



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: Massachusetts Behavioral Health Partnership (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4): 1000 Washington St., Ste. 310, Boston, MA 02118-5002		Business Mailing Address: One Ashburton Place, 11 th Fl., Boston, MA 02108	
Contract Manager: Chad Muller	Phone: 617-790-4000	Billing Address (if different): 600 Washington Street, Boston, MA 02111	
E-Mail: Chad.Muller@beaconhealthoptions.com	Fax:	Contract Manager: Emily Bailey	Phone: 857-260-7574
Contractor Vendor Code: VC6000182737		E-Mail: emily.r.bailey@mass.gov	
Vendor Code Address ID (e.g., "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): N/A	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, 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"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: December 31, 2021 . Enter Amendment Amount: \$ <u>no change</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (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 and budget)	
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: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> 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="checkbox"/> 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="checkbox"/> Maximum Obligation Contract. Enter 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 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 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 (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
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 #14 to the Contract incorporates preventive behavioral health services without requiring prior authorization; the development of an intensive hospital diversion program for youth up to age 20; financial resources to providers of CBAT and ICBAT programs; and time-limited rate increases to support behavioral health workforce development in response to the COVID-19 public health emergency. The Amendment also replaces Appendices A-1 and H-1, and adds a new Appendix M.			
ANTICIPATED START DATE: (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 no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> 3. were incurred as of January 1, 2021 , 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, 2021 , 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: X:  Date: <u>12/21/2021</u> (Signature and Date Must Be Captured At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:  Date: <u>12/21/2021</u> (Signature and Date Must Be Captured At Time of Signature)	
Print Name: Sharon Hanson		Print Name: Amanda Cassel Kraft	
Print Title: CEO, MBHP		Print Title: Assistant Secretary for MassHealth	

Amendment 14
to the
FIRST AMENDED AND RESTATED CONTRACT FOR

THE MASSHEALTH PCC PLAN'S COMPREHENSIVE BEHAVIORAL HEALTH
PROGRAM AND MANAGEMENT SUPPORT SERVICES, AND BEHAVIORAL HEALTH
SPECIALTY PROGRAMS CONTRACT

between

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

OFFICE OF MEDICAID

1 ASHBURTON PLACE

BOSTON, MA 02108

and

THE MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP

1000 WASHINGTON STREET

BOSTON, MA 02118

WHEREAS, The Massachusetts Executive Office of Health and Human Services (referred throughout the Contract as either "EOHHS" or "MassHealth") and the Massachusetts Behavioral Health Partnership ("Contractor") entered into a First Amended and Restated Contract, effective September 1, 2017, to provide innovative, cost-effective, high quality care management services, network management services, quality management activities and comprehensive Behavioral Health services for certain MassHealth Covered Individuals, including but not limited to Care Management Program for individual Enrollees with complex medical and/or behavioral health conditions, through a program known as the MassHealth PCC Plan's Comprehensive Behavioral Health Program or Management Support Services, and Behavioral Health Specialty Programs ("BHP MSS Contract" or "Contract"); and

WHEREAS, in accordance with **Section 13.3** of the Contract, EOHHS and the Contractor desire to further amend their agreement effective January 1, 2021, in accordance with the rates, terms and conditions set forth herein; and

WHEREAS, EOHHS and the Contractor amended the First Amended and Restated Contract on December 29, 2017 (Amendment #1); January 31, 2018 (Amendment #2); October 3, 2018 (Amendment #3); December 21, 2018 (Amendment #4); January 10, 2019 (Amendment 5), June 5, 2019 (Amendment #6); October 7, 2019 (Amendment #7); December 31, 2019 (Amendment

#8); June 8, 2020 (Amendment #9); December 2, 2020 (Amendment #10); December 29, 2020 (Amendment #11); June 1, 2021 (Amendment #12); and August 3, 2021 (Amendment #13); and

WHEREAS, EOHHS and the Contractor agree that the rates and terms stated herein are subject to the approval of the federal Centers for Medicare and Medicaid Services (CMS);

NOW, THEREFORE, in consideration of the mutual undertakings, EOHHS and the Contractor agree to amend the BHP MSS Contract as follows:

TABLE OF CONTENTS

1. The **Table of Contents** is hereby amended by adding “**Appendix M: Certain Behavioral Health Services**”.

SECTION 2. GENERAL ADMINISTRATIVE REQUIREMENTS

2. **Section 2.3.A** is hereby amended by adding at the end therein the following language:

“13. Effective September 1, 2021 the Contractor shall cover medically necessary preventive behavioral health services for members from birth until age 21, or their caregiver, as outlined in **Appendix A-1**, and as further specified by EOHHS, including, but not limited to, as specified in [MassHealth Managed Care Entity \(MCE\) Bulletin 65](#). The Contractor shall cover up to six sessions of preventive behavioral health services without requiring prior authorization or a diagnostic assessment, such as the Child and Adolescent Strengths and Needs (CANS). After six sessions, the Contractor may require the provider to submit documentation to support the clinical appropriateness of ongoing preventive services. The Contractor may require providers to complete a diagnostic assessment, including the CANS, as part of the Contractor’s determination of the ongoing need for preventive services.”

3. **Section 2.3.I.3.m** is hereby deleted in its entirety and replaced with the following language:

“m. Effective October 1, 2021, for Covered Individuals actively receiving Early Intensive Behavioral Intervention services, develop protocols to ensure continuity of these services for a minimum of 90 days. Such protocols shall include the use of single-case agreements, full acceptance and implementation of existing prior authorizations for EIBI services, and individual transition plans.”

SECTION 3. BEHAVIORAL HEALTH NETWORK RESPONSIBILITIES

4. **Section 3.5.E** is hereby amended by adding at the end therein the following language:

“15. The Contractor shall work with MassHealth to develop an intensive hospital diversion program for youth up to age 20, as an alternative to 24 hour level of care. The service will support a youth in crisis after the initial crisis evaluation and intervention has been rendered. The program shall provide intensive, short-term therapy to stabilize youth and their families without the need for

hospitalization and to establish new or engage existing Children’s Behavioral Health Initiative (CBHI) services and other Behavioral Health services to maintain the youth in the community.”

5. **Section 3.6** is hereby amended by adding at the end therein the following language:

“D. For Contract Year 2021, the Contractor shall extend financial resources to providers of CBAT and ICBAT programs in an amount proportional to member volume that is equal to or greater than the amount extended to such providers for Contract Year 2020. The Contractor shall report to EOHHS at the end of the Contract Year in accordance with **Appendix E-1** on its progress in implementing the strategic plan, including reporting on year over year expenditures on CBAT and ICBAT services.”

SECTION 4. CLINICAL SERVICE AND UTILIZATION MANAGEMENT

6. **Section 4.13.C** is hereby amended by adding at the end therein the following language:
“unless otherwise specified by EOHHS.”

