COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms:

ttps://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.				
CONTRACTOR LEGAL NAME: Mass General Brigham ACO, LLC (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS		
Legal Address: (W-9, W-4): 800 Boylston St., Ste. 11	50, Boston, MA, 02199	Business Mailing Address: One Ashburton Place, 11th Fl., Boston, MA 02108		
Contract Manager: Michael Esters	Phone: 857-282-2233	Billing Address (if different):		
E-Mail: mesters@partners.org	Fax:	Contract Manager: Aditya Mahalingam-Dhingra	Phone: 617-573-1812	
Contractor Vendor Code: VC0000861892		E-Mail: Aditya Mahalingam-Dhingra@mass gov	Fax:	
Vendor Code Address ID (e.g., "AD001"): AD001.		MMARS Doc ID(s): N/A		
(Note: The Address ID must be set up for EFT paym	nents.)	RFR/Procurement or Other ID Number: BD-17-1039-E	HS01-EHS01-00000009207	
☐ NEW CONTRAC	СТ	□ CONTRACT AMEND	MENT	
FRUCURLING ON EXCENTION FILE. (Officer one option only)		Enter Current Contract End Date Prior to Amendment:	77	
☐ Statewide Contract (OSD or an OSD-designated		Enter Amendment Amount: \$ no change. (or "no change		
☐ Collective Purchase (Attach OSD approval, scop		AMENDMENT TYPE: (Check one option only. Attach		
☐ Department Procurement (includes all Grants - {		Amendment to Date, Scope or Budget (Attach upda		
Notice or RFR, and Response or other procurem	ent supporting documentation)	☐ Interim Contract (Attach justification for Interim Cont		
☐ Emergency Contract (Attach justification for eme ☐ Contract Employee (Attach Employment Status I	ergency, scope, budget) Form scope hudget)	☐ Contract Employee (Attach any updates to scope or		
☐ Other Procurement Exception (Attach authorizing		☐ Other Procurement Exception (Attach authorizing la	anguage/justification and updated	
specific exemption or earmark, and exception just	fication, scope and budget)	scope and budget)		
The Standard Contract Form Instructions and Correference into this Contract and are legally bindin Social Services Commonwealth 17 Terms and Co.	ı g: (Check ONE option)∷ ⊠ <u>Comm</u>	lowing Commonwealth Terms and Conditions docume to the commonwealth Terms and Conditions Commonwealth Terms	ent are incorporated by s and Conditions For Human and	
COMPENSATION: (Check ONE option): The Departs	ment certifies that payments for aut	thorized performance accepted in accordance with the term priated funds, subject to intercept for Commonwealth owe ns, conditions or terms and any changes if rates or terms a	d debts under 815 CMR 9.00	
☐ Maximum Obligation Contract. Enter total maximum	imum obligation for total duration of	f this contract (or new total if Contract is being amended).	\$	
PROMPT PAYMENT DISCOUNTS (PPD): Commo identify a PPD as follows: Payment issued within 10 issued within 30 days % PPD. If PPD percen	PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments midentify 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 (MGL.c. 2 23A); 🗀 only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMS of performance or what is being amended for a Contr	ANCE or REASON FOR AMENDM ract Amendment. Attach all suppor	ENT: (Enter the Contract title, purpose, fiscal year(s) and ting documentation and justifications.)	a detailed description of the scope	
appendices.		th Mass General Brigham ACO revises rate and policy pro		
		ractor certify for this Contract, or Contract Amendment, that	at Contract obligations:	
		gations have been incurred prior to the Effective Date.		
☐ 2 may be incurred as of, 20, a date	LATER than the Effective Date bel	ow and <u>no</u> obligations have been incurred <u>prior</u> to the Effe	ective Date.	
authorized to be made either as settlement pays	ments or as authorized reimbursem	the parties agree that payments for any obligations incurre tent payments, and that the details and circumstances of a releases the Commonwealth from further claims related to	all obligations under this Contract	
amended, provided that the terms of this Contract a completing any negotiated terms and warranties, to a	and performance expectations and allow any close out or transition per	2022 , with no new obligations being incurred after this of obligations shall survive its termination for the purpose of formance, reporting, invoicing or final payments, or during	of resolving any claim or dispute, for 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 Contractor. 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 recapprovals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor make certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any reconstruction upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporate by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricker Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contract 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 more cost effective Contract. AUTHORIZING SIGNATURE FOR THE CONTRACTOR:			crited above, subject to any required shed and the Contractor makes all urther agrees to provide any required chusetts are attached or incorporated andard Contract Form, the Standard keluding any language stricken by a terms in the RFR and the Contractor's result in best value, lower costs, or a	
(Signature and Date Must Be Captured	. Date: <u>12/9/21.</u> At Time of Signature)	X: All Asia Call Call Call Call Call Call Call Ca	Date: バンメ	
Print Name: / LINGSAY Jubelt Print Title: Chief Population Hea	olth Officer	Print Title: Assistant Secretary for MassHealth		
· Print line: Cliff FUDUIALIUIT NGA	iitti Cilloci	THE THE PROPERTY OF THE PROPER		

