



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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<b>CONTRACTOR LEGAL NAME:</b> Fallon Community Health Plan, Inc. (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Health and Human Services <b>MMARS Department Code:</b> EHS	
<b>Legal Address: (W-9, W-4):</b> 1 Mercantile Street, Suite 400, Worcester, MA 01608		<b>Business Mailing Address:</b> One Ashburton Place, 11 <sup>th</sup> Fl., Boston, MA 02108	
<b>Contract Manager:</b> Matthew Herndon	<b>Phone:</b> 508-368-0931	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> Matthew.Herndon@fallonhealth.org	<b>Fax:</b>	<b>Contract Manager:</b> Alejandro Garcia Davalos	<b>Phone:</b> 781-227-1913
<b>Contractor Vendor Code:</b> VC6000230412		<b>E-Mail:</b> Alejandro.E.GarciaDavalos@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g., "AD001"):</b> AD003. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> N/A	
		<b>RFR/Procurement or Other ID Number:</b> BD-22-1039-EHS01-ASHWA-71410	
<input type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, 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>CONTRACT AMENDMENT</b> Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: <b>December 31, 2027.</b> Enter <b>Amendment Amount:</b> \$ <u>no change.</u> (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input checked="" type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</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>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>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:</b> (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (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="checkbox"/> <b>Rate Contract.</b> (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"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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 ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) <b>Amendment 3A to the First Amended and Restated Accountable Care Partnership Plan Contract</b> with Fallon Community Health Plan, Inc. for its Berkshire Fallon Health Collaborative, deletes and replaces certain Appendices effective January 1, 2024.			
<b>ANTICIPATED START DATE:</b> (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 <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <b>January 1, 2024</b> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, a date <b>PRIOR</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>December 31, 2027</b> , 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.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Manny Lopes</u> Date: <u>12/16/2024</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Manny Lopes</u> Print Title: <u>President and CEO</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Mike Levine</u> Date: <u>12/16/2024</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 #3A**  
**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), Amendment #2 (January 1, 2024), if applicable Amendment #2A (January 1, 2024), and Amendment #3 (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 D, Payment**, is hereby deleted and replaced with the attached **Appendix D**.

Health Collaborative of the Berkshires, LLC in Partnership with Fallon Health

APPENDIX D  
PAYMENT

EXHIBIT 1  
BASE CAPITATION RATES AND ADD-ONS  
Rate Year 2024

Listed below are the Per Member Per Month (PMPM) Base Capitation Rates for Rate Year 2024 (January 1, 2024, through December 31, 2024) (also referred to as RY24), subject to state appropriation and all necessary federal approvals.

Base Capitation Rates do not include EOHHS adjustments described in **Section 4.3** of the Contract.

In addition to the Base Capitation Rates tables below, additional tables include the add-on for the Contract Year, for ABA Services as described in **Section 4.5.E**, for High Cost Drugs as described in **Section 4.5.F** and for SUD Risk Sharing Services as described in **Section 4.5.G**. The add-on for High Cost Drugs, ABA Services and SUD Risk Sharing Services are the same for all Regions and will be added to the Risk Adjusted Capitation Rates as defined in **Section 4.2.E**.

ACPP Base Capitation Rates / RC I Adult			
Effective January 1, 2024 – December 31, 2024 (RY24)			
REGION	CORE MEDICAL COMPONENT	ADMINISTRATIVE COMPONENT	TOTAL BASE CAPITATION RATE
	(per member per month)	(per member per month)	(per member per month)
Northern	\$634.06	\$49.86	\$683.92
Greater Boston	\$704.04	\$52.58	\$756.62
Southern	\$694.29	\$51.84	\$746.13
Central	\$641.58	\$50.70	\$692.28
Western	\$633.48	\$49.05	\$682.53