7. **Section 4.17** is hereby amended by adding at the end therein the following language:

“F. Directed Payments Related to Certain Behavioral Health Services

The Contractor shall provide time-limited rate increases to support behavioral health workforce development as set forth in this section, aimed at strengthening and stabilizing the state’s behavioral health workforce in response to the COVID-19 public health emergency. The Contractor shall:

1. Increase payment rates temporarily to providers as specified in this section and as set forth in **Appendix M** and as further specified by EOHHS.
 - a. The Contractor shall apply the percentage increases indicated in **Appendix M** to the Contractor’s contracted rates as of June 30, 2021; provided, however, that the contractor shall apply the percentage increases indicated in **Appendix M** to the contractor’s contracted rates as of July 1, 2021, for Acute Treatment Services (ATS), Clinical Support Services (CSS), Residential Rehabilitation Services (RRS), Program for Assertive Community Treatment (PACT) services, Psychotherapy (60 minute) Services, and Behavioral Health Day Treatment (Psychiatric Day Treatment) Services. All rate increases shall apply regardless of whether those rates are the same as the MassHealth fee-for-service rates. For any service already subject to a directed payment requirement, the Contractor shall apply the rate increases set forth in **Appendix M** to the directed payment amount set forth in the Contract.
 - b. If the Contractor has sub-capitated or Alternative Payment Methodology (APM) arrangements with providers for the provision of

any services subject to rate increases pursuant to this section, the sub-capitated or APM payments to providers should be increased by the equivalent of the rate increases that would be required for fee for service payments as set forth in this section.

- c. The Contractor shall not subject the required rate increases to any withhold arrangement with providers. The Contractor shall ensure that providers receive the full rate increases in payments made for the services listed in **Appendix M**.
 - d. All encounter file claim paid amounts with dates of service between the rate increase effective date and the rate increase end date must reflect the specified rate increases paid by plans to eligible providers.
- 2. Ensure that its providers receiving the rate increases use this funding for recruiting, building, and retaining their direct care, clinical, and support workforce as specified by EOHHS.
 - 3. Ensure that its providers receiving the rate increases complete and submit attestations and spending reports as specified by EOHHS. The Contractor shall inform such providers that failure to comply with the attestation and spending report requirement may subject the provider to financial penalty.
 - 4. Certify, on a monthly basis in a form and format specified by EOHHS, compliance with the rate increase requirements described in this section.”

SECTION 13. ADDITIONAL TERMS AND CONDITIONS

- 8. **Section 13.47** is hereby amended by striking the following: “Karen Katz, J.D., M.Ed Deputy Director, Office of Behavioral Health ” and inserting in lieu thereof “Emily Bailey, Chief of Behavioral Health”.

APPENDICES

- 9. **Appendix A-1** is hereby deleted in its entirety and replace with the attached **Appendix A-1**.
- 10. **Appendix H-1** is hereby deleted in its entirety and replace with the attached **Appendix H-1**.
- 11. The Contract is hereby amended by adding a new **Appendix M, Certain Behavioral Health Services**.