AMENDMENT #4

TO THE

THIRD AMENDED AND RESTATED

PRIMARY CARE ACCOUNTABLE CARE ORGANIZATION CONTRACT FOR THE

MASSHEALTH ACCOUNTABLE CARE ORGANIZATION PROGRAM

WHEREAS, the Executive Office of Health and Human Services ("EOHHS") and the Contractor identified in Appendix L ("Contractor") entered into the Contract effective August 25, 2017, and with an Operational Start Date of March 1, 2018, to improve the MassHealth Member experience of care, health of the population, and efficiency of the MassHealth program by substantially shifting towards accountable and integrated models of care and to provide comprehensive health care coverage to MassHealth Members; and

WHEREAS, EOHHS and the Contractor amended and restated the Contract effective January 1, 2021, (the Third Amended and Restated Primary Care Accountable Care Organization (ACO) Contract), and further amended the Contract through Amendments #1, #2, and #3;

WHEREAS, in accordance with Section 6.13 of the Contract, EOHHS and the Contractor desire to amend the Contract effective July 1, 2021; 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. **Section 2, CONTRACTOR RESPONSIBILTIES**, is hereby amended by deleting, in **Section 2.10.A**, the following:
 - "for at least the duration of the state of emergency declared via Executive Order No. 591 that began on March 10, 2020, and"
- 2. **SECTION 6, ADDITIONAL CONTRACT TERMS AND CONDITIONS**, is hereby amended by, in **Section 6.12.A**, deleting "." at the end of the first sentence in that section and replacing it with "; and, as applicable, the CMS Interoperability and Patient Access Final Rule (CMS-9115-F)."
- 3. **Appendix A, TCOC Included Services**, is hereby deleted and replaced with an updated **Appendix A** attached hereto.
- 4. **Appendix I, TCOC Benchmark**, is hereby amended by deleting and replacing **Exhibit** 1.1. attached hereto.

APPENDIX A

Exhibit 1: Services Included in TCOC Calculations

✓ Denotes a service included in TCOC Calculations

Each of the Services listed below will be included in Total Cost of Care (TCOC) calculations, except for those listed as Services Not Included in TCOC Calculations or listed as Excluded Services. MassHealth reserves the right to amend or modify this list, including but not limited to further defining the services listed below as well as adding or removing services.

	Co	verage Types	
Service	MassHealth Standard & CommonHealth Enrollees	MassHealth Family Assistance Enrollees	CarePlus
Acupuncture Treatment	✓		✓
Acute Inpatient Hospital	✓	✓	✓
Ambulatory Surgery/Outpatient Hospital Care	✓	✓	✓
Audiologist	✓	✓	✓
Behavioral Health Services (see below)	✓	✓	✓
Breast Pumps	✓	✓	✓
Certain COVID-19 Specimen Collection and Testing	✓	✓	✓
Chiropractic Services	✓	✓	✓
Chronic, Rehabilitation Hospital or Nursing Facility Services, up to 100 days per Contract Year, except stays in Commonwealth designated COVID-19 nursing facility, see non-TCOC Included Services in Exhibit 2.	✓	~	✓
Emergency Related Dental Services	✓	✓	✓
Diabetes Self-Management Training	✓	✓	✓
Dialysis	✓	✓	✓
Durable Medical Equipment and Medical/Surgical Supplies 1) Durable Medical Equipment 2) Medical/Surgical Supplies	~	✓	✓
Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Services	✓		
Early Intervention	✓	✓	