Health Collaborative of the Berkshires, LLC in Partnership with Fallon Health

<u>ACPP Base Capitation Rates / RC I Child</u>			
<u>Effective January 1, 2024 – December 31, 2024 (RY24)</u>			
<u>REGION</u>	<u>CORE MEDICAL COMPONENT</u>	<u>ADMINISTRATIVE COMPONENT</u>	<u>TOTAL BASE CAPITATION RATE</u>
	<u>(per member per month)</u>	<u>(per member per month)</u>	<u>(per member per month)</u>
Northern	\$237.08	\$40.87	\$277.95
Greater Boston	\$254.60	\$42.23	\$296.83
Southern	\$279.48	\$40.94	\$320.42
Central	\$248.01	\$40.67	\$288.68
Western	\$281.08	\$41.30	\$322.38

<u>ACPP Base Capitation Rates / RC II Adult</u>			
<u>Effective January 1, 2024 – December 31, 2024 (RY24)</u>			
<u>REGION</u>	<u>CORE MEDICAL COMPONENT</u>	<u>ADMINISTRATIVE COMPONENT</u>	<u>TOTAL BASE CAPITATION RATE</u>
	<u>(per member per month)</u>	<u>(per member per month)</u>	<u>(per member per month)</u>
Northern	\$2,002.52	\$103.76	\$2,106.28
Greater Boston	\$2,160.60	\$115.73	\$2,276.33
Southern	\$2,155.51	\$109.36	\$2,264.87
Central	\$1,971.72	\$104.42	\$2,076.14
Western	\$1,783.58	\$93.09	\$1,876.67

## Health Collaborative of the Berkshires, LLC in Partnership with Fallon Health

<b><u>ACPP Base Capitation Rates / RC II Child</u></b>			
<b><u>Effective January 1, 2024 – December 31, 2024 (RY24)</u></b>			
<b><u>REGION</u></b>	<b><u>CORE MEDICAL COMPONENT</u></b>	<b><u>ADMINISTRATIVE COMPONENT</u></b>	<b><u>TOTAL BASE CAPITATION RATE</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>
Northern	\$1,038.49	\$93.86	\$1,132.35
Greater Boston	\$1,104.25	\$109.71	\$1,213.96
Southern	\$944.64	\$88.36	\$1,033.00
Central	\$1,003.24	\$93.95	\$1,097.19
Western	\$863.93	\$78.86	\$942.79

<b><u>ACPP Base Capitation Rates / RC IX</u></b>			
<b><u>Effective January 1, 2024 – December 31, 2024 (RY24)</u></b>			
<b><u>REGION</u></b>	<b><u>CORE MEDICAL COMPONENT</u></b>	<b><u>ADMINISTRATIVE COMPONENT</u></b>	<b><u>TOTAL BASE CAPITATION RATE</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>
Northern	\$650.38	\$50.85	\$701.23
Greater Boston	\$640.93	\$51.27	\$692.20
Southern	\$742.99	\$54.39	\$797.38
Central	\$704.91	\$52.56	\$757.47
Western	\$670.49	\$50.64	\$721.13

## Health Collaborative of the Berkshires, LLC in Partnership with Fallon Health

<b>ACPP Base Capitation Rates / RC X</b>			
<b>Effective January 1, 2024 – December 31, 2024 (RY24)</b>			
<b><u>REGION</u></b>	<b><u>CORE MEDICAL COMPONENT</u></b>	<b><u>ADMINISTRATIVE COMPONENT</u></b>	<b><u>TOTAL BASE CAPITATION RATE</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>
<b>Northern</b>	<b>\$2,082.17</b>	<b>\$109.35</b>	<b>\$2,191.52</b>
<b>Greater Boston</b>	<b>\$2,275.28</b>	<b>\$123.09</b>	<b>\$2,398.37</b>
<b>Southern</b>	<b>\$2,117.81</b>	<b>\$111.60</b>	<b>\$2,229.41</b>
<b>Central</b>	<b>\$2,053.70</b>	<b>\$105.66</b>	<b>\$2,159.36</b>
<b>Western</b>	<b>\$1,649.01</b>	<b>\$88.12</b>	<b>\$1,737.13</b>