Appendix A-1
MBHP Covered Behavioral Health Services

✓ Denotes a covered service

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
Inpatient Services - 24-hour services, delivered in a licensed or state-operated hospital setting, that provide clinical intervention for mental health or substance use diagnoses, or both.				
1. Inpatient Mental Health Services - hospital services to evaluate and treat an acute psychiatric condition which 1) has a relatively sudden onset; 2) has a short, severe course; 3) poses a significant danger to self or others; or 4) has resulted in marked psychosocial dysfunction or grave mental disability.	✓	✓	✓	
2. Inpatient Substance Use Disorder Services (Level IV) – Intensive inpatient services provided in a hospital setting, able to treat Covered Individuals with acute medically complex withdrawal management needs, as well as co-occurring biomedical and/or psychiatric conditions. Services are delivered by an interdisciplinary staff of addiction credential physician and other appropriate credential treatment professionals with the full resources of a general acute care or psychiatric hospital available.	✓	✓	✓	
3. Observation/Holding Beds - hospital services, for a period of up to 24 hours, in order to assess, stabilize, and identify appropriate resources for Covered Individuals.	✓	✓	✓	
4. Administratively Necessary Day (AND) Services - a day(s) of inpatient hospitalization provided to Covered Individuals when said Covered Individuals are clinically ready for discharge, but an appropriate setting is not available. Services shall include appropriate continuing clinical services.	✓	✓	✓	
Diversionary Services - those mental health and substance use disorder services that are provided as clinically appropriate alternatives to Behavioral Health Inpatient Services, or to support a Covered Individual returning to the community following a 24-hour acute placement; or to provide intensive support to maintain functioning in the community. There are two categories of Diversionary Services, those provided in a 24-hour facility, and those which are provided in a non-24-hour setting or facility. (See detailed services below)				
1. 24-Hour Diversionary Services:				
a. Community Crisis Stabilization – services provided as an alternative to hospitalization, including short-term psychiatric treatment in structured, community-based therapeutic environments. Community Crisis Stabilization provides continuous 24-hour observation and supervision for Covered Individuals who do not require Inpatient Services.	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
b. Community-Based Acute Treatment for Children and Adolescents (CBAT) – mental health services provided in a staff-secure setting on a 24-hour basis, with sufficient clinical staffing to insure safety for the child or adolescent, while providing intensive therapeutic services including, but not limited to, daily medication monitoring; psychiatric assessment; nursing availability; Specialing (as needed); individual, group and family therapy; case management; family assessment and consultation; discharge planning; and psychological testing, as needed. This service may be used as an alternative to or transition from Inpatient services.	✓	✓		
c. Medically Monitored Intensive Services --Acute Treatment Services (ATS) for Substance Use Disorders (Level 3.7) – 24-hour, seven days week, medically monitored addiction treatment services that provide evaluation and withdrawal management services delivered by nursing and counseling staff under a physician-approved protocol and physician-monitored procedures. Services include bio-psychosocial assessment; induction to FDA approved medications for addictions when appropriate, individual and group counseling; psychoeducational groups; and discharge planning. Pregnant women receive specialized services to ensure substance use disorder treatment and obstetrical care. Covered Individuals with Co-Occurring Disorders receive specialized services to ensure treatment for their co-occurring psychiatric conditions. These services may be provided in licensed freestanding or hospital-based programs.	✓	✓	✓	
d. Clinical Support Services for Substance Use Disorders (Level 3.5) – 24-hour treatment services including comprehensive bio-psychosocial assessments and treatment planning, therapeutic milieu, intensive psycho education and counseling, outreach to families and significant others; linkage to medications for addiction therapy, connection to primary care and community supports and aftercare planning for individuals beginning to engage in recovery from addiction. Covered Individuals with Co-Occurring Disorders receive coordination of transportation and referrals to mental health providers to ensure treatment for their co-occurring psychiatric conditions. Pregnant women receive coordination of their obstetrical care.	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
e. Population-Specific High Intensity Residential Services (Level 3.3.) Enhanced 24 hour structured addiction treatment to serve Enrollees who require specialized, tailored programming due to cognitive and other functional impairments caused by co-morbid conditions (e.g., brain injury, fetal alcohol spectrum disorder, dementia, IV antibiotic treatment). This service may entail staffing, environment, and clinical programming modifications for Covered individuals with cognitive or functional impairments fully participate in treatment activities.	✓	✓	✓	
f. Transitional Support Services (TSS) for Substance Use Disorders (Level 3.1) – 24 hour, short term intensive case management and psycho-educational residential programming with nursing available for Covered Individuals requiring short term placements. Covered Individuals with Co-Occurring Disorders receive coordination of transportation and referrals to mental health providers to ensure treatment for their co-occurring psychiatric conditions. Pregnant women receive coordination of their obstetrical care.	✓	✓	✓	
g. Residential Rehabilitation Services for Substance Use Disorders (Level 3.1) – 24 hour structured and comprehensive rehabilitative environment that supports Covered Individual's independence and resilience and recovery from alcohol and/or other drug problems. Scheduled, goal-oriented clinical services are provided in conjunction with ongoing support and assistance for developing and maintaining interpersonal skills necessary to lead an alcohol and/or drug-free lifestyle. Specialized RRS services tailored for the needs of Youth, Transitional Age Youth, Young Adults, Families and Pregnant and Post-Partum Women are also available to eligible Covered Individuals.	✓	✓	✓	
h. Co-Occurring Enhanced Residential Rehabilitation Services for Substance Use Disorders (Level 3.1) - 24-hour, safe, structured environment, located in the community, which supports Enrollee's recovery from addiction and moderate to severe mental health conditions while reintegrating into the community and returning to social, vocation/employment, and/or educational roles. Scheduled, goal-	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
oriented clinical services are provided in conjunction with psychiatry and medication management to support stabilization and development of skills necessary to achieve recovery. Clinical services are provided a minimum of five hours a week and additional outpatient levels of care may be accessed concurrently as appropriate. Programs will ensure that Members have access to prescribers of psychiatric and addiction medications.				
i. Transitional Care Unit (TCU) – A community based therapeutic program offering high levels of supervision, structure and intensity of service within an unlocked setting. The program serves children and adolescents, under age 19, who are in the custody of the Department of Children and Families (DCF), who have been determined to need group care or foster care and no longer meet the clinical criteria for continued stay at an acute level of care. The TCU offers comprehensive services, including but not limited to, a therapeutic milieu, psychiatry, aggressive case management, and multidisciplinary, multi-modal therapies.	✓	✓		
2. Non-24-Hour Diversionary Services				
a. Community Support Program (CSP) - an array of services delivered by a community-based, mobile, multi-disciplinary team of professionals and paraprofessionals. These programs provide essential services to Covered Individuals with a long standing history of a psychiatric or substance use disorder and to their families, or to Covered Individuals who are at varying degrees of increased medical risk, or to children/adolescents who have behavioral health issues challenging their optimal level of functioning in the home/community setting. Services include outreach and supportive services, delivered in a community setting, which will vary with respect to hours, type and intensity of services depending on the changing needs of the Covered Individual.	✓	✓	✓	
b. Recovery Coaching – Recovery Coaching is a non-clinical service provided by individuals currently in recovery from a substance use disorders and who have been trained to help people struggling with a similar experience (their peers) to gain hope, explore recovery and achieve life goals. The focus of the Recovery Coach role is to create a relationship between equals that is non-clinical and focused on removing obstacles to recovery; linking	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
Members to recovery community and serving as a personal guide and mentor.				
c. Recovery Support Navigators (RSN) – RSN services are specialized care coordination services intended to engage Covered Individuals in accessing substance use disorder treatment, facilitating smooth transitions between levels of care, support Covered Individuals in obtaining service that facilitate recovery. Recovery Support Navigators coordinate with other substance use disorder treatment providers, as well as primary care and prescribers of medications for addiction treatment (MAT) in support of Covered Individuals.	✓	✓	✓	
d. Partial Hospitalization (PHP) – an alternative to Inpatient Mental Health Services, PHP services offer short-term day mental health programming available seven days per week. These services consist of therapeutically intensive acute treatment within a stable therapeutic milieu and include daily psychiatric management.	✓	✓	✓	
e. Psychiatric Day Treatment – services which constitute a program of a planned combination of diagnostic, treatment and rehabilitative services provided to a person with mental illness who needs more active or inclusive treatment than is typically available through a weekly visit to a mental health center, individual Provider's office or hospital outpatient department, but who does not need 24-hour hospitalization	✓	✓	✓	
f. Structured Outpatient Addiction Program (SOAP) – clinically intensive, structured day and/or evening substance use disorder services. These programs can be utilized as a transition service in the continuum of care for a Covered Individual being discharged from Acute Substance Abuse Treatment, or can be utilized by individuals, who need Outpatient Services, but who also need more structured treatment for a substance use disorder. These programs may incorporate the evidence-based practice of Motivational Interviewing into clinical programming to promote individualized treatment planning. These programs may include specialized services and staffing for targeted populations including pregnant women, adolescents and adults requiring 24 monitoring.	✓	✓	✓	
g. Program of Assertive Community Treatment (PACT) – shall mean a multi-disciplinary team approach to providing acute, active, ongoing, and long-term community-based psychiatric treatment, assertive outreach, rehabilitation and	✓	✓	✓	

