

**COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM**



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at [macomptroller.org/forms](http://macomptroller.org/forms) or [mass.gov/lists/osd-forms](http://mass.gov/lists/osd-forms).

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
<b>Contractor Legal Name</b> Fallon Community Health Plan, Inc.		<b>Department</b> Executive Office of Health and Human Services	
<b>Legal Address</b> As entered on Form W-9 or Form W-4 1 Mercantile Street, suite 400, worcester, MA 01608		<b>Contract Manager Name</b> Alejandro Garcia Davalos	
<b>Contract Manager Name</b> Matthew Herndon		<b>Business Mailing Address</b> One Ashburton Place, 11th Fl., Boston, MA 02108	
<b>Phone</b> 508-368-0931		<b>Phone</b> 781-227-1913	
<b>Email</b> Matthew.Herndon@fallonhealth.org		<b>Email</b> Alejandro.E.GarciaDavalos@mass.gov	
<b>Vendor Code</b> VC 6000230412		<b>MMARS Doc ID(s)</b> N/A	
<b>Vendor Code Address ID</b> e.g. "AD001". AD 003		<b>RFR/Procurement or Other ID Number</b> BD-22-1039-EHS01-ASHWA-71410	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
<input type="radio"/> <b>NEW CONTRACT</b>		<input checked="" type="radio"/> <b>CONTRACT AMENDMENT</b>	
<b>Procurement or Exception Type (Check one option only)</b>		<b>Current Contract End Date</b> PRIOR to Amendment December 31, 2027	
<input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated department.)		<b>Amendment Amount</b> Or Enter "No Change" No Change	
<input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, and budget.)		<b>Amendment Type</b> Check one option only. Attach details of amendment changes.	
<input type="checkbox"/> <b>Department Procurement</b> - Includes all Grants <a href="#">815 CMR 2.00</a> . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)			
<input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, and budget.)			
<input type="checkbox"/> <b>Contract Employee</b> (Attach Employee Status Form, scope, and budget.)			
<input type="checkbox"/> <b>Interim Contract with new Contractor</b> (Attach justification for Interim Contract and updated 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.)			
<input checked="" type="checkbox"/> <b>Amendment to Date, Scope, or Budget</b> (Attach updated scope and budget.)		<input type="checkbox"/> <b>Interim Contract with Current Contractor</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>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/budget.)		<input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope/budget.)	
TERMS AND CONDITIONS			
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option:			
<input checked="" type="radio"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="radio"/> <a href="#">Commonwealth Terms and Conditions for Human and Social Services</a> <input type="radio"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
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 <a href="#">815 CMR 9.00</a> .			
<input checked="" type="radio"/> <b>Rate Contract (No Maximum Obligation).</b> (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
<input type="radio"/> <b>Maximum Obligation Contract.</b> 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 Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

- Payment issued within: **10 days**                      % PPD.
- 15 days**                        % PPD.
- 20 days**                        % PPD.
- 30 days**                        % PPD.

If PPD percentages are left blank, identify reason:

Statutory/legal                     
 Ready Payments ([M.G.L.c. 29, § 23A](#))                     
 Agree to standard 45-day cycle                     
 Only initial payment

**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.

Amendment 2A to Second Amended and Restated Accountable Care Partnership Plan Contract updates a payment appendix.

**SUPPLIER DIVERSITY PROGRAM (SDP) PLAN**

Does the Supplier Diversity Program apply?

- YES**      If YES, the Contractor's annual SDP commitment for this Contract is **1%**
- NO**        If NO, and the department is an Executive Department, enter the appropriate exemption:

**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 \_\_\_\_\_, 20\_\_\_\_, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
- 3. were incurred as of **January 1, 20 25**, 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, 20 27**, 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**

Signature and date must be captured at time of signature.

Signed by: Manny Lopes                      Date: 12/22/2025

Print Name: Manny Lopes                      Print Title: President and CEO

**AUTHORIZING SIGNATURE FOR THE DEPARTMENT**

Signature and date must be captured at time of signature.

Signature: [Signature]                      Date: 12/24/2025  
Zhao Zhang (Dec 24, 2025 15:25:26 EST)

Print Name: Mike Levine Zhao Zhang                      Print Title: Deputy Medicaid Director  
~~Undersecretary for MassHealth~~

**AMENDMENT #2A**  
**TO THE**  
**SECOND 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, 2025, (the Second Amended and Restated Accountable Care Partnership Plan Contract);

**WHEREAS**, EOHHS and the Contractor amended the Contract through Amendment #1 (January 1, 2025) and Amendment #2 (January 1, 2025);

**WHEREAS**, in accordance with **Section 5.9** of the Contract, EOHHS and the Contractor desire to amend the Contract effective January 1, 2025; 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**, 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**

**Contract Year 3**

Listed below are the Per Member Per Month (PMPM) Primary Care Sub-Capitation Rates, developed by EOHHS, for Contract Year 3 (January 1, 2025, through December 31, 2025) (also referred to as Rate Year 2025 or RY25). The table below sets forth PMPM amounts by PCP TIN, across all Regions and Rating Categories. Please refer to **Section 2.23.A.1.h** for information on how the Contractor shall pay each PCP TIN during the Contract Year.

<b><u>PCP TIN-specific Primary Care Sub-Capitation Rates</u></b>			
<b><u>January 1, 2025 – December 31, 2025 (RY25)</u></b>			
<b><u>PCP TIN (as defined by EOHHS)</u></b>	<b><u>PCP TIN SUB-CAPITATION RATE COMPONENT: BASE SUB-CAPITATION RATE</u></b>	<b><u>PCP TIN SUB-CAPITATION RATE COMPONENT: TIER ENHANCED PAYMENT</u></b>	<b><u>TOTAL PCP TIN SUB-CAPITATION RATE (see Section 2.23.A.1.h)</u></b>
	<b><u>(per member per month)</u></b>	<b><u>(per member per month)</u></b>	<b><u>(per member per month)</u></b>
XXXXX3860	\$98.43	\$6.27	\$104.70
XXXXX2119	\$50.46	\$11.44	\$61.90
XXXXX5053	\$42.48	\$6.09	\$48.57
XXXXX2606	\$18.26	\$4.32	\$22.58
XXXXX4068	\$18.30	\$4.17	\$22.47
XXXXX5335	\$18.61	\$4.27	\$22.88