	Co	verage Types	
Service	MassHealth Standard & CommonHealth Enrollees	MassHealth Family Assistance Enrollees	CarePlus
Emergency Services	✓	✓	✓
Family Planning	✓	✓	✓
Fluoride Varnish	✓	✓	
Hearing Aids	✓	✓	✓
Home Health Services	✓	✓	✓
Hospice	✓	✓	✓
Infertility, related to an underlying medical condition	✓	✓	✓
Laboratory	✓	✓	✓
Medical Nutritional Therapy	✓	✓	✓
Orthotics	✓	✓	✓
Oxygen and Respiratory Therapy Equipment	✓	✓	✓
Pharmacy (Please see below for categories of Pharmacy that are not included in TCOC calculations.) 1) Prescription Drugs 2) Over-the-Counter Drugs 3) Non-Drug Pharmacy Products	✓	✓	✓
Physician (primary and specialty)	✓	✓	✓
Podiatry	✓	✓	✓
Preventive Pediatric Health Screening and Diagnostic Services		✓	
Prosthetic Services and Devices	✓	✓	✓
Radiology and Diagnostic Tests	✓	✓	✓
Remote Patient Monitoring	✓	✓	✓
School Based Health Center Services rendered by a hospital or hospital- licensed health center	✓	√	
Therapy 1) Physical 2) Occupational	✓	✓	√

	Co	verage Types	
Service	MassHealth Standard & CommonHealth Enrollees	MassHealth Family Assistance Enrollees	CarePlus
3) Speech and Hearing			
Tobacco Cessation Services	✓	✓	✓
Transportation (emergent)	✓	✓	✓
Transportation (non-emergent, to out-of-state location)	✓		✓
Vaccine Counseling Services	✓	✓	✓
Vision Care (medical component)	✓	✓	✓
Wigs	✓	✓	✓

APPENDIX A

Exhibit 2: Services Not Included in TCOC Calculations

✓ Denotes a service not included in TCOC calculations (wrap service)

These services, coordinated by, but not provided by, the Contractor are not factored into TCOC calculations.

	Co	overage Types	
Service	MassHealth Standard & CommonHealth Enrollees	MassHealth Family Assistance Enrollees	CarePlus
Abortion	✓	✓	✓
Adult Dentures	✓	✓	✓
Adult Day Health	✓		
Adult Foster Care	✓		
Certain Bundled COVID-19 Testing	✓	✓	✓
Chapter 766	✓	✓	
Chronic, Rehabilitation Hospital, or Nursing Facility Services, both beyond 100 days per Contract Year, consistent with MassHealth policy, and any stay of any duration in a Commonwealth-designated COVID-19 nursing facility	√	✓	
Day Habilitation	✓		
Preventative and Basic Dental Services	✓	✓	✓
Group Adult Foster Care	✓		
Isolation and Recovery Site Services	✓	✓	✓
Keep Teens Healthy	✓	✓	
Personal Care Attendant	✓		
Pharmacy – HCV and Non-HCV High Cost Drugs	✓	✓	✓
Private Duty Nursing/Continuous Skilled Nursing	✓	✓	
School Based Health Center Services rendered by a Community Health Center (place of service 03) as described by EOHHS.	✓	✓	
Telehealth Network Provider Services	✓	✓	✓
Transitional Support Services (TSS) for Substance Use Disorders (Level 3)	✓	✓	✓

	Co	verage Types		
Service	MassHealth Standard & CommonHealth Enrollees	MassHealth Family Assistance Enrollees	CarePlus	
Transportation (non-emergent, to in-state location or location within 50 miles of the Massachusetts border)	✓		✓	
Vision Care (non-medical component)	✓	✓	✓	

Appendix A

Exhibit 3: Behavioral Health Services Included in TCOC Calculations

✓ Denotes a service included in TCOC Calculations

		Cover	rage Types	
	Service	ACO MassHealth Standard & CommonHealth Enrollees	ACO MassHealth Family Assistance Enrollees	CarePlus
Inpatient Services		1		
1. Inpatient M	1ental Health Services	✓	✓	✓
2. Inpatient S	ubstance Use Disorder Services (Level 4)	✓	✓	✓
3. Observation	n/Holding Beds	✓	✓	✓
4. Administra	tively Necessary Day (AND) Services	✓	✓	✓
Diversionary Servic	es			
	24-Hour Diversionary Service	S		
a. Community	/ Crisis Stabilization	✓	✓	✓
b. Community	y-Based Acute Treatment for Children and Adolescents (CBAT)	✓	✓	
c. Acute Treat	tment Services (ATS) for Substance Use Disorders (Level 3.7)	✓	✓	✓
d. Clinical Sup	port Services for Substance Use Disorders (Level 3.5)	✓	✓	✓
e. Transitiona	l Care Unit (TCU)	✓	✓	
f. Residential	Rehabilitation Services (Level 3.1)			
1. Adult R (Level 3	esidential Rehabilitation Services for Substance Use Disorders 3.1)	✓	√	✓
2. Family (Level 3	Residential Rehabilitation Services for Substance Use Disorders 3.1)	✓	✓	√
	ional Age Youth and Young Adult Residential Rehabilitation s for Substance Use Disorders (Level 3.1)	✓	✓	✓
4. Youth F (Level 3	Residential Rehabilitation Services for Substance Use Disorders 3.1)	✓	✓	✓
5. Co-Occ	urring Enhanced Residential Rehabilitation Services (Level 3.1)	✓	✓	✓