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	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
support. The program team provides assistance to Covered Individuals to maximize their recovery, ensure consumer-directed goal setting, assist individuals in gaining a sense of hope and empowerment, and provide assistance in helping the individuals served become better integrated into the community. Services are provided in the community and are available, as needed by the individual, 24 hours a day, seven days a week, 365 days a year.				
h. Intensive Outpatient Program (IOP) - a clinically intensive service designed to improve functional status, provide stabilization in the community, divert an admission to an Inpatient Service, or facilitate a rapid and stable reintegration into the community following a discharge from an inpatient service. The IOP provides time-limited, comprehensive, and coordinated multidisciplinary treatment.	✓	✓	✓	
Outpatient Services - mental health and substance use disorder services provided in person in an ambulatory care setting such as a mental health center or substance use disorder clinic, hospital outpatient department, community health center, or practitioner's office. The services may be provided at a Covered Individual's home or school.				
Standard outpatient Services – those Outpatient Services most often provided in an ambulatory setting.				
a. Family Consultation - a meeting of at least 15 minutes' duration, either in person or by telephone, with family members or others who are significant to the Covered Individual and clinically relevant to a Covered Individual's treatment to: identify and plan for additional services; coordinate a treatment plan; review the individual's progress; or revise the treatment plan, as required.	✓	✓	✓	
b. Case Consultation - an in-person or by telephone meeting of at least 15 minutes' duration, between the treating Provider and other behavioral health clinicians or the Covered Individual's primary care physician, concerning a Covered Individual who is a client of the Provider, to: identify and plan for additional services; coordinate a treatment plan; review the individual's progress; and revise the treatment plan, as required. Case Consultation shall not include clinical supervision or consultation with other clinicians within the same provider organization.	✓	✓	✓	
c. Diagnostic Evaluation - an assessment of a Covered Individual's level of functioning, including physical, psychological, social, educational and environmental strengths and	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
challenges for the purpose of diagnosis and designing a treatment plan.				
d. Dialectical Behavioral Therapy (DBT) - a manual-directed outpatient treatment developed by Marsha Linehan, PhD, and her colleagues that combines strategies from behavioral, cognitive, and supportive psychotherapies for Covered Individuals with borderline personality disorder who also exhibit chronic, parasuicidal behaviors and adolescents who exhibit these symptoms. DBT may be used for other disorders if the Contractor determines that, based on available research, DBT is effective and meets the Contractor's criteria for determining medical necessity.	✓	✓	✓	
e. Psychiatric Consultation on an Inpatient Medical Unit - an in- person meeting of at least 15 minutes' duration between a psychiatrist or Advanced Practice Registered Nurse Clinical Specialist and a Covered Individual at the request of the medical unit to assess the Covered Individual's mental status and consult on a behavioral health or psychopharmacological plan with the medical staff on the unit.	✓	✓	✓	
f. Medication Visit - an individual visit specifically for psychopharmacological evaluation, prescription, review, and/or monitoring by a psychiatrist or R.N. Clinical Specialist for efficacy and side effects.	✓	✓	✓	
g. Medication Administration – shall mean the injection of intramuscular psychotherapeutic medication by qualified personnel.	✓	✓	✓	
h. Couples/Family Treatment - the use of psychotherapeutic and counseling techniques in the treatment of a Covered Individual and his/her partner and/or family simultaneously in the same session.	✓	✓	✓	
i. Group Treatment – the use of psychotherapeutic or counseling techniques in the treatment of a group, most of whom are not related by blood, marriage, or legal guardianship.	✓	✓	✓	
j. Individual Treatment - the use of psychotherapeutic or counseling techniques in the treatment of an individual on a one-to-one basis.	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
k. Inpatient-Outpatient Bridge Visit - a single-session consultation conducted by an outpatient provider while a Covered Individual remains on an Inpatient psychiatric unit. The Inpatient-Outpatient Bridge Visit involves the outpatient Provider meeting with the Enrollee and the inpatient team or designated inpatient treatment team clinician.	✓	✓	✓	
l. Assessment for Safe and Appropriate Placement (ASAP) - an assessment, required by MGL 119 Sec. 33B, conducted by a diagnostician with specialized training and experience in the evaluation and treatment of sexually abusive youth or arsonists, to evaluate individuals who are in the care and custody of DCF and who have been adjudicated delinquent for a sexual offense or the commission of arson, or have admitted to such behavior, or are the subject of a documented or substantiated report of such behavior, and who are being discharged from Inpatient Psychiatric Unit or Hospital or Community-Based Acute Treatment for Children/Adolescents or Intensive Community Based Acute Treatment for Children/Adolescents to a family home care setting. Services are provided through a DCF designated ASAP provider.	✓	✓		
m. Collateral Contact – a communication of at least 15 minutes' duration between a Provider and individuals who are involved in the care or treatment of a Covered Individual under 21 years of age, including, but not limited to, school and day care personnel, state agency staff, and human services agency staff.	✓	✓		
n. Acupuncture Treatment - the insertion of metal needles through the skin at certain points on the body, with or without the use of herbs, an electric current, heat to the needles or skin, or both, as an aid to persons who are withdrawing from dependence on substances or in recovery from addiction.	✓	✓	✓	
o. Opioid Treatment Services — supervised assessment and treatment of an individual, using FDA approved medications (including methadone, buprenorphine/naloxone, and naltrexone) along with a comprehensive range of medical and rehabilitative services, when clinically necessary, to alleviate the adverse medical, psychological or physical effects incident to opiate addiction. This term encompasses detoxification treatment and maintenance treatment.	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
p. Ambulatory Withdrawal Management (Level 2WM) - outpatient services for Members who are experiencing a serious episode of excessive substance use or withdrawal complications. Ambulatory Withdrawal Management is provided under the direction of a physician and is designed to stabilize the Member's medical condition under circumstances where neither life nor significant bodily functions are threatened. The severity of the individual's symptoms will determine the setting, as well as the amount of nursing and physician supervision necessary during the course of treatment.	✓	✓	✓	
q. Psychological Testing - the use of standardized test instruments to assess a Covered Individual's cognitive, emotional, neuropsychological, verbal, and defensive functioning on the central assumption that individuals have identifiable and measurable differences that can be elicited by means of objective testing.	✓	✓	✓	
r. Special Education Psychological Testing - psychological, emotional or neuropsychological testing which is requested by school personnel responsible for initiating referrals for diagnosis and evaluation of children who qualify for special education programs pursuant to Mass Gen. Law 71B, and which shall be utilized toward the development of an Individualized Educational Plan (IEP). Special Education Psychological Testing shall not be administered more than once a year unless new events have significantly affected the student's academic functioning.	✓	✓		
s. Applied Behavioral Analysis for members under 21 years of age (ABA Services) – A MassHealth service that focuses on the analysis, design, implementation, and evaluation of social and other environmental modifications to produce meaningful changes in human behavior. This service provides for the performance of behavioral assessments; interpretation of behavior analytic data; development of a highly specific treatment plan; supervision and coordination of interventions; and training other interveners to address specific objectives or performance goals in order to treat challenging behaviors that interfere with a youth's successful functioning. See 101 CMR 358.00.	✓	✓		
t. Early Intensive Behavioral Intervention (EIBI) : a service under the umbrella of Early Intervention that provides for the performance of behavioral assessments; interpretation of behavioral	✓	✓		

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
analytic data; development of a highly specific treatment plan; supervision and coordination of interventions; and training other interveners to address specific objectives or performance goals in order to treat challenging behaviors that interfere with the youth's successful functioning. EIBI includes services provided by two different set credentials: Licensed Applied Behavior Analyst and behavior technician/paraprofessional. It is delivered by one or more members of a team of qualified providers consisting of professional and paraprofessional staff.				
u. Preventive Behavioral Health Services - short-term interventions in supportive group, individual, or family settings, recommended by a physician or other licensed practitioner, practicing within their scope of licensure, that cultivate coping skills and strategies for symptoms of depression, anxiety, and other social/emotional concerns, which may prevent the development of behavioral health conditions for members who are under 21 years old who have a positive behavioral health screen (or, in the case of an infant, a caregiver with a positive post-partum depression screening), even if the member does not meet criteria for behavioral health diagnosis. Preventive behavioral health services are available in group sessions when delivered in community-based outpatient settings, and in individual, family, and group sessions when provided by a behavioral health clinician practicing in an integrated pediatric primary care setting.	✓	✓		
Intensive Home or Community-Based Services for Youth – mental health and substance use disorder services provided to Enrollees in a community-based setting such as home, school, or community service agency. The services provided are more intensive than services that may be provided through a standard outpatient service. (See detailed services below)				
a. Family Support and Training: a service provided to the parent /caregiver of a youth (under the age of 21), in any setting where the youth resides, such as the home and other community settings. Family Support and Training is a service that provides a structured, one-to-one, strength-based relationship between a Family Support and Training Partner and a parent/caregiver. The purpose of this service is for resolving or ameliorating the youth's emotional and behavioral needs by improving the capacity of the parent /caregiver to parent the youth so as to improve the youth's functioning. Services may include education, assistance in navigating	✓			

