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</u> <u>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: <u>https://www.macomptroller.org/forms</u>. Forms are also posted at OSD Forms: <u>https://www.mass.gov/lists/osd-forms</u>.

CONTRACTOR LEGAL NAME: Steward Medicaid Care Network, Inc. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS		
Legal Address: (W-9, W-4): 111 Huntington Ave., Ste. 1800, Boston, MA, 02199		Business Mailing Address: One Ashburton Place, 11th Fl., Boston, MA 02108		
Contract Manager: John Donlan	Phone: 781-493-7851	Billing Address (if different):		
E-Mail: c/o Dina.Morrill@steward.org	Fax:	Contract Manager: Aditya Mahalingam-Dhingra Phone: 617-573-1812		
Contractor Vendor Code: VC0000854705		E-Mail: Aditya.Mahalingam-Dhingra@mass.gov	Fax:	
Vendor Code Address ID (e.g., "AD001"): AD001.	(a)	MMARS Doc ID(s): N/A		
(Note: The Address ID must be set up for EFT paym	ients.)	RFR/Procurement or Other ID Number: BD-17-1039-EH	S01-EHS01-00000009207	
	•т			
		Enter Current Contract End Date <u>Prior</u> to Amendment:		
PROCUREMENT OR EXCEPTION TYPE: (Check or		Enter Amendment Amount: \$ no change. (or "no change"		
Statewide Contract (OSD or an OSD-designated Collective Purchase (Attach OSD approval, scop		AMENDMENT TYPE: (Check one option only. Attach de		
Department Procurement (includes all Grants - 8		Amendment to Date, Scope or Budget (Attach update	- /	
Notice or RFR, and Response or other procurement		Interim Contract (Attach justification for Interim Contra		
Emergency Contract (Attach justification for eme		Contract Employee (Attach any updates to scope or b		
Contract Employee (Attach Employment Status F		Other Procurement Exception (Attach authorizing lan		
Other Procurement Exception (Attach authorizin specific exemption or earmark, and exception justif		scope and budget)		
		llowing Commonwealth Terms and Conditions documen	it are incorporated by	
reference into this Contract and are legally binding	g: (Check ONE option): 🛛 Comm	nonwealth Terms and Conditions		
Social Services Commonwealth IT Terms and Cor	<u>iditions</u>	·····		
		thorized performance accepted in accordance with the terms		
		priated funds, subject to intercept for Commonwealth owed ns, conditions or terms and any changes if rates or terms ar		
		i this contract (or <i>new</i> total if Contract is being amended). \$_	• ,	
	-			
PROMPT PAYMENT DISCOUNTS (PPD): Common	nwealth payments are issued thro	ugh EFT 45 days from invoice receipt. Contractors reques ued within 15 days % PPD; Payment issued within 2	ting accelerated payments must	
		n: 🖾 agree to standard 45 day cycle 🗆 statutory/legal or F		
		45 day payment cycle. See Prompt Pay Discounts Policy.)		
		ENT: (Enter the Contract title, purpose, fiscal year(s) and a	detailed description of the scope	
of performance or what is being amended for a Contra				
This Amendment 4 to the Third Amended and Restar appendices.	ted Primary Care ACO Contract wi	th Steward Medicaid Care Network revises rate and policy p	rovisions, as well as updates	
	a colul The Dependence and Cost	nation and it , for this Contract, or Contract Amondament that	Contrast shlipstings:	
		actor certify for this Contract, or Contract Amendment, that gations have been incurred prior to the Effective Date.	Jontract obligations:	
- ,	• • - •	ow and <u>no</u> obligations have been incurred <u>prior</u> to the Effec	tivo Data	
		he parties agree that payments for any obligations incurred		
		ent payments, and that the details and circumstances of all		
are attached and incorporated into this Contract.	Acceptance of payments forever	releases the Commonwealth from further claims related to the	nese obligations.	
		2022, with no new obligations being incurred after this dat		
		obligations shall survive its termination for the purpose of r		
completing any negotiated terms and warranties, to a	now any close out or transition per	formance, reporting, invoicing or final payments, or during an	ny lapse between amendments.	
		"Effective Date" of this Contract or Amendment shall be th		
		rtment, or a later Contract or Amendment Start Date specifi- ments incorporated by reference as electronically published		
		rtifications under the pains and penalties of perjury, and furth		
		performance of this Contract and doing business in Massachu		
	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			
		regotiated terms will take precedence over the relevant term		
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 BIGNATURE FOR THE CONTRACT		AUTHORIZING SIGNATURE FOR THE COMMONWER	STAF	
X: Ring and Data Must Ba Continued	Date: 12/13/21		te:	
(Signature and Date Must Be Captured A Print Name: John Donlan	At Time of Signature)	(Signature and Date Must Be Captured At	i ime or Signature)	
Dural da un Ota - a ul Haralda	Care Network	Print Name: <u>Amanda Cassel Kraft</u>	<u></u>	
Print Title: President, Steward Health		Print Title: Assistant Secretary for MassHealth		

