, legislation with specific severation or aerman*, and exception justification, scope and budget) Contract Employee (Attach authorizer) planague, legislation with specific severation or aerman*, and exception justification, scope and budget) Contract Employee (Attach authorizer) planague, legislation with specific severation or aerman*, and exception justification, scope and budget) Contract Employee (Attach authorizer) planague, legislation with specific severation or aerman*, and exception justification, scope and budget) Contract Employee (Attach authorizer) language/justification and updated scope and budget) Contract Employee (Attach authorizer) language/justification and updated scope and budget) Contract Employee (Attach authorizer) language justification are provided by a series of the provided by a composition of the series of the provided by a composition of the series of the provided by a composition of the series of the provided by a composition of the series of the provided by a composition of the series of the provided by a composition of the series of the provided by a composition of the series of the provided by a composition of the series of the provided by a composition of the series of the provided by a composition of the dura	E-Mail: Matthew.Herndon@fallonhealth.org	Fax:	Contract Manag	er: Alejandro Garcia Davalos	Phone: 617-838-3344	
Vendor Code Address ID (e.g., "AD001"): AD005. Mode: The Address ID must be set up for EFT payments.) RRPProcurement or N/Mer ID Number: BD-22-1039-EHS01-ASHWA-71410	Contractor Vendor Code: VC6000230412			•	Fax:	
RFR/Procurement or Other ID Number: 8D-22-1039-EHS01-ASHWA-71410 PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (OSD or an OSD-designated Department) Department Procurement (Contract (OSD or an OSD-designated Department) Department Procurement (Contract (OSD or an OSD-designated Department) Emergency Contract (Mach justification for rerespont), scope, budged) Department Procurement Exception (Attach justification for rerespont), scope, budged) Other Procurement Exception (Attach justification for rerespont), scope, budged) Other Procurement Exception (Attach authorizing language, legislation with specific exception or examely, and large properties of the state of the contract of the procurement Exception (Attach authorizing language, legislation with specific exception or examely, and largely binding) (Check ON Coption): See Contract (Attach Justification for rerespont), scope and budged) The Standard Contract from Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions of Contractor (Attach authorizing language) justification and updated scope and budged) The Standard Contract from Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions of Contractor (Attach authorizing language) justification and updated scope and budged (Instruction) The Standard Contract of Commonwealth Terms and Conditions of Commonwealth Terms			, , , , , ,			
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (ISS) or an OSD-designated Department) Collective Purchase Attach CoSD approval, soope, budget) Department Procurement (includes all Grants - 815 CMR 200) (Solicitation Notice or RFR, and Repense or other procurement supporting documentation) Emergency Contract (Ratical) salification for emergency, scope, budget) Other Procurement Exception (Attach justification for emergency, scope, budget) Other Procurement Exception (Attach justification for emergency, scope, budget) Other Procurement Exception (Attach justification for emergency, scope, budget) The Standard Contract Form Instructions and Contractor Certifications, scope and budget) The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions of Commonweal	· -	nents.)				
PROCUREMENT OR EXCEPTION TYPE: (Check ona option only) Statewide Contract (1050 or an 050-designated Department) Collective Purchase Attach CoS paymonal, soope, budget) Collective Purchase Attach CoS paymonal, soope, budget) Contract Employee (Attach Employeement State Form, soope, budget) Contract Employee (Attach and Contract Contract (Attach and Contract Contract Attach and State Sta	☐ NEW CONTRA	СТ	☑ CONTRACT AMENDMENT			
□ Statewide Contract (CDD or an CDD designated Department) □ Collective Purchase (Attach OSD approved, sope, budget) □ Department Procurement (includes of GRFA, and Response or other procurement supporting documentation) Notice of RFFA, and Response or other procurement supporting documentation) Notice of RFFA, and Response or other procurement supporting documentation of the procurement supporting documentation or the support of the sub-accounting or the sub-accounting o						
□ Clearture Purchase (Attach OSD approval; scope, budget) □ Department Procurement (includes all Grants - §15 CMR 2.0) (Solitation Notice or FRR and Response or other procurement supporting documentation) □ Centract Employee (Attach insuffication for emergency, scope, budget) □ Centract Employee (Attach insuffication for emergency, scope, budget) □ Centract Employee (Attach and Contract Centract	· ·	• • • • • • • • • • • • • • • • • • • •				
Notice or RFR. and Response or other procurement supporting documentation) Contract Employee (Attach Employee (Attach Employee) contract (Attach justification for Interior, soope, budget) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or examasis, and exception justification, scope and budget) The Standard Contract From Instructions and Contractor Certifications and budget) The Standard Contract From Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions Commonwealth Terms and Conditions (Commonwealth Terms and Conditions) Commonwealth Terms and Conditions) Commonwealth Terms and Conditions (Commonwealth Terms and Conditions) Commonwealth Terms and Conditions) Commonwealth Terms and Conditions (Commonwealth Terms and Conditions) Commonwealth Terms and Conditions) Commonwealth Terms and Conditions (Commonwealth Terms and Conditions) Commonwealth Terms and Conditions) Commonwealth Terms and Conditions (Commonwealth Terms and Conditions) Commonwealth Terms and Conditions) Commonwealth Terms and Conditions (Commonwealth Terms and Conditions) Commonwealth Terms and Conditions) Commonwealth Terms and Conditions (Commonwealth Terms and Conditions) Commonwealth Terms and Conditions) Commonwealth Terms and Conditions (Co	` `	. ,				