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
the child serving systems; fostering empowerment, including linkages to peer/parent support and self-help groups; assistance in identifying formal and community resources, support, coaching, and training for the parent/caregiver.				
b. Intensive Care Coordination: a service that provides targeted case management services to individuals under 21 with a Serious Emotional Disturbance including individuals with co-occurring conditions. This service includes assessment, development of an individualized care plan, referral and related activities to implement the care plan and monitoring of the care plan.	✓			
c. In-Home Behavioral Services – this service usually includes a combination of behavior management therapy and behavior management monitoring, as follows: C1. Behavior Management Therapy: This service includes assessment, development of the behavior plan, and supervision and coordination of interventions to address specific behavioral objectives or performance. This service addresses challenging behaviors which interfere with the child’s successful functioning. The Behavior management therapist develops and monitors specific behavioral objectives and interventions, including a crisis-response strategy, that are incorporated into the child’s treatment plan. The therapist may also provide short-term counseling and assistance, depending on the child’s performance and level of intervention required. Phone contact and consultation may be provided as part of the intervention. C2. Behavior Management Monitoring. This service includes implementation of the behavior plan, monitoring the child’s behavior, reinforcing implementation of the plan by parents or other caregivers and reporting to the behavior management therapist on implementation of the plan and progress toward behavioral objectives or performance goals. Phone contact and consultation may be provided as part of the intervention.	✓			
d. In-Home Therapy Services. This service is a therapeutic clinical intervention and ongoing training and therapeutic support, as follows: D1. The Therapeutic Clinical Intervention is a structured, consistent, therapeutic relationship between a licensed clinician and the child and	✓	✓		

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
<p>family for the purpose of treating the child's mental health needs including improving the family's ability to provide effective support for the child to promote healthy functioning of the child within the family. The clinician develops a treatment plan and, using established psychotherapeutic techniques, works with the entire family or a subset of the family, to enhance problem-solving, limit-setting, communication, emotional support or other family or individual functions. The Therapeutic Clinical Intervention is provided by a qualified licensed clinician who will often work in a team that includes one or more qualified paraprofessionals.</p> <p>D2. Ongoing Therapeutic Training and Support is a service provided by a paraprofessional to support implementation of the licensed clinician's treatment plan to achieve the goals of the treatment plan. The paraprofessional assists a licensed clinician in implementing the therapeutic objectives of the treatment plan designed to address the child's mental health and emotional challenges. This service includes teaching the child to understand, direct, interpret, manage and control feelings and emotional responses to situations, and to assist the family in supporting the child in addressing his or her emotional and mental health needs. Phone contact and consultation may be provided as part of the intervention.</p>				
<p>e. Therapeutic Mentoring Services: This service provides a structured, one-to-one mentoring relationship between a therapeutic mentor and a child or adolescent for the purpose of addressing daily living, social and communication needs. Each child or adolescent will have goals and objectives that are designed to support age-appropriate social functioning or ameliorate deficits in the child or adolescent's age-appropriate social functioning. These goals and objectives are developed by the child or adolescent, as appropriate, and his/her treatment team and are incorporated into the treatment plan. The service includes supporting, coaching and training the child or adolescent in age-appropriate behaviors, interpersonal communication, problem-solving and conflict resolution and relating appropriately to other children and adolescents, as well as adults, in recreational and social activities. The therapeutic mentor works with the child or adolescent in</p>	✓			

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
such settings as their home, school or social or recreational activities.				
Emergency Services Program (ESP) - services provided through designated contracted ESPs, and which are available seven days per week, 24 hours per day to provide treatment of any individual who is experiencing a mental health crisis. In addition to contracted ESPs, ESP Encounter services (not Youth Mobile Crisis Intervention services) may also be provided by outpatient hospital emergency departments as further directed by EOHHS. (See detailed services below)				
1. ESP Encounter - each 24-hour period an individual is receiving ESP Services. Each ESP Encounter shall include at a minimum: crisis assessment, intervention and stabilization. <ul style="list-style-type: none"> a. Assessment - a face-to-face evaluation of an individual presenting with a behavioral health emergency, including assessment of the need for hospitalization, conducted by appropriate clinical personnel; b. Intervention –the provision of psychotherapeutic and crisis counseling services to an individual for the purpose of stabilizing an emergency; and c. Stabilization – short-term behavioral health treatment in a structured environment with continuous observation and supervision of individuals who do not require hospital level of care. <p>In addition, medication evaluation and specialing services shall be provided if Medically Necessary.</p>	✓	✓	✓	✓
2. Youth Mobile Crisis Intervention: a short term mobile, on-site, and face-to-face therapeutic service provided for youth experiencing a behavioral health crisis and for the purpose of identifying, assessing, treating, and stabilizing the situation and reducing the immediate risk of danger to the youth or others consistent with the youth’s risk management/safety plan, if any. Services are available 24 hours a day, 7 days a week.	✓	✓		✓
Other Behavioral Health Services - Behavioral Health Services that may be provided as part of treatment in more than one setting type.				
1. Electro-Convulsive Therapy (ECT) - a therapeutic service which initiates seizure activity with an electric impulse while the individual is under anesthesia. It is administered in a facility that is licensed to provide this service by DMH.	✓	✓	✓	
2. Repetitive Transcranial Magnetic Stimulation (rTMS) - a noninvasive form of neurostimulation in which rapidly changing magnetic fields are applied to the surface of the scalp through a copper wire coil connected to a magnetic stimulator. The therapeutic service is used to treat depression that has not responded to standard treatment such as medications and psychotherapy.	✓	✓	✓	

	Coverage Types			
Service	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
3. Specialing - therapeutic services provided to an Enrollee in a variety of 24-hour settings, on a one-to-one basis, to maintain the individual's safety.	✓	✓	✓	

APPENDIX H-1

PAYMENT AND RISK SHARING PROVISIONS

Capitation Rates for Contract Year 2021: January 1, 2021, through June 30, 2021.