		Cover	rage Types	
	Service	ACO MassHealth Standard & CommonHealth Enrollees	ACO MassHealth Family Assistance Enrollees	CarePlus
	6. Population-Specific High Intensity Residential Services (Level 3.3.)	✓	✓	✓
	Non-24-Hour Diversionary Service	ces		
a.	Community Support Program (CSP)	✓	✓	✓
b.	Partial Hospitalization (PHP)	✓	✓	✓
c.	Psychiatric Day Treatment	✓	✓	✓
d.	Structured Outpatient Addiction Program (SOAP)	✓	✓	✓
e.	Intensive Outpatient Program (IOP)	✓	✓	✓
f.	Recovery Coaching	✓	✓	✓
g.	Recovery Support Navigators	✓	✓	✓
h.	Program of Assertive Community Treatment (PACT)	✓	✓	✓
Outpat	tient Services			
	Standard Outpatient Services			
a.	Family Consultation	✓	✓	✓
b.	Case Consultation	✓	✓	✓
c.	Diagnostic Evaluation	✓	✓	✓
d.	Dialectical Behavioral Therapy (DBT)	✓	✓	✓
e.	Psychiatric Consultation on an Inpatient Medical Unit	✓	✓	✓
f.	Medication Visit	✓	✓	✓
g.	Couples/Family Treatment	✓	✓	✓
h.	Group Treatment	✓	✓	✓
i.	Individual Treatment	✓	✓	✓
j.	Inpatient-Outpatient Bridge Visit	✓	✓	✓
k.	Assessment for Safe and Appropriate Placement (ASAP)	✓	✓	
l.	Collateral Contact	✓	✓	
m.	Acupuncture Treatment	✓	✓	✓

	Cove	age Types	
Service	ACO MassHealth Standard & CommonHealth Enrollees	ACO MassHealth Family Assistance Enrollees	CarePlus
n. Opioid Treatment Services	✓	✓	✓
o. Ambulatory Withdrawal Management (Level 2WM)	✓	✓	✓
p. Psychological Testing	✓	✓	✓
q. Special Education Psychological Testing	✓	✓	
r. Applied Behavioral Analysis for members under 21 years of age (ABA Services)	✓	✓	
s. Early Intensive Behavioral Intervention (EIBI)	✓	✓	
t. Preventive Behavioral Health Services	✓	✓	
Intensive Home or Community-Based Services for Youth			
a. Family Support and Training	✓		
b. Intensive Care Coordination	✓		
c. In-Home Behavioral Services1) Behavior Management Therapy2) Behavior Management Monitoring	✓		
 d. In-Home Therapy Services 1) Therapeutic Clinical Intervention 2) Ongoing Therapeutic Training and Support 	✓	✓	
e. Therapeutic Mentoring Services	✓		
Emergency Services Program (ESP)			
ESP Encounter, provided by contracted ESPs and by outpatient hospital emergency departments as further directed by EOHHS	✓	✓	✓
2. Youth Mobile Crisis Intervention	✓	✓	
Other Behavioral Health Servic	es		
1. Electro-Convulsive Therapy (ECT)	✓	✓	✓
2. Repetitive Transcranial Magnetic Stimulation (rTMS)	✓	✓	✓
		√	✓

APPENDIX A

Exhibit 4: MassHealth Excluded Services – All Coverage Types

Except as otherwise noted or determined Medically Necessary by EOHHS, the following services are not covered under MassHealth and as such are not included in the Contractor's TCOC.

- 1. Cosmetic surgery, except as determined by the Contractor to be necessary for:
 - a. correction or repair of damage following an injury or illness;
 - b. mammoplasty following a mastectomy; or
 - c. any other medical necessity as determined by the Contractor.
- 2. Treatment for infertility, including in-vitro fertilization and gamete intra-fallopian tube (GIFT) procedures.
- 3. Experimental treatment.
- 4. Personal comfort items including air conditioners, radios, telephones, and televisions (effective upon promulgation by EOHHS of regulations at 130 CMR regarding non-coverage of air conditioners).
- 5. Non-covered laboratory services as specified in 130 CMR 401.411.
- 6. Services not otherwise covered by MassHealth, except as determined by EOHHS to be Medically Necessary for MassHealth Standard or MassHealth CommonHealth Enrollees under age 21. In accordance with EPSDT requirements, such services will be included in the Contractor's TCOC under the Contract.