□ Contract Employee (Altach instification for emergency, soope, budget) □ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, 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): ② Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding; (Check ONE option): ③ Commonwealth Terms and Conditions of Commonwe	,	,				
□ contract Employee (Natch Employment Status Form, scope, budget) □ contract Composer (Natch authoritorial planguage, legislation with specific exemption or earmark, and exception justification, scope and budget) The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions Commonweal		, ,				
□ other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, 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): ☑ Commonwealth Terms and Conditions Commonwealth Terms and Conditions of Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Human and Social Services □ Commonwealth Terms and Conditions For Authoritions of the Social Services □ Commonwealth Terms and Conditions For Authoritions □ Commonwealth Terms and Conditions For Authoritions For Services □ Commonwealth Terms and Conditions For Human and Services □ Commonwealth Terms and Conditions For Port Port Port Port Port Port Port Po	· · ·		☐ Contract Employee (Attach any updates to scope or budget)			
specific exemption or earmark, and exception justification, 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): 32 Commonwealth Terms and Conditions Commonwealth		,	☐ Other Procurement Exception (Attach authorizing language/justification and updated			
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): Social Services □ Commonwealth 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 90.0 By 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.) PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice requisiting accelerated payments must identify a PPD as follows: Payment issued within 10 days% PPD; Payment issued within 30 days	. ,		scope and budget)			
supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to infercept for Commonwealth owed debts under 815 CMR 9.00. Rate Contract. (No Maximum Obligation) Attach details of all retes, units, calculations, conditions or terms and any changes if rates or terms are being amended.)	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):					
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments identify a PPD as follows: Payment issued within 10 days	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.					
identify a PPD as follows: Payment issued within 10 days	☐ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$					
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. 2. may be incurred as of	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: ⊠ agree to standard 45 day cycle □ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); □ 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 Health Collaborative					
□ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. □ 2. may be incurred as of						
3. were incurred as of						
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	,					
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	□ 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					
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 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 documents in 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 in the						
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 Contract 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 Financial Officer and Interior Precident 8 CFO. Authorizing Financial Off						
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 Form, the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documents incorporated by reference as electronically published and the Contractor Gertifications under the pains and penalties of perjury, and further agrees to provide any required documents incorporated by reference as electronically published and the Contractor Gertifications under the pains and penalties of perjury, and further agrees to provide any required documents incorporated by reference as electronically published and the Contractor or incorporated by reference as electronically published and the Contractor or incorporated by reference as electronically published and the Contractor or incorporated by reference as electronically published and the Contract and doing business in Massachusetts are attached or incorporated by reference as electronically published and the Contract Form Instructions and penalties of perjury, and further agrees to provide any required documents are attached or incorporated by reference herein according to the	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					

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.

Health Collaborative of the Berkshires, LLC 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						
January 1, 2024 – December 31, 2024 (RY24)						
PCE (as defined by EOHHS)	PCE SUB-CAPITATION RATE COMPONENT: BASE SUB- CAPITATION RATE	PCE SUB-CAPITATION RATE COMPONENT: TIER ENHANCED PAYMENT	TOTAL PCE SUB- CAPITATION RATE (see Section 2.23.A.1.h)			
	(per member per month)	(per member per month)	(per member per month)			
XXXXX3860	\$ 88.06	\$ 6.25	\$ 94.31			
XXXXX5053	\$ 47.03	\$ 6.19	\$ 53.22			
XXXXX2606	\$ 17.07	\$ 4.30	\$ 21.37			
XXXXX4068	\$ 16.42	\$ 4.17	\$ 20.59			
XXXXX5335	\$ 17.08	\$ 4.23	\$ 21.31			
January 1, 2024 – June 30, 2024						
XXXXX2119	\$ 48.98	\$ 6.64	\$ 55.62			
July 1, 2024 - December 31, 2024						
XXXXX2119	\$ 48.98	\$ 7.99	\$ 56.97			