COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: Massachusetts Behavioral Health Partnership (and d/b/a):	**COMMONWEALTH DEPARTMENT NAME**: Exec. Off. of Health and Human Services **MMARS Department Code**: EHS
Legal Address: (W-9, W-4,T&C): 1000 Washington St., Ste. 310, Boston, MA 02118-5002	**Business Mailing Address**: One Ashburton Place, 11th Floor, Boston, MA, 02108
Contract Manager: Carol Kress	**Billing Address** (if different): 600 Washington Street, Boston, MA 02111
E-Mail: Carol.kress@valueoptions.com	**Contract Manager**: Stephanie J. Brown
Phone: 617-790-4144 Fax:	**E-Mail**: Stephanie.J.Brown@state.ma.us
Contractor Vendor Code: VC6000182737	**Phone**:617-573-1759 Fax:
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 **RFR/Procurement or Other ID Number**:11LCEHSPCCPLANBHPMSSRFR

___ **NEW CONTRACT**	_X_ **CONTRACT AMENDMENT**
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) __ **Statewide Contract** (OSD or an OSD-designated Department) __ **Collective Purchase** (Attach OSD approval, scope, budget) __ **Department Procurement** (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) __ **Emergency Contract** (Attach justification for emergency, scope, budget) __ **Contract Employee** (Attach Employment Status Form, scope, budget) __ **Legislative/Legal or Other**: (Attach authorizing language/justification, scope and budget)	Enter **Current Contract End Date *Prior*** to Amendment: 12/31/2019 . Enter **Amendment Amount**: $ No Change. (or "no change") **AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)** x **Amendment to Scope or Budget** (Attach updated scope and budget) __ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget) __ **Contract Employee** (Attach any updates to scope or budget) __ **Legislative/Legal or Other:** (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

_x_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

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.

x **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.)

__ **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: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ 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. Attached all supporting documentation and justifications.)

Amendment #5 is for the purpose of making programmatic changes and enacting financial provisions for calendar year 2019.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

__ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred **prior** to the Effective Date.

__ 2. may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and no obligations have been incurred **prior** to the Effective Date.

_x_ 3. were incurred as of 1/1/2019, 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 **12/31/2019**, 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 makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, 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:	**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**
X: _____. Date: 1/3/2019	X: _____. Date: 1/10/19 .
(Signature and Date Must Be Handwritten At Time of Signature)	(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Carol Kress	Print Name: Daniel Tsai
Print Title: Vice President, Client Partnerships, MBHP	Print Title: Assistant Secretary for MassHealth

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS **Vendor Code** assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or

regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Oppurtunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the

Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth **Information Technology Division's Security Policies**. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

AMENDMENT #5

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, 2019, 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); 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:

SECTION 1. DEFINITIONS AND ACRONYMS

1. **Section 1.1** is hereby amended by alphabetically inserting the following definitions:-

   Ombudsman — a neutral entity that has been contracted by MassHealth to assist Covered Individuals (including their families, caregivers, representatives and/or advocates) with information, issues, or concerns."

   Section 1.2. is hereby amended by alphabetically inserting "MAT – Medication for Addiction Treatment"

SECTION 2. GENERAL ADMININISTRATIVE REQUIREMENTS

2. **Section 2.2.F.1.a.** is hereby amended by inserting at the end therein the following:-

   "10) The Contractor's Ombudsman Liaison, who shall liaise with EOHHS' Ombudsman to resolve issues raised by Covered Individuals."

3. **Section 2.3.F.** is hereby amended by deleting the citation "**42 CFR 438.3(g)(2)**" and replacing it with "**42 CFR 438.3(g)**".

SECTION 3. BEHAVIORAL HEALTH NETWORK RESPONSIBILITIES

4. **Section 3.1.B.17.a** is hereby amended by deleting it in its entirety and replacing it with the following:

   "Payments to Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs) for services to Covered Individuals are greater than or equal to the payment amounts described in 42 USC § 1396a(bb). In order to comply with this requirement, the Contractor shall pay FQHCs and RHCs at least the amount MassHealth would pay for such services on a fee-for-service basis as specified in 101 CMR 304.04, *et seq.*, excluding any supplemental rate paid by MassHealth to FQHCs or RHCs."