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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Contract Manager: John Donlan	Phone: 781-493-7851	Billing Address (if different):		
E-Mail: c/o Dina.Morrill@steward.org	Fax:	Contract Manager: Aditya Mahalingam-Dhingra	Phone: 617-573-1812	
Contractor Vendor Code: VC0000854705		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	ients.)	RFR/Procurement or Other ID Number: BD-17-1039-EH	S01-EHS01-00000009207	
	T		IENT	
PROCUREMENT OR EXCEPTION TYPE: (Check or	ne option only)	Enter Current Contract End Date Prior to Amendment:	December 31, 2022.	
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 de	etails of amendment changes.)	
Department Procurement (includes all Grants - 8		Amendment to Date, Scope or Budget (Attach updat	ed scope and budget)	
Notice or RFR, and Response or other procureme		Interim Contract (Attach justification for Interim Contra	act and updated scope/budget)	
Emergency Contract (Attach justification for eme Contract Employee (Attach Employment Status F		Contract Employee (Attach any updates to scope or b	udget)	
Other Procurement Exception (Attach authorizin		Other Procurement Exception (Attach authorizing lan	guage/justification and updated	
specific exemption or earmark, and exception justit		scope and budget)		
	g: (Check ONE option): 🖾 Comm	Ilowing Commonwealth Terms and Conditions document nonwealth Terms and Conditions Commonwealth Terms		
COMPENSATION: (Check ONE option): The Departm	nent certifies that payments for au	thorized performance accepted in accordance with the terms	of this Contract will be	
		priated funds, subject to intercept for Commonwealth owed		
		ns, conditions or terms and any changes if rates or terms ar	•	
Maximum Obligation Contract. Enter total maxim	num obligation for total duration of	f this contract (or new total if Contract is being amended). \$	3	
identify a PPD as follows: Payment issued within 10 issued within 30 days% PPD. If PPD percent	PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days% PPD; Payment issued within 15 days% PPD; Payment issued within 30 days% PPD; Payment issued within 30 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.)			
	NCE or REASON FOR AMENDM	ENT: (Enter the Contract title, purpose, fiscal year(s) and a	detailed description of the scope	
This Amendment 4 to the Third Amended and Restat appendices.	led Primary Care ACO Contract wi	th Steward Medicaid Care Network revises rate and policy p	rovisions, as well as updates	
ANTICIPATED START DATE: (Complete ONE optio	in only) The Department and Conti	ractor 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 oblig	gations have been incurred prior to the Effective Date.		
2. may be incurred as of <u>, 20</u> , a date l	ATER than the Effective Date bel	ow and <u>no</u> obligations have been incurred <u>prior</u> to the Effec	tive Date.	
authorized to be made either as settlement paym	nents or as authorized reimbursem	he parties agree that payments for any obligations incurred ent payments, and that the details and circumstances of all releases the Commonwealth from further claims related to th	obligations under this Contract	
amended, provided that the terms of this Contract an	nd performance expectations and	2022, with no new obligations being incurred after this dat obligations shall survive its termination for the purpose of r formance, reporting, invoicing or final payments, or during an	esolving any claim or dispute, for	
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 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 requi approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any requi documentation 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 Stand Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken b 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 <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or more cost effective Contract. AUTHORIZING SIGNATURE FOR THE CONTRACTOR:			ed above, subject to any required ed and the Contractor makes all ner agrees to provide any required usets are attached or incorporated dard Contract Form, the Standard uding any language stricken by a is in the RFR and the Contractor's sult in best value, tower costs, or a	
X: <u>IN COUNTERP</u> . (Signature and Date Must Be Captured A	Date: 15 At Time of Signature)	X: Allord Cal Katt. Da (Signature and Date Must Be Captured At	te: <u>12.15.21</u> Time of Signature)	
Print Name:	• ·	Print Name: <u>Amanda Cassel Kraft</u>	<u> </u>	
Print Title: Print Title: Assistant Secretary for MassHealth				