APPENDIX I TCOC BENCHMARK

EXHIBIT 1 TCOC BENCHMARKS AND ADMINISTRATIVE PAYMENTS Contract Year 4

Listed below are the Per Member Per Month (PMPM) TCOC Benchmarks and Administrative Payments for Contract Year 4 (January 1, 2021 through December 31, 2021), subject to state appropriation and all necessary federal approvals.

TCOC Benchmarks do not include EOHHS adjustments described in Sections 4.3.E of the Contract.

Exhibit 1.1: ACO TCOC Benchmarks (per member per month) Effective January 1, 2021 – December 31, 2021

RC I Adult Effective January 1, 2021 – June 30, 2021		
REGION	TCOC BENCHMARK	
Northern	\$472.01	
Greater Boston	\$474.83	
Southern	\$523.12	
Central	\$452.00	
Western	\$433.59	

RC I Child Effective January 1, 2021 – June 30, 2021		
REGION	TCOC BENCHMARK	
Northern	\$206.64	
Greater Boston	\$204.19	
Southern	\$205.52	
Central	\$194.65	
Western	\$197.41	

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RC II Adult Effective January 1, 2021 – June 30, 2021		
REGION	TCOC BENCHMARK	
Northern	\$1,738.30	
Greater Boston	\$1,866.79	
Southern	\$1,885.45	
Central	\$1,690.87	
Western	\$1,547.68	

RC II Child Effective January 1, 2021 – June 30, 2021			
REGION	TCOC BENCHMARK		
Northern	\$922.70		
Greater Boston	\$943.37		
Southern	\$903.64		
Central	\$897.01		
Western	\$661.42		

<u>RC IX</u> Effective January 1, 2021 – June 30, 2021			
REGION TCOC BENCHMAR			
Northern	\$615.19		
Greater Boston	\$583.80		
Southern	\$673.57		
Central	\$599.18		
Western	\$561.00		

<u>RC X</u> <u>Effective January 1, 2021 – June 30, 2021</u>			
REGION	TCOC BENCHMARK		
Northern	\$1,722.52		
Greater Boston	\$1,634.04		
Southern	\$1,815.20		
Central	\$1,763.25		
Western	\$1,528.56		

RC I Adult Effective July 1, 2021 – December 31, 2021				
REGION TCOC BENCHMARK				
Northern	\$477.27			
Greater Boston	\$479.10			
Southern	\$529.35			
Central	\$457.07			
Western	\$438.93			

RC I Child				
Effective July 1, 2021 – December 31, 2021				
REGION TCOC BENCHMARK				
Northern	\$210.92			
Greater Boston	\$207.33			
Southern	\$209.55			
Central	\$198.18			
Western	\$201.53			

RC II Adult Effective July 1, 2021 – December 31, 2021				
REGION TCOC BENCHMARK				
Northern	\$1,764.86			
Greater Boston	\$1,890.24			
Southern	\$1,911.79			
Central	\$1,714.04			
Western	\$1,570.20			

<u>RC II Child</u> Effective July 1, 2021 – December 31, 2021				
REGION TCOC BENCHMARK				
Northern	\$939.22			
Greater Boston	\$957.02			
Southern	\$919.10			
Central	\$911.83			
Western	\$674.03			

<u>RC IX</u> Effective July 1, 2021 – December 31, 2021				
REGION TCOC BENCHMARK				
Northern	\$623.68			
Greater Boston	\$591.79			
Southern	\$683.46			
Central	\$607.48			
Western	\$570.54			

<u>RC X</u> Effective July 1, 2021 – December 31, 2021			
REGION TCOC BENCHMARK			
Northern	\$1,752.70		
Greater Boston	\$1,663.74		
Southern	\$1,850.17		
Central	\$1,792.65		
Western	\$1,558.25		

Exhibit 1.2: ACO Administrative Payments (per member per month)

ACO Administrative Payments Effective January 1, 2021 – December 31, 2021						
REGION	RC I Adult	RC I Child	RC II Adult	RC II Child	<u>RC IX</u>	RC X
Northern	\$10.96	\$10.71	\$26.31	\$24.68	\$12.74	\$23.34
Greater Boston	\$10.55	\$10.42	\$26.10	\$27.59	\$12.31	\$22.48
Southern	\$11.48	\$10.41	\$25.73	\$24.39	\$13.11	\$24.04
Central	\$10.77	\$10.44	\$24.96	\$25.02	\$13.00	\$25.09
Western	\$10.28	\$10.32	\$21.99	\$19.08	\$12.18	\$20.83