5. **Section 3.1.B.17** is hereby amended by renumbering Section 3.1.B.17.b as 3.1.B.17.c and adding the following new Section 3.1.B.17.b:

   "For all allowable individual mental health visits (as defined in 101 CMR 304.02) furnished at FQHCs and RHCs, the Contractor shall use the Health Care Common Procedure Code (HCPC), G0469 and G0470 for new and established patients respectively, specified in 101 CMR 304.00, *et seq.*, and shall use no alternative codes for the same or similar services."

6. **Section 3.5.E.10.** is hereby amended by deleting the term "de-identified".

7. **Section 3.6** is hereby amended by deleting it in its entirety and replacing it with the following:-

   "Section 3.6 Special Service Initiatives

A. During the term of the Contract, the Contractor shall propose for EOHHS's review and approval special new services and programs for Covered Individuals for which the Contractor may need to adapt its Provider Network. The Contractor shall perform a cost-benefit analysis for any new service it proposes to develop, as directed by EOHHS, including whether the proposed services would have an impact on Base PMPM Capitation Rates or the Administrative Component of the MassHealth Capitation Payment. The Contractor shall implement new special services and programs as approved by EOHHS.

B. As directed by EOHHS, the Contractor shall participate in the development and implementation of structural reforms to the clinical design and delivery of clinic-based outpatient behavioral health and ESP services with the goals of achieving integrated care for mental health and addiction, open access to urgent care inclusive of prescribing, and improved community-based crisis response. Activities to be performed by the Contractor at the direction of EOHHS shall include, but not be limited to:

1. Stakeholder engagement activities;

2. Request for information from providers;

3. Revision of provider performance specifications; and

4. Provider contracting and/or procurement related activities."

8. **Section 3.7.D.** is hereby amended by adding a new Section 3.7.D.8:

"8. The Contractor shall require, and develop a mechanism to enable, its Network Providers to:

a. Report to the Contractor when it has received an overpayment;

b. Return the overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified; and

c. Notify the Contractor in writing of the reason for the overpayment;"

9. **Section 3.7.H.3.r** is hereby amended by deleting it in its entirety and replacing it with the following:-

"Electronically report quarterly to EOHHS, in a form and format specified by EOHHS, on the Contractor's recoveries of overpayments in accordance with **42 CFR 438.608(d)(2).**"

10. **Section 3.7.H.3.** is hereby amended by adding at the end therein the following:

"s. If the Contractor identifies an overpayment prior to EOHHS:

1) The Contractor shall recover the overpayment and may retain any overpayments collected.

2) The Contractor shall report the date of identification and collection, if any, quarterly on the Fraud and Abuse report.

3) In the event no action toward collection of overpayments is taken by the Contractor one hundred and eighty (180) days after identification, EOHHS may begin collection activity and shall retain any overpayments collected.

t. If EOHHS identifies an overpayment prior to the Contractor, EOHHS may explore options up to and including recovering the overpayment from the Contractor."

SECTION 4. CLINICAL SERVICE AND UTILZATION MANAGEMENT

11. **Section 4.4.** is hereby amended by deleting it in its entirety and replacing it with the following:-

"**A. Overview**

The MassHealth Pharmacy Program is the Pharmacy Benefit Manager (PBM) for the PCC Plan Enrollees and other Covered Individuals served under this Contract.

The Contractor shall:

1. Support the initiatives of the MassHealth Pharmacy Program, as directed by EOHHS;

2. Establish and maintain the capability to receive and analyze Claims data received from the EOHHS Data Warehouse for all Covered Services, including pharmacy utilization data for all Covered Individuals;

3. Establish and maintain the capacity for the Contractor's pharmacy director to create and submit reports regarding Provider prescribing patterns, and Covered Individuals' pharmacy claims and utilization pattern;