Section 1. MassHealth Capitation Payment

A. Per-Member Per-Month (PMPM) Capitation Rates for Contract Year 2021 (CY21) (pursuant to Section 10.2 of the Contract)

a. PCC and TPL: PMPM (\$) Rates January 1, 2021 – June 30, 2021

Rating Category	Medical services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child :	50.55	50.34	14.33	0.62	4.86	120.70
Rating Category I Adult :	47.09			8.74	4.83	60.66
Rating Category I TPL:	4.82	32.79	5.18	0.51	3.90	47.20
Rating Category II Child :	142.30	153.27	222.80	1.17	10.50	530.04
Rating Category II Adult :	170.52			7.50	11.49	189.51
Rating Category II TPL:	14.59	106.96	51.45	0.45	7.84	181.29
Rating Category IX :	80.22			17.48	5.55	103.25
Rating Category X :	403.71			130.78	16.34	550.83

b. Primary Care ACO: PMPM (\$) Rates January 1, 2021 - June 30, 2021

Rating Category	Medical services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child :	22.31	26.75	6.83	0.26	3.05	59.20
Rating Category I Adult :	44.22			8.65	3.28	56.15
Rating Category II Child :	99.08	167.11	192.52	0.57	7.41	466.69
Rating Category II Adult :	190.82			14.44	8.57	213.83
Rating Category IX :	91.32			25.60	4.50	121.42
Rating Category X :	335.53			179.54	12.18	527.25

c. PCC and TPL: PMPM (\$) Rates July 1, 2021 – December 31, 2021

Rating Category	Medical services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child :	53.63	63.64	15.75	0.68	4.86	138.56
Rating Category I Adult :	50.49			9.39	4.83	64.71
Rating Category I TPL:	5.56	42.07	6.23	0.55	3.90	58.31
Rating Category II Child :	149.23	196.83	245.92	1.28	10.50	603.76
Rating Category II Adult:	180.32			8.10	11.49	199.91
Rating Category II TPL:	16.22	137.66	60.06	0.49	7.84	222.27
Rating Category IX :	85.49			18.64	5.55	109.68
Rating Category X :	428.92			139.65	16.34	584.91

d. Primary Care ACO: PMPM (\$) Rates July 1, 2021 - December 31, 2021

Rating Category	Medical services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child :	23.86	33.97	7.53	0.28	3.05	68.69
Rating Category I Adult :	47.50			9.34	3.28	60.12
Rating Category II Child :	105.02	214.41	212.01	0.63	7.41	539.48
Rating Category II Adult:	202.01			15.49	8.57	226.07
Rating Category IX :	97.31			27.33	4.50	129.14
Rating Category X :	357.85			191.83	12.18	561.86

B. Risk Sharing Corridors for Contract Period CY21, for the Medical Services rates Component of Rating Categories Child I, Adult I, Child II, Adult II, I-TPL, II-TPL, IX, and X (pursuant to Section 10.6 of the Contract) for PCC and TPL programs

1. Gain on the Medical Services Capitation Rates excluding CBHI, ABA and SUD services

The amount of the Gain on the aggregate Medical Services Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are less than the Total Medical Services Capitation Payment

for Contract Year 2021. EOHHS and the Contractor shall share such gain in accordance with the table below.

Gain	MassHealth Share	Contractor Share
Between 0 and .5%	0%	100%
>.5%	100%	0%

2. Loss on the Medical Services Capitation Rates excluding CBHI, ABA and SUD services

The amount of the Loss on the aggregate Medical Services Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are greater than the Total Medical Services Capitation Payment for Contract Year 2021. EOHHS and the Contractor shall share such loss in accordance with the table below.

Loss	MassHealth Share	Contractor Share
Between 0 and .5%	0%	100%
>.5%	100%	0%

C. Risk Sharing Corridors for CY21 for the Medical Services rates Component of Rating Categories Child I, Adult I, Child II, Adult II, IX, and X (pursuant to Section 10.6 of the Contract) for the Primary Care ACO program,

1. Gain on the Medical Services Capitation Rates excluding CBHI, ABA and SUD services

The amount of the Gain on the aggregate Medical Services Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are less than the Total Medical Services Capitation Payment for the CY21. EOHHS and the Contractor shall share such gain in accordance with the table below.

Gain	MassHealth Share	Contractor Share
Between 0 and \$100,000	99%	1%
>\$100,000	100%	0%

2. Loss on Medical Services Capitation Rates excluding CBHI, ABA and SUD services

The amount of the Loss on the Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are

greater than the Total Medical Services Capitation Payment for the CY21. EOHHS and the Contractor shall share such loss in accordance with the table below.

Loss	MassHealth Share	Contractor Share
Between 0 and \$100,000	99%	1%
>\$100,000	100%	0%

D. Risk Sharing Corridors for Contract Year 2021 effective January 1, 2021, through December 31, 2021, for CBHI, ABA and SUD Services for PCC, TPL and Primary Care ACO programs:

The Contractor and EOHHS shall share risk for CBHI, ABA and SUD Services in accordance with the following provisions:

1. For Contract Year 2021, EOHHS shall conduct separate reconciliations with respect to CBHI, ABA and SUD Services, as follows:
 - a. EOHHS will first determine the amount paid to the Contractor by EOHHS for CBHI, ABA and SUD Services for Contract Year 2021, by multiplying the following:
 - i. The CBHI, ABA and SUD Add-On rates determined by EOHHS and provided to the Contractor in **Section 1.A** above; by
 - ii. The number of applicable member months for the period.
 - b. EOHHS will then determine the Contractor's expenditures for CBHI, ABA and SUD Services for Contract Year 2021, using claims data submitted in the report described in **Section D.2** below and Encounter Data submitted by the Contractor.

If the amount paid to the Contractor, as determined by the calculation described in **Section D.1.a** above, is greater than the Contractor's expenditures, as determined by the calculation described in **Section D.1.b** above, then the Contractor shall be considered to have experienced a gain with respect to CBHI, ABA and SUD Services for Contract Year 2021. EOHHS and the Contractor shall share such gain in accordance with the table below for CBHI, ABA, and SUD services:

Gain	MassHealth Share	Contractor Share
Between \$0 and \$100,000	99%	1%
> \$100,000	100%	0%

If the amount paid to the Contractor, as determined by the calculation described in **Section D.1.a** above, is less than the Contractor's expenditures, as determined by the calculation described in **Section D.1.b.** above, then the Contractor shall be considered to have experienced a loss with respect to

CBHI, ABA and SUD Services for Contract Year 2021. EOHHS and the Contractor shall share such loss in accordance with the table below:

Loss	MassHealth Share	Contractor Share
Between \$0 and \$100,000	99%	1%
> \$100,000	100%	0%

2. To assist with the reconciliation process for CBHI, ABA and SUD Services described above, the Contractor shall, within 180 days after the end of Contract Year 2021, submit claims data with respect to CBHI, ABA and SUD services in the form and formats specified in **Appendix E**.

Section 2. MassHealth Other Payments

A. Care Management Program

The Contractor shall calculate and report on the number of engaged enrollees in the Practice Based Care Management program (PBCM) on a monthly basis and shall be paid an Engagement PPPM, upon EOHHS review and approval, on a quarterly basis.

Base Per-Participant Per-Month (PPPM) Rate for Practice Based Care Management Contract.

