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ADDITIONAL SERVICES CONTRACT
FOR [ONE CARE/SCO] PLANS
BY AND BETWEEN
THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
AND
[*ONE CARE/SCO*] [*PLAN NAME*]

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This Additional Services Contract (the "Contract") is by and between the Executive Office of Health and Human Services (EOHHS), with principal place of business at 1 Ashburton Place, 11th floor, Boston, MA 02108, and [*Plan Name*], with principal place of business at [*Plan Address*] (the Contractor).

WHEREAS, EOHHS and the Contractor entered into a [One Care/SCO] Contract (attached as **Exhibit 1**) with an operational start date of January 1, 2026, for the provision by the Contractor of high-quality, coordinated, comprehensive health care services on a capitated basis to adults enrolled in [One Care/SCO] as defined in **Exhibit 1** ("Enrollees");

WHEREAS, EOHHS and the Contractor wish to make certain state funded services, including Abortion Services, available to the Contractor's Enrollees in accordance with the reimbursement method described herein, and otherwise in accordance with **Exhibit 1**);

WHEREAS, EOHHS and the Contractor enter into this Contract upon execution by both parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Contractor and EOHHS agree as follows:

1. **Abortion Services**

    A. The Contractor shall provide Medically Necessary Abortion Services and EOHHS shall pay a capitated rate for Medically Necessary Abortion Services for the Contractor's Enrollees. Notwithstanding any provision to the contrary, the Contractor shall provide Medically Necessary Abortion Services in accordance with all applicable requirements of **Exhibit 1**, which is incorporated by reference herein, and as further set forth in this Contract. Medically Necessary Abortion Services provided under this Contract shall be limited to the codes listed in **Exhibit 3** attached hereto. Codes for other Medically Necessary Covered Services shall be provided for in accordance with **Exhibit 1**. Abortion Services include, in addition to the medication or surgical abortion itself, pre-operative evaluation and examination; pre-operative counseling; laboratory services, including pregnancy testing, blood type, and Rh factor; Rh(d) immune globulin (human); anesthesia (general or local); echography; and post-operative (follow-up) care.

    B. The Contractor shall pay for Abortion Services at or above the rates specified in 101 CMR 313.00 and the Physician Manual for MassHealth Providers, as applicable.

    C. Abortion Services Payment and Reconciliation Process for Enrollees

    For each Contract Year (CY), EOHHS shall pay the Contractor a capitation rate for providing Medically Necessary Abortion Services for the Contractor's Enrollees as follows:

    1. The Contractor shall timely process and pay its Network Providers' claims for all authorized Medically Necessary Abortion Services, as defined in Subsection 1.B, above;

    2. EOHHS shall estimate its annual payment liability to the Contractor for Abortion Services as follows: (1) multiply the monthly capitation rate for each Rating Category as set forth in **Exhibit 2** attached hereto, by the projected number of monthly Enrollees in that Rating Category; (2) sum the subtotals for each Rating Category; and (3) multiply that result by the number of months in the CY;

    3. Each CY, EOHHS shall pay the Contractor the amount calculated in accordance with **Section 1.D.2** above; and

    4. Each CY, EOHHS shall perform a reconciliation of the estimated payments made to the Contractor against the actual amount due to the Contractor. EOHHS shall pay or recoup the difference between the total annual capitation rates paid to the Contractor based on projected enrollment pursuant to **Section 1.D.2** above, versus the annual capitation rates that would have been made using actual enrollment. Such payments or recoupments shall be in the form to be determined by EOHHS either to or from the Contractor.

D. The Contractor shall provide to EOHHS, by a date to be established by EOHHS following the end of the CY, a report of the Contractor's actual costs and utilization of providing Abortion Services to Enrollees for that CY, in the format specified by EOHHS.

2. Contract Term

This Contract shall be in effect upon execution by both parties through December 31, 2030, with the option to renew the Contract for up to an additional five years, in any increment, unless otherwise extended or terminated in accordance with **Section 5.5** of **Exhibit 1**.

3. Amendments

The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein. By mutual agreement, the parties may amend this Contract where such amendment does not violate federal or State statutory, regulatory, or waiver provisions, provided that such amendment is in writing, signed by authorized representatives of all parties, and attached hereto.

4. Written Notices

Notices to the parties as to any matter hereunder will be sufficient if given in writing and sent by certified mail, postage prepaid, or delivered in hand to:

To: Daniel Cohen, Director of Integrated Care
Executive Office of Health and Human Services
MassHealth Office of Long Term Services and Supports
1 Ashburton Place, 5th floor
Boston, MA 02108

Copies to:

Office of the General Counsel
Executive Office of Health and Human Services
1 Ashburton Place, Suite 1109
Boston, MA 02108

Leslie Darcy, Chief of LTSS
Executive Office of Health and Human Services
MassHealth Office of Long Term Services and Supports
1 Ashburton Place, 5th floor
Boston, MA 02108

EOHHS Contracts Unit
600 Washington Street, 7th Floor
Boston, MA 02111

To: [*Plan Name*]
[*Plan Address*]
[*Plan Address*]

Copies to:

[Contractor Name, Title]
[Contractor Name, Title]

IN WITNESS THEREOF, the parties have executed this Contract as of the day/year stated below:

Insert Contractor Signatory Name and Title   Insert Date here

 (Insert Contractor Signatory Name and Title)   (Date)

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IN WITNESS THEREOF, the parties have executed this Contract as of the day/year stated below:

Signature here   Insert Date here

Kathleen E. Walsh   (Date)

Secretary

Executive Office of Health and Human Services

Commonwealth of Massachusetts

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Exhibit 1

Contract Between

**The Executive Office of Health and Human Services
and
[*One Care/SCO Plan Name*]**

Effective January 1, 2026

Exhibit 2

Abortion Services Per Member Per Month Capitation Rate

The Abortion Services Monthly Capitation Rate for all Rating Categories is $X.XX. This rate shall be effective beginning January 1, 2026.

Exhibit 3

Abortion Services Codes

Abortion Services payable by MassHealth

Group 1	**Abortion Codes**	
CPT	Modifier	
59812		treatment of incomplete spontaneous abortion
59820		treatment of missed abortion
59821		treatment of missed abortion
59830		tx septic abortion, completed surgically
59840		Induced abortion by D + C
59840	TF	Induced abortion by D + C 2nd trimester 12.1 to 13.9 weeks
59840	TG	Induced abortion by D + C 2nd trimester 14.0 to 18.9 weeks
59841		induced by D + E 1st trimester
59841	TF	induced by D + E 2nd trimester 12.1 to 13.9 weeks
59841	TG	induced by D + E 2nd trimester 14.0 to 18.9 weeks
59850		Induced abortion by one or more intra-amniotic injection
59851		Induced abortion by one or more intra-amniotic injection with D + C or D + E
59855		Induced abortion by vaginal suppositories
59856		Induced abortion by vaginal suppositories with D+C or D+E
59866		Multifetal pregnancy reduction
S0199		medically induced abortion by oral medication

Group 2 codes are billable for care related to the abortion (pre- or post-) within 60 days

Group 2

76805	Echography, pregnant uterus, B-Scan and/or real time
76815	Echography, pregnant uterus, B-Scan and/or real time (limited)
99211	Office or outpatient evaluation and management minimal complexity
99213	Office or outpatient evaluation and management limited complexity
99215	Office or outpatient evaluation and management extensive complexity
J2790	Injection, Rhogam, RHO D immune globulin, Human one D
S0190	Mifepristone, oral 200MG
S0191	Misoprostol, oral 200MG
S2260	Physician 2nd trimester surgical abortion