4. Facilitate the provision of the care management to Enrollees eligible to participate in the Contractor's Care Management Program, as well as care coordination for other Covered Individuals such as the children in the care and custody of the Commonwealth, as follows:

a. Assist Covered Individuals' care managers or care coordinators in finding and implementing ways to improve adherence to prescribed medication regimens;

b. Establish a process to ensure that the Contractor determines the need for care management or care coordination for those

individuals who are referred to the Contractor by the MassHealth Drug Utilization Review (DUR) and Pharmacy Program. If the Contractor is unable to reach a Covered Individual, or the Covered Individual declines to participate, the Contractor shall follow up with the Covered Individual's PCC or prescriber to ensure coordinated care; and

c. Provide reports on a case-by-case, ad hoc, non-production basis (i.e. reports manually produced by Contractor's pharmacy director) for the Contractor's care managers. The Contractor shall use these reports for care management and reconciliation activities, including but not limited to providing current information on pharmacy utilization to the Contractor's care manager or care coordinator and, upon request, to the Covered Individual's Network Providers;

5. The Contractor's pharmacy director shall submit as part of **Appendix E-1** the **Pharmacy Quarterly Activities Report** to MassHealth on the pharmacy-related activities the Contractor has performed in support of this Contract. This report shall include but not be limited to the following categories of activities:

   a. Referral to the Contractor's care managers and care coordinators

      1) A summary showing the types of interactions the pharmacist had with the Contractor's care managers and care coordinators; and

      2) A summary report of the number of Covered Individuals in each Pharmacy Program initiative that DUR or Office of Clinical Affairs (OCA) staff have referred to the Contractor's Care Management Program and the results of the referral; and

   b. Educational support to:

      1) The Contractor's care management programs;

      2) Primary Care ACOs, as directed by EOHHS;

      3) Network Providers and PCCs;

      4) Pediatric Behavioral Health Medication Initiative (PBHMI);

      5) Controlled Substance Management Program; and

      6) Any other initiatives currently being worked on.

6. Ensure that sufficient pharmacy and/or clinical staff with an understanding of medications(s) as it relates to the project are available to fulfill the pharmacy requirements of the Contract by:

    a. Employing a Director of Pharmacy and Data Support staff. Each position shall be staffed at least one full-time equivalent (FTE);

    b. Providing to EOHHS for approval a staffing plan prior to the beginning of each Contract Year,

    c. Including clinical and data analysis that ensures the clinical integrity of the pharmacy deliverables; and

    d. Ensuring that the Contractor's Director of Pharmacy has access to pharmacy data through EOHHS' Pharmacy Online Processing System (POPS) and the POPS data query tool known as "Business Object" to support pharmacy-related deliverables. If the Contractor supplies a level of clinical oversight for the use of the data that is approved by EOHHS, EOHHS may consider granting additional Contractor staff access to this tool on a case-by-case basis.

7. Coordinate pharmacy support activities, as directed by EOHHS with DMH, and EOHHS's DUR and POPS vendors.

8. For the purposes of this section the Contractor shall provide Covered Individual-level information described herein only to Providers who have a record of treating the Covered Individual, or otherwise as directed by EOHHS and consistent with all applicable laws and regulations.

B. Pharmacy Initiatives

The Contractor shall support and collaborate with EOHHS on pharmacy activities and efforts, including but not limited to:

1. Using Covered Individuals' drug utilization data obtained from EOHHS to inform and guide prescribing activity. As part of this effort, the Contractor shall work to improve collaboration by prescribers, thereby reducing conflicting or duplicate prescribing.

2. Providing reports on the patterns of prescription utilization by Covered Individuals, to PCCs, prescribers and Primary Care ACOs, for the purpose of care management, in an effort to increase collaboration across Providers and reduce inappropriate prescribing patterns.

3. Managing the prescribing of psychoactive medication to Covered Individuals under age 18, including:

a. Ensuring that the Contractor's Director of Pharmacy or designated pharmacist participates in weekly meetings of the Pediatric Behavioral Health Medication Initiative's Therapeutic Class Management Workgroup; and

b. Using criteria developed in collaboration with and agreed to by EOHHS, identifying Covered Individuals under the age of 18 on antipsychotic medication who need metabolic monitoring (diabetes and lipid screening test) and notifying both the Covered Individual's prescribing clinician and the PCC, and as further directed EOHHS, the Covered Individual's Primary Care ACO, in a form and format and at a frequency specified by EOHHS.