Engagement:

Per Participant Per Month.....\$175.00

B. Performance Incentives Arrangements

Total Performance Incentive Payments detailed in appendix G, may not exceed 105 percent of approved Capitation Payments attributable to the Covered Individuals or services covered by the Contract.

The Performance Incentive Payments for Contract Year 2021 will be a total of \$3,000,000.

C. PCC Plan Management Support

Base Per-Member (PCC Enrollees Only) Rate for PCC Plan Management Support.

Per Participant Per Month.....\$1.25

D. Add-on specialized inpatient psychiatric services per diem rate

EOHHS shall make an add-on per diem rate payment of \$600 for specialized psychiatric inpatient claims as specified in **Section 4.12** and **Section 10** of the Contract. To assist

with this payment processing, the Contractor shall provide claims data in a format and at a frequency to be specified by EOHHS in **Appendix E**.

The add-on payment shall be excluded from the risk sharing calculations in sub-sections 1.B and 1.C above and EOHHS shall reprice submitted claims for risk sharing calculations.

E. DSRIP Payments for Community Behavioral Health Centers (CBHC)

EOHHS shall make a one-time payment to the Contractor in the amount of \$10,400,000 in support of CBHC activities specified in section 10.17 of the contract. This shall be the full amount of funding provided to the Contractor to support the activities set forth in Section 10.17.

The Contractor shall return any unspent funds to EOHHS at the end of the Contract Term, unless otherwise directed by EOHHS.

Section 3. DMH Compensation Payments (Non-MassHealth Payments)

A. DMH Payments for the Contract (pursuant to Section 10.9 of the Contract)

The total Contract Year 2021 DMH Compensation Payment for the Specialty Programs through December 31, 2021, shall be \$8,698,388.00, as described in Sections 3.B-3.E below.

B. DMH ESP Program for Uninsured Individuals Service Compensation Rate Payment (pursuant to Sections 3.4, 10.9 and 10.10 of the Contract)

The DMH ESP Program for Uninsured Individuals Service Compensation Rate Payment shall consist of the following amounts:

1. The Contract Year 2021 amount shall be \$6,880,000.
2. The monthly payment shall be \$573,333.33.

C. DMH ESP expansion -- Safety initiatives:

1. The DMH ESP safety initiative payment shall be \$1,403,388 for Contract Year 2021.
2. The monthly payment amount shall be \$116,949.00.

D. DMH Specialty Program Administrative Compensation Rate Payment (pursuant to Section 10.9.A of the Contract)

The DMH Specialty Program Administrative Compensation Rate Payment shall be \$185,000 for Contract Year 2021.

1. Indirect Costs shall not exceed 3.5% of Direct Costs.
2. The total of Direct Costs plus Indirect Costs shall not exceed \$173,545

3. Earnings shall be 6.6% of the total direct and indirect costs.
4. Earnings shall be \$11,455 for Contract Year 2021.
5. The amount of the monthly DMH Specialty Program Administrative Compensation Rate Payment shall be \$15,416.66.

E. DMH Payments for Forensic Services and other Forensic Evaluations (pursuant to Sections 4.6 and 10.9.B of the Contract)

1. The Forensic Evaluations (known as “18(a)”) amount for the Contract Year 2021 shall be \$230,000. EOHHS will issue this amount as one-time payment during the contract period.
2. The Contractor shall return to EOHHS any portion of the DMH Payments for Forensics Services amount that it does not spend on Forensic Evaluations as identified in the annual reconciliation of the Contract Year 2021 within 60 days of the identification of such under spending unless otherwise agreed to by the parties.

F. Massachusetts Child Psychiatric Access Project (pursuant to Section 10.9.A of the Contract)

1. The DMH Payment for MCPAP services for Contract Year 2021 shall be \$3,866,000.
2. The monthly payment for MCPAP services shall be \$314,583.33 except for the month of June 2021.
3. The monthly payment for MCPAP services for the month of June 2021 shall be \$405,583.33.
4. The DMH payment for MCPAP administrative compensation for Contract Year 2021 shall be \$424,000.
 - a. The amount of the monthly DMH MCPAP Program Administrative Compensation Rate Payment shall be \$35,333.33.
 - b. Indirect Costs shall not exceed 3.5% of Direct Costs.
 - c. The total of Direct Costs plus Indirect Costs shall not exceed \$397,749.
 - d. Earnings shall be 6.6% of the total direct and indirect costs.
 - e. Earnings shall be \$26,251 for the Contract Year 2021.
5. The Contractor shall return to EOHHS any portion of the DMH Payment for MCPAP that it does not spend on the MCPAP identified in the annual reconciliation for Contract Year 2021, within 60 days of the identification of such unspent portion unless otherwise agreed to by the parties.

G. DMH Payment for Behavioral Health Urgent Care (BHUC) Program services for individuals impacted by COVID19.

The contractor shall apply any residual funds issued in CY20 to stipulated activities in CY21 through the grant performance period ending on September 29, 2021.

In addition, EOHHS shall provide \$2,223,966 new funding in CY21 towards BHUC services. The new funding will apply to stipulated program activities in CY21 and through the grant performance period ending on May 31, 2022. Of these funds, \$207,677 shall be used by the Contractor for the program administration costs incurred by the Contractor.

Any unspent services funds at the end of the grant performance periods shall be returned to EOHHS for remittance to the grantor unless prior to the expiry date, DMH requests and receives a no cost extension for the grant and such extension is granted by the federal agency providing the grant.

Section 4. Other Non-MassHealth Payments

A. DCF -Mobile Crisis Intervention/Runaway Assistance Program (MCI/RAP) Payment Provisions

Contingent upon receipt of funding from DCF, EOHHS shall pay the Contractor \$5,000 for each of the Contractor's Emergency Services Programs that contract with the Contractor to operate the MCI/RAP in accordance with **Section 4.9** for Contract Year 2021.

B. Autism and Intellectual Disability Crisis Consultation Access Program (AIDCCAP)

For contract Year 2021 EOHHS shall pay the Contractor \$650,000.00 in support of the AIDCCAP program described in section 4.5 of the contract. EOHHS shall determine the disbursement frequency for the CY21 funds. The AIDCCAP program spending shall not exceed the funding amount set forth in this sub-section. Any unspent funds at the end of the Contract period shall carry-over and be applied towards the AIDCCAP activities in subsequent contract periods, if any. EOHHS reserves the right to require reporting on expenditures related to this program.

