

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 or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name Fallon Community Health Plan, Inc.		Department Executive Office of Health and Human Services	MMARS Code EHS
d/b/a /		Contract Manager Name Daniel Cohen	
Legal Address As entered on Form W-9 or Form W-4 One Mercantile Street, Suite 400, Worcester, MA 01608		Business Mailing Address One Ashburton Place, 10th Fl, Boston, MA 02108	
Contract Manager Name Deborah Daviau		Billing Address If Different	
Phone 508-368-9489	Fax 508-368-9550	Phone 617-573-1710	Fax
Email Deborah.Daviau@fallonhealth.org		Email daniel.cohen@mass.gov	
Vendor Code VC 6000230412		MMARS Doc ID(s)	
Vendor Code Address ID e.g. "AD001". AD 001		RFR/Procurement or Other ID Number 15LCEHSSCORFA	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
<input type="radio"/> NEW CONTRACT		<input checked="" type="radio"/> CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date <i>PRIOR to Amendment</i> December 31, 2025	Amendment Amount Or Enter "No Change" No Change
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated department.)		Amendment Type Check one option only. Attach details of amendment changes.	
<input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, and budget.)			
<input type="checkbox"/> Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)			
<input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, and budget.)			
<input type="checkbox"/> Contract Employee (Attach Employee Status Form, scope, and budget.)			
<input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated 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"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.)		<input type="checkbox"/> Interim Contract with Current Contractor (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/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"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> 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="radio"/> 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="radio"/> Maximum Obligation Contract. 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 6 to the SCO 3rd Amended and Restated Contract - mid-year capitation rate update and revised end dates for certain state directed payments.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

YES If YES, the Contractor's annual SDP commitment for this Contract is

NO If NO, and the department is an Executive Department, enter the appropriate exemption: **Insurance**

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 _____, 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, 2025, 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.

Signature: *Manny Lopes* Date: 12/17/2025

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: *Mike Levine* Date: 12/18/2025

Print Name: Mike Levine Print Title: Undersecretary for MassHealth

**AMENDMENT 6
TO THE
THIRD AMENDED AND RESTATED CONTRACT
FOR SENIOR CARE ORGANIZATIONS
BY AND BETWEEN
THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
AND
FALLON COMMUNITY HEALTH PLAN, INC.**

WHEREAS, the Executive Office of Health and Human Services (EOHHS) and Fallon Community Health Plan, Inc. (the Contractor) entered into the Third Amended and Restated Contract for Senior Care Organizations (the Contract), effective September 18, 2023, and amended effective December 28, 2023 (Amendment #1), September 17, 2024 (Amendment #2), and December 14, 2024 (Amendment #3), December 19, 2024 (Amendment #4), and March 17, 2025 (Amendment #5) to provide medical services to MassHealth members enrolled in the Contractor's Senior Care Options (SCO) plan; and

WHEREAS, in accordance with **Section 5.10** of the Contract, EOHHS and the Contractor wish to amend the Contract to update certain financial requirements and certain program requirements, effective July 1, 2025, unless otherwise stated;

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

1. Effective January 1, 2024, **Section 2.11** is hereby amended by deleting **Section 2.11.C.10** in its entirety.
2. Effective December 19, 2024, **Section 2.18** is hereby amended by adding a new **Section 2.18.D.6**, as follows:

"6. For Adult Foster Care, effective for dates of service on or after July 1, 2023"

3. Effective January 1, 2025, **Section 2.18** is hereby amended by deleting **Sections 2.18.E.1** through **2.18.E.4** and replacing them as follows:

"1. For Acute Treatment Services (ATS) for Substance Use Disorders and Clinical Support Services (CSS) for Substance Use Disorders (including Individualized Treatment Services), effective for dates of service January 1, 2024 through December 31, 2024

2. For Residential Rehabilitation Services, effective for dates of service January 1, 2024 through December 31, 2024

3. For Program of Assertive Community Treatment (PACT) services, effective for dates of service January 1, 2024 through December 31, 2024

4. For Adult Community Crisis Stabilization, effective for dates of service January 1, 2023 through December 31, 2024”
4. Effective January 1, 2024, **Section 4.1** is hereby amended by deleting **Section 4.1.F.** in its entirety.
5. **Appendix A** is hereby amended by deleting "One-time payments for Adult Day Health Admission Services (S5105) and Re engagement Services (S5105 KZ) pursuant to 101 CMR 310.00 are excluded from the Contractor’s coverage of Adult Day Health; claims for such services shall be paid directly by MassHealth." from the definition of Adult Day Health.
6. **Appendix E, Exhibit 1** is hereby amended and replaced with the **Appendix E, Exhibit 1** attached hereto.

APPENDIX E EXHIBIT 1: BASE CAPITATION RATES
Base Capitation Rates for January 1, 2025 through December 31, 2025
(Subject to CMS approval)

SCO CY25 Mid-Year Rate Update

Rate Cell	Status	Region	MassHealth paid rate (1/1/25-12/31/25)
Institutional - Tier 1	Dual Eligible	Statewide	\$ 6,911.26
Institutional - Tier 1	Medicaid Only	Statewide	\$ 6,911.26
Institutional - Tier 2	Dual Eligible	Statewide	\$ 8,808.16
Institutional - Tier 2	Medicaid Only	Statewide	\$ 8,808.16
Institutional - Tier 3	Dual Eligible	Statewide	\$ 9,831.32
Institutional - Tier 3	Medicaid Only	Statewide	\$ 9,831.32
Community Other	Dual Eligible	Eastern	\$ 703.44
Community Other	Dual Eligible	Western	\$ 716.81
Community Other	Dual Eligible	The Cape	\$ 643.92
Community Other	Medicaid Only	Eastern	\$ 1,307.95
Community Other	Medicaid Only	Western	\$ 1,309.34
Community Other	Medicaid Only	The Cape	\$ 1,328.33
Community BH	Dual Eligible	Eastern	\$ 897.03
Community BH	Dual Eligible	Western	\$ 751.21
Community BH	Dual Eligible	The Cape	\$ 752.20
Community BH	Medicaid Only	Eastern	\$ 1,781.66
Community BH	Medicaid Only	Western	\$ 2,111.04
Community BH	Medicaid Only	The Cape	\$ 1,773.18
Community NHC	Dual Eligible	Eastern	\$ 2,881.80
Community NHC	Dual Eligible	Western	\$ 3,017.89
Community NHC	Dual Eligible	The Cape	\$ 2,878.54
Community NHC	Medicaid Only	Eastern	\$ 4,301.16
Community NHC	Medicaid Only	Western	\$ 4,619.83
Community NHC	Medicaid Only	The Cape	\$ 4,637.08
Transition to Community	Dual Eligible	Statewide	\$ 6,911.26
Transition to Community	Medicaid Only	Statewide	\$ 6,911.26
Transition to Nursing Facility	Dual Eligible	Eastern	\$ 2,881.80
Transition to Nursing Facility	Dual Eligible	Western	\$ 3,017.89
Transition to Nursing Facility	Dual Eligible	The Cape	\$ 2,878.54
Transition to Nursing Facility	Medicaid Only	Eastern	\$ 4,301.16
Transition to Nursing Facility	Medicaid Only	Western	\$ 4,619.83
Transition to Nursing Facility	Medicaid Only	The Cape	\$ 4,637.08