4. Managing potential misuse or abuse of controlled substances by prescribers and Covered Individuals including:

a. Collaborating with and assisting EOHHS in the management of the MassHealth Controlled Substance Management Program (CSMP), a program that limits a Covered Individual to using one pharmacy to dispense his/her controlled substances. The Contractor's responsibilities shall include the following:

1) Implement new enrollment criteria for CSMP enrollment approved by EOHHS. This includes, but is not limited to updating letters as needed to accommodate this change, including but not limited to creating letters to apply to Covered Individuals in the Primary Care ACOs;

2) Every six months, identify a cohort of Covered Individuals in the PCC Plan and Primary Care ACOs meeting EOHHS criteria for CSMP through the following process:

a) Analyze the pharmacy data to determine a list of potential Covered Individuals that meet criteria for pharmacy lock-in; and

b) Ensure that a clinician reviews the list to eliminate those Covered Individuals who appear to have a medically necessary reason(s) for their controlled substance use and produce final list of Covered Individuals to be included in the CSMP program;

3) Supply information to MassHealth Pharmacy Program and DUR Program as directed by EOHHS to assist in the enrollment into and disenrollment of Covered Individuals from the program;

4) Send Covered Individuals identified in **Section 4.4.B.4.a.2** letters as approved by EOHHS;

5) Inform methadone providers when the Covered Individuals they treat also participate in CSMP;

6) Inform the appropriate care managers about Covered Individuals in CSMP;

7) Send the Covered Individual's PCP or PCC a letter approved by EOHHS if his or her patient is enrolled in CSMP and not using behavioral health or care management services according to criteria set by EOHHS;

8) Review MMIS quarterly for any CSMP-enrolled Covered Individual who has changed his or her PCP or PCC and notify the new PCP or PCC that the Covered Individual is enrolled in CSMP. Such notification shall be by means of an EOHHS approved update letter;

9) Identify Covered Individuals for disenrollment from the CSMP by EOHHS based on not meeting the criteria for enrollment during the past 12-month review of controlled substance utilization;

10) Send the names, addresses, Member ID and PCPs or PCCs of each Covered Individual to be released from pharmacy lock-in to the DUR;

11) Send out a discharge letter approved by EOHHS to the Covered Individual's PCP or PCC upon disenrollment of Covered Individual from CMSP;

12) Identify and engage Covered Individuals enrolled in CSMP who might need Behavioral Health services and medical care and help them access such services;

13) Produce a quarterly report that lists Enrollees and Covered Individuals enrolled in Primary Care ACOs locked-into CVS and Walgreens pharmacies;

14) Develop a referral process for clinicians, pharmacies and others to refer a Covered Individual to the CSMP program for review; and

15) Provide education materials, approved by EOHHS, to Covered Individuals enrolled in the CSMP.

b. As further specified by EOHHS, participating in planning efforts with EOHHS about a prescriber "lock-in" program and, as determined by and as further specified by EOHHS, establish and maintain such program.

c. Sending targeted mailings to prescribers as agreed to by EOHHS.

5. Supporting EOHHS pharmacy initiatives by promoting and communicating the adoption of MassHealth clinical policy recommendations to PCC Plan Providers, Network Providers and Primary Care ACOs as applicable.

6. Proposing additional pharmacy interventions focused on Covered Individuals. Such interventions shall include, at a minimum:

a. Identifying and mitigating duplication of, or conflict with, other pharmacy interventions by EOHHS or its contractors;

b. Educating PCC Plan Providers and Network Providers on pharmaceuticals used for BH conditions, through PCC Plan Management Support Services (MSS) site visits, Network Providers site visits, or other methods, including publications; and

c. Educating PCC Plan Providers and Network Providers regarding the need to coordinate and manage prescribed medication use for BH and medical conditions through an alert, brochure and/or newsletter.