Exhibit 1: Adjustment to Base Capitation Rates to Account for the Health Insurer Provider Fee (HIPF) under Section 9010 of the ACA

For the HIPF for calendar year 2019, EOHHS shall perform the following retrospective add-on adjustments to the Contract Year 2019 (CY2019) Capitation Rates, as reflected in the Appendix H-1 effective during that period (as incorporated into this Contract through Amendment #5). Such adjustment shall be applied to the period January 1, 2019 – December 31, 2019:

Table 1: Health Insurer Fee Add-on Rate -PCC and TPL

Rating Category	HIPF Adjustment Add on PMPM
Rating Category I Child	\$ 2.52
Rating Category I Adult	\$ 1.21
Rating Category I TPL	\$ 1.13
Rating Category II Child	\$ 11.55
Rating Category II Adult	\$ 4.44
Rating Category II TPL	\$ 4.15
Rating Category IX	\$ 2.51
Rating Category X	\$ 8.35

Table 2: Health Insurer Fee Add-on Rate -Primary Care ACO

Rating Category	HIPF Adjustment Add on PMPM
Rating Category I Child	\$ 1.40
Rating Category I Adult	\$ 1.27
Rating Category II Child	\$ 10.54
Rating Category II Adult	\$ 5.09
Rating Category IX	\$ 2.61
Rating Category X	\$ 10.14

Appendix M

Directed Payments Related to Certain Behavioral Health Services

Exhibit 1: HCBS Temporary Rate Increases by Service

Exhibit 1a Summary of Certain Behavioral Health Rate Increases

Covered Service	Increase	Rate Increase Effective Date	Rate Increase End Date
Children's Behavioral Health Initiative (CBHI)	EOHHS has increased its state plan rates for CBHI services. The Contractor shall pay CBHI providers at or above the MassHealth state plan rate. See Exhibit 1b below.	7/1/2021	12/31/2021

Exhibit 1B Children's Behavioral Health Initiative (CBHI) Rate Increase by Services

The table below details the revised state plan rates for CBHI services (see also 101 CMR 447).

Service Description	Code	Unit	Rate	Add-on	Total
Self-help/peer services, per 15 minutes (parent-caregiver peer-to-peer support service provided by a family partner)	H0038	15 minutes	\$15.96	\$5.11	\$21.07
Crisis intervention service, per 15 minutes (mobile crisis intervention service provided by a paraprofessional)	H2011-HN	15 minutes	\$21.07	\$6.74	\$27.81
Crisis intervention service, per 15 minutes (mobile crisis intervention service provided by a master-level clinician)	H2011-HO	15 minutes	\$31.43	\$10.06	\$41.49
Skills training and development, per 15 minutes (behavior management monitoring provided by a bachelor-level clinician)	H2014-HN	15 minutes	\$13.83	\$4.43	\$18.26
Skills training and development, per 15 minutes (behavior management therapy provided by a master-level clinician)	H2014-HO	15 minutes	\$27.21	\$8.71	\$35.92
Therapeutic behavioral services, per 15 minutes (therapeutic training and support services provided by a bachelor-level clinician)	H2019-HN	15 minutes	\$16.53	\$5.29	\$21.82

Service Description	Code	Unit	Rate	Add-on	Total
Therapeutic behavioral services, each 15 minutes (in-home therapy provided by a master-level clinician)	H2019-HO	15 minutes	\$23.58	\$7.55	\$31.13
Family training and counseling for child development, per 15 minutes (therapeutic mentoring service)	T1027-EP	15 minutes	\$14.23	\$4.55	\$18.78
Behavioral Health Outreach Service (Targeted Case Management) (multi-disciplinary team) that includes family support and training and intensive care coordination per day	H0023-HT	Per Day	\$46.63	\$14.92	\$61.55

Exhibit 2: Summary of Behavioral Health Services Rate Increases by Service

Covered Service*	Increase	Rate Increase Effective Date	Rate Increase End Date
Emergency Service Program (ESP) and Community Crisis Stabilization (CCS)	10%	7/1/21	12/31/21
Outpatient mental health services: <ul style="list-style-type: none"> Couples/Family Treatment Diagnostic Evaluation Dialectical Behavioral Therapy (DBT) Family Consultation Group Treatment Individual Treatment Medication visit Psychological Testing Special Education Psychological Testing Electro-Convulsive Therapy (ECT) Case consultation Collateral Contact 	10%	7/1/21	12/31/21
Community Support Program (CSP) and Intensive Outpatient Program (IOP)	10%	7/1/21	12/31/21
Psych Day Treatment	10%	7/1/21	12/31/21
Partial Hospitalization (PHP)	10%	7/1/21	12/31/21
SUD Clinic Services: <ul style="list-style-type: none"> Ambulatory Withdrawal Management Medication Visit Opioid Treatment Services including counseling services 	10%	7/1/21	12/31/21
Acute Treatment Services (ATS) for Substance Use Disorders and Clinical Support Services for Substance Use Disorders (including Individualized Treatment Services)	10%	7/1/21	12/31/21

Covered Service*	Increase	Rate Increase Effective Date	Rate Increase End Date
Residential Rehabilitation Services for Substance Use Disorders	10%	7/1/21	12/31/21
Structured Outpatient Addiction Program (SOAP)	10%	7/1/21	12/31/21
Recovery Support Navigators (RSN)	10%	7/1/21	12/31/21
Recovery Coaching	10%	7/1/21	12/31/21
Acupuncture Treatment	10%	7/1/21	12/31/21
Community-Based Acute Treatment for Children and Adolescents (CBAT) (including Intensive Community-Based Acute Treatment for Children and Adolescents (ICBAT))	10%	7/1/21	12/31/21
Transitional Care Unit (TCU)	10%	7/1/21	12/31/21
Applied Behavioral Analysis for members under 21 years of age (ABA Services)	10%	7/1/21	12/31/21
Program of Assertive Community Treatment (PACT)	10%	7/1/21	12/31/21
Intensive Early Behavioral Intervention	10%	10/1/21	12/31/21

*Such covered services include the services set forth in **Appendix L** except as set forth below as well as the following services:

CBAT – Community Based Acute Treatment (Rev Code 1001), ICBAT – Intensive Community Based Acute Treatment (Rev Code 1001), TCU – Transitional Care Unit (Rev codes 0100, 0114, 0124, 0134, 0144, 0154), ABA – Applied Behavior Analysis (H2012, H0032, H0031, H2019, 97156, ITS (H2036), IOP – Intensive Outpatient Psychiatric (Rev Code 0905, 0906 CPT 90834), Early Intervention (96153, 96164, 96165, H2015, T1015, T1027, T1023, T1024), PACT – Program of Assertive Community Treatment (H0040, ATS H0011 or rev code 1002 for MBHP), RSS and COE RRS (H0019 or H0019-HH), CSS (H0010 or rev code 907 for MBHP), CSP-SIF – Community Support Program - Social Innovation Financing for Chronic Homelessness Program (H2016 SE), CSP-CHI – Community Support Program for Chronically Homeless Individuals (H2016 HK)

Such covered services do not include the following services set forth in **Appendix L**:

Certain Consult codes and E&M codes (99231, 99232, 99233, 99251, 99252, 99253, 99254, 99255, 99281, 99282, 99283, 99284, 99285), Specialing (T1004), ASAP (H2028), SUD medication (J0571, J0572, J0573, J2315, J3490)