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)	✓	\checkmark	✓
Breast Pumps	✓	\checkmark	✓
Certain COVID-19 Specimen Collection and Testing	✓	✓	✓
Chiropractic Services	\checkmark	\checkmark	✓
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 Durable Medical Equipment 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	\checkmark	✓	✓
Laboratory	✓	✓	✓
Medical Nutritional Therapy	\checkmark	✓	✓
Orthotics	\checkmark	✓	✓
Oxygen and Respiratory Therapy Equipment	\checkmark	✓	✓
 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)	\checkmark	✓	✓
Podiatry	✓	✓	✓
Preventive Pediatric Health Screening and Diagnostic Services		✓	
Prosthetic Services and Devices	\checkmark	✓	✓
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	✓	~	~

Third Amended and Restated Primary Care ACO Contract, Appendix A – TCOC Included Services Updated by Amendment 4

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

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	\checkmark	✓	✓
Adult Day Health	\checkmark		
Adult Foster Care	\checkmark		
Certain Bundled COVID-19 Testing	\checkmark	✓	✓
Chapter 766	\checkmark	✓	
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	\checkmark	~	
Day Habilitation	\checkmark		
Preventative and Basic Dental Services	\checkmark	\checkmark	\checkmark
Group Adult Foster Care	\checkmark		
Isolation and Recovery Site Services	\checkmark	\checkmark	\checkmark
Keep Teens Healthy	\checkmark	\checkmark	
Personal Care Attendant	\checkmark		
Pharmacy – HCV and Non-HCV High Cost Drugs	\checkmark	✓	\checkmark
Private Duty Nursing/Continuous Skilled Nursing	\checkmark	\checkmark	
School Based Health Center Services rendered by a Community Health Center (place of service 03) as described by EOHHS.	✓	✓	
Telehealth Network Provider Services	\checkmark	✓	✓
Transitional Support Services (TSS) for Substance Use Disorders (Level 3)	\checkmark	✓	✓

	Co	overage 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)	\checkmark		~	
Vision Care (non-medical component)	\checkmark	\checkmark	✓	

Appendix A Exhibit 3: Behavioral Health Services Included in TCOC Calculations

✓ Denotes a service included in TCOC Calculations

		Cove	Coverage Types		
	Service	ACO MassHealth Standard & CommonHealth Enrollees	ACO MassHealth Family Assistance Enrollees	CarePlus	
Inpatie	ent Services				
1.	Inpatient Mental Health Services	✓	✓	\checkmark	
2.	Inpatient Substance Use Disorder Services (Level 4)	✓	✓	\checkmark	
3.	Observation/Holding Beds	✓	✓	\checkmark	
4.	Administratively Necessary Day (AND) Services	√	✓	\checkmark	
Divers	ionary Services				
	24-Hour Diversionary Services	5			
a.	Community Crisis Stabilization	✓	\checkmark	\checkmark	
b.	Community-Based Acute Treatment for Children and Adolescents (CBAT)	✓	✓		
c.	Acute Treatment Services (ATS) for Substance Use Disorders (Level 3.7)	✓	✓	\checkmark	
d.	Clinical Support Services for Substance Use Disorders (Level 3.5)	✓	✓	\checkmark	
e.	Transitional Care Unit (TCU)	√	✓		
f.	Residential Rehabilitation Services (Level 3.1)				
	1. Adult Residential Rehabilitation Services for Substance Use Disorders (Level 3.1)	×	~	\checkmark	
	2. Family Residential Rehabilitation Services for Substance Use Disorders (Level 3.1)	×	~	✓	
	3. Transitional Age Youth and Young Adult Residential Rehabilitation Services for Substance Use Disorders (Level 3.1)	×	~	✓	
	4. Youth Residential Rehabilitation Services for Substance Use Disorders (Level 3.1)	×	~	\checkmark	
	5. Co-Occurring Enhanced Residential Rehabilitation Services (Level 3.1)	✓	✓	✓	