## Health Collaborative of the Berkshires, LLC in Partnership with Fallon Health

**High Cost Drug Add-On to Risk Adjusted Capitation Rates**  
**Effective January 1, 2024 – December 31, 2024 (RY24)**

<b>High Cost Drug Add-On to Risk Adjusted Capitation Rates PMPM</b>					
<b>REGION</b>	<b>Northern</b>	<b>Greater Boston</b>	<b>Southern</b>	<b>Central</b>	<b>Western</b>
<b>RC I Adult</b>	<b>\$6.04</b>	<b>\$3.57</b>	<b>\$3.79</b>	<b>\$3.40</b>	<b>\$1.32</b>
<b>RC I Child</b>	<b>\$5.98</b>	<b>\$6.97</b>	<b>\$5.80</b>	<b>\$3.71</b>	<b>\$2.87</b>
<b>RC II Adult</b>	<b>\$23.71</b>	<b>\$15.90</b>	<b>\$16.39</b>	<b>\$55.03</b>	<b>\$21.41</b>
<b>RC II Child</b>	<b>\$56.59</b>	<b>\$171.47</b>	<b>\$42.27</b>	<b>\$82.37</b>	<b>\$33.87</b>
<b>RC IX</b>	<b>\$4.90</b>	<b>\$8.70</b>	<b>\$5.08</b>	<b>\$12.77</b>	<b>\$5.20</b>
<b>RC X</b>	<b>\$0.33</b>	<b>\$1.80</b>	<b>\$1.11</b>	<b>\$0.05</b>	<b>\$25.86</b>

**ABA Add-On to Risk Adjusted Capitation Rates**  
**Effective January 1, 2024 – December 31, 2024 (RY24)**

<b>ABA Add-On to Risk Adjusted Capitation Rates PMPM</b>	
<b>RC-I Child</b>	<b>\$11.91</b>
<b>RC-II Child</b>	<b>\$240.35</b>

**SUD Risk Sharing Services Add-On to Risk Adjusted Capitation Rates**  
**Effective January 1, 2024 – December 31, 2024 (RY24)**

<b>SUD Risk Sharing Services Add-On to Risk Adjusted Capitation Rates PMPM</b>	
<b>RC-I Adult</b>	<b>\$7.46</b>
<b>RC-I Child</b>	<b>\$0.20</b>
<b>RC-II Adult</b>	<b>\$20.63</b>
<b>RC-II Child</b>	<b>\$0.57</b>
<b>RC-IX</b>	<b>\$14.05</b>
<b>RC-X</b>	<b>\$227.67</b>

Health Collaborative of the Berkshires, LLC in Partnership with Fallon Health

**EXHIBIT 2**  
**ADJUSTMENTS OR ADDITIONS TO PAYMENTS**  
**Rate Year 2024**

The table shows the admission-level stop-loss attachment point for the Contract Year as described in **Section 4.3.B**.

<u>Admission Level Stop-Loss Attachment Point</u>
\$150,000



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**EXHIBIT 3**  
**RISK SHARING ARRANGEMENTS**  
**Rate Year 2024**

**Market-Wide Risk Sharing Arrangement (Market Corridor) (Section 4.5.C)**

If the Market Corridor expenditures, as determined by EOHHS in accordance with **Section 4.5.C.3**, are greater than or less than the Market Corridor revenue, as determined by EOHHS in accordance with **Section 4.5.C.2**, the Contractor and EOHHS shall share the resulting loss or gain as follows:

**1. Gain on the Market Corridor**

<b>Gain</b>	<b>MassHealth Share</b>	<b>Market Share</b>
Absolute value of the Gain less than or equal to 0.75% of the Market Corridor Revenue	0%	100%
Absolute value of the Gain greater than 0.75% of the Market Corridor Revenue	95%	5%

**2. Loss on the Market Corridor**

<b>Loss</b>	<b>MassHealth Share</b>	<b>Market Share</b>
Absolute value of the Loss less than or equal to 0.75% of the Market Revenue	0%	100%
Absolute value of the Loss greater than 0.75% of the Market Revenue	95%	5%

**Contract-Wide Risk Sharing Arrangement ("Plan Corridor") (Section 4.5.D)**

If the Contractor's Plan Corridor expenditures, as determined by EOHHS in accordance with **Section 4.5.D.3**, is greater than or less than the Contractor's Plan Corridor revenue as determined by EOHHS in accordance with **Section 4.5.D.2**, the Contractor and EOHHS shall share the resulting loss or gain as follows:

**1. Gain on the Plan Corridor**

<b>Gain</b>	<b>MassHealth Share</b>	<b>Contractor Share</b>
Absolute value of the Gain less than or equal to 5% of Plan Corridor Revenue	0%	100%
Absolute value of the Gain greater than 5% of the Plan Corridor Revenue	95%	5%

**2. Loss on the Plan Corridor**

<b>Loss</b>	<b>MassHealth Share</b>	<b>Contractor Share</b>
Absolute value of the Loss less than or equal to 5% of Plan Corridor Revenue	0%	100%
Absolute value of the Loss greater than 5% of the Plan Corridor Revenue	95%	5%

## Health Collaborative of the Berkshires, LLC in Partnership with Fallon Health

**ABA Services Risk Sharing Arrangement (Section 4.5.E)**

If the amount paid to the Contractor, as determined by the calculation described in **Section 4.5.E.2**, is greater than or less than the Contractor's adjusted expenditures, as determined by the calculation described in **Section 4.5.E.3**, then the Contractor shall be considered to have experienced a gain or a loss with respect to ABA Services for the Contract Year. EOHHS and the Contractor shall share such gain or loss as follows:

**1. Gain on the ABA Add-On to the Risk Adjusted Capitation Rate**

Gain	MassHealth Share	Contractor Share
Gain up to \$100,000	99%	1%
Gain of more than \$100,000	100%	0%

**2. Loss on the ABA Add-On to the Risk Adjusted Capitation Rate**

Loss	MassHealth Share	Contractor Share
Loss up to \$100,000	99%	1%
Loss of more than \$100,000	100%	0%

**High Cost Drug Add-On Risk Sharing Arrangement (Section 4.5.F)****1. Gain on the High Cost Drug Add-On to the Risk Adjusted Capitation Rate Payment**

If the actual High Cost Drug expenditures, as determined by EOHHS in accordance with **Section 4.5.F.3**, is greater than or less than the High Cost Drug Add-On to the Risk Adjusted Capitation Rate Payment for the Contract Year, as determined by EOHHS in accordance with **Section 4.5.F.2**, the Contractor and EOHHS shall share the resulting loss or gain as follows:

Gain	MassHealth Share	Contractor Share
Gain up to \$100,000 for the High Cost Drug Add-On to the Risk Adjusted Capitation Rate payment	99%	1%
Gain of more than \$100,000 for the High Cost Drug Add-On to the Risk Adjusted Capitation Rate payment	100%	0%

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**2. Loss on the High Cost Drug Add-On to the Risk Adjusted Capitation Rate Payment**

<b>Loss</b>	<b>MassHealth Share</b>	<b>Contractor Share</b>
Loss up to \$100,000 for the High Cost Drug Add-On to the Risk Adjusted Capitation Rate payment	99%	1%
Loss of more than \$100,000 for the High Cost Drug Add-On to the Risk Adjusted Capitation Rate payment	100%	0%

**SUD Services Risk Sharing Arrangement (Section 4.5.G)**

If the amount paid to the Contractor, as determined by the calculation described in **Section 4.5.G.2**, is greater than or less than the Contractor's adjusted expenditures, as determined by the calculation described in **Section 4.5.G.3**, then the Contractor shall be considered to have experienced a gain or a loss with respect to SUD Risk Sharing Services for the Contract Year. EOHHS and the Contractor shall share such gain or loss as follows:

**1. Gain on the SUD Risk Sharing Services Add-On to the Risk Adjusted Capitation Rate**

<b>Gain</b>	<b>MassHealth Share</b>	<b>Contractor Share</b>
Gain up to \$100,000	99%	1%
Gain of more than \$100,000	100%	0%

**2. Loss on the SUD Risk Sharing Services Add-On to the Risk Adjusted Capitation Rate**

<b>Loss</b>	<b>MassHealth Share</b>	<b>Contractor Share</b>
Loss up to \$100,000	99%	1%
Loss of more than \$100,000	100%	0%