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

	Cover	rage 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 Services 1) Behavior Management Therapy 2) Behavior Management Monitoring 	~		
 d. In-Home Therapy Services 1) Therapeutic Clinical Intervention 2) Ongoing Therapeutic Training and Support 	√	~	
e. Therapeutic Mentoring Services	\checkmark		
Emergency Services Program (ESP)	1	1	
1. ESP Encounter, provided by contracted ESPs and by outpatient hospital emergency departments as further directed by EOHHS	\checkmark	~	~
2. Youth Mobile Crisis Intervention	✓	✓	
Other Behavioral Health Servic	ces	•	
1. Electro-Convulsive Therapy (ECT)	✓	✓	✓
2. Repetitive Transcranial Magnetic Stimulation (rTMS)	✓	✓	✓
3. Specialing	✓	✓	✓

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

<u>RC I Adult</u> Effective January 1, 2021 – June 30, 2021		
REGION	TCOC BENCHMARK	
Northern	\$453.86	
Greater Boston	\$456.57	
Southern	\$503.00	
Central	\$434.62	
Western	\$416.91	

<u>RC I Child</u> Effective January 1, 2021 – June 30, 2021		
<u>REGION</u>	TCOC BENCHMARK	
Northern	\$202.36	
Greater Boston	\$199.96	
Southern	\$201.27	
Central	\$190.62	
Western	\$193.32	

<u>RC II Adult</u> <u>Effective January 1, 2021 – June 30, 2021</u>					
<u>REGION</u> <u>TCOC BENCHMARK</u>					
Northern	\$1,652.73				
Greater Boston	\$1,774.89				
Southern	\$1,792.63				
Central	\$1,607.64				
Western \$1,471.49					

<u>RC II Child</u> <u>Effective January 1, 2021 – June 30, 2021</u>				
REGION TCOC BENCHMAR				
Northern	\$874.14			
Greater Boston	\$893.72			
Southern	\$856.08			
Central	\$849.80			
Western	\$626.61			

<u>RC IX</u> Effective January 1, 2021 – June 30, 2021			
<u>REGION</u>	TCOC BENCHMARK		
Northern	\$587.06		
Greater Boston	\$557.11		
Southern	\$642.78		
Central	\$571.79		
Western	\$535.35		

<u>RC X</u> <u>Effective January 1, 2021 – June 30, 2021</u>				
REGION TCOC BENCHMAR				
Northern	\$1,637.73			
Greater Boston	\$1,553.60			
Southern	\$1,725.84			
Central	\$1,676.45			
Western	\$1,453.31			

<u>RC I Adult</u> Effective July 1, 2021 – December 31, 2021				
<u>REGION</u> <u>TCOC BENCHMARK</u>				
Northern	\$458.92			
Greater Boston	\$460.67			
Southern	\$508.99			
Central	\$439.49			
Western	\$422.04			

<u>RC I Child</u> Effective July 1, 2021 – December 31, 2021				
REGION TCOC BENCHMARK				
Northern	\$206.55			
Greater Boston	\$203.03			
Southern	\$205.22			
Central	\$194.08			
Western	\$197.35			

<u>RC II Adult</u> Effective July 1, 2021 – December 31, 2021				
<u>REGION</u> <u>TCOC BENCHMARK</u>				
Northern	\$1,677.99			
Greater Boston	\$1,797.19			
Southern	\$1,817.67			
Central	\$1,629.67			
Western	\$1,492.90			

Third Amended and Restated Primary Care ACO Contract, Appendix I – TCOC Benchmarks Updated as of Amendment #4 to the Third Amended and Restated Primary Care ACO Contract

<u>RC II Child</u> Effective July 1, 2021 – December 31, 2021					
<u>REGION</u> <u>TCOC BENCHMARK</u>					
Northern	\$889.79				
Greater Boston	\$906.65				
Southern	\$870.73				
Central	\$863.84				
Western	\$638.56				

<u>RC IX</u> Effective July 1, 2021 – December 31, 2021				
<u>REGION</u> <u>TCOC BENCHMARK</u>				
Northern	\$595.16			
Greater Boston	\$564.74			
Southern	\$652.22			
Central	\$579.71			
Western	\$544.45			

<u>RC X</u> Effective July 1, 2021 – December 31, 2021				
REGIONTCOC BENCHMARK				
Northern	\$1,666.43			
Greater Boston	\$1,581.83			
Southern	\$1,759.08			
Central	\$1,704.41			
Western	\$1,481.54			

Steward Medicaid Care Network, Inc.

<u>ACO Administrative Payments</u> Effective January 1, 2021 – December 31, 2021						
<u>REGION</u>	<u>RC I Adult</u>	<u>RC I Child</u>	<u>RC II Adult</u>	<u>RC II Child</u>	<u>RC IX</u>	<u>RC X</u>
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

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