7. Working in collaboration with EOHHS to develop a program to identify prescribers serving Covered Individuals who are currently in the acute stage of opioid therapy and at risk for continued opioid utilization and to develop an early intervention strategy to be used with the identified prescribers; and

8. Implementing other pharmacy interventions as approved by EOHHS in accordance with the time frames specified by EOHHS.

C. **Work Group Participation**

The Contractor shall assign its Director of Pharmacy to participate in all appropriate pharmacy work groups as determined necessary by EOHHS, including but not limited to:

1. The DUR Board as well as open DUR workgroups and committees;

2. The DMH drug advisory committee (known as the Psychopharmacology Experts Work Group);

3. The Department of Children and Families Psychopharmacology Steering Committee;

4. The Pediatric Behavioral Health Medication Initiative's Therapeutic Class Management Workgroup;

5. The High Dose Opioid Therapeutic Class Management Workgroup; and

6. Participation in any EOHHS pharmacy strategic planning process as requested or directed by EOHHS."

12. **Section 4.5** is hereby amended by adding at the end therein the following:-

"M. Enhance the capacity of MCPAP for Moms to provide consultation on substance use disorders to providers who serve patients with SUD. Specifically, the Contractor shall:

1. Develop a toolkit for providers on screening and treatment of pregnant and postpartum women with SUD by the third quarter of state fiscal year 2019;

2. During the Contract Year, conduct at a minimum 12 statewide trainings (e.g., webinar, grand rounds, etc.) specific to SUD with obstetric and substance use treatment providers working with pregnant and postpartum women and partner with the Department of Public Health Bureau of Substance Addiction Services to ensure coordination of training activities; and

3. Hire a part time psychiatrist with expertise in treating pregnant and postpartum women with SUD and a full time resource and referral specialist with expertise in navigating the SUD service delivery system for the program."

13. **Section 4.5.B.** is hereby amended by striking "mental" and inserting in lieu therein, "behavioral".

14. **Section 4.5.C.** is hereby amended by inserting after "Maintain MCPAP" the following "and MCPAP for Moms".

15. **Section 4.5.E.**is hereby amended by striking it in its entirety and inserting in lieu therein the following:-

"E. Partner with DMH on a quality improvement project to determine the underlying causes of the significant changes in MCPAP utilization between FY16 and FY17 and identify potential areas for quality improvement. The Contractor shall provide data from its encounter and practice databases to DMH as requested."

16. **Section 4.5.F.3.** is hereby amended by striking at the end therein the following:-

"and".

17. **Section 4.5.F.4.** is hereby amended by striking "." and adding at the end therein the following:-

    "; and".

18. **Section 4.5.F.** is amended by adding at the end therein the following:-

    "5. Timely reports that have up to date information for quality improvement. This includes both routine monthly, quarterly, and annual reports as well as ad hoc reports which respond to a targeted need as requested by DMH".

19. **Section 4.5.G.** is hereby amended by deleting it in its entirety and replacing it with the following:-

    "G. Contract with a sufficient number of MCPAP Teams to ensure continuous access for PCPs between 9:00 a.m. to 5:00 p.m., Monday through Friday (excluding holidays) including the following:

        1. Immediate advice within 30 minutes of the contact or within the time requested by the PCP. Ninety-five percent (95%) of all calls to MCPAP and MCPAP for Moms should be responded to within this time frame.

        2. Information requested through a resource and referral inquiry to MCPAP and MCPAP for Moms is provided to the provider or family/patient within three business days of the initial request. Ninety-five percent (95%) of these requests should be completed within three business days of the initial request. The Contractor shall report to DMH and EOHHS on the rate in which it meets this requirement in a format agreed to by DMH.

        3. Schedule a patient face to face assessment with a MCPAP Team psychiatrist within 10 business days of the referral date or scheduled a face to face assessment with a MCPAP behavioral health clinician within 5 business days of the referral date. To assess these standards for timely face to face assessments, on a monthly basis, the Contractor shall contact the MCPAP and MCPAP for Mom teams to receive the prospective wait time for the first available and second available appointment dates from the date of the Contractor's contact with the Team.

        4. Submit to DMH and implement a quality improvement plan(s) that describes root causes for deficiencies and identifies action steps to address them by the 30th of the month following the quarter if either of the following occurs:

            a. If response time for a MCPAP Team and for MCPAP for Moms is lower than 95% consistently for a quarter;

b. If the three day resource and referral completion rate for a MCPAP Team and for MCPAP for Moms is lower than 95% consistently for a quarter."

20. **Section 4.5.H.4.** is hereby amended by striking "communicate with" and replace it with "survey".

21. **Section 4.5.H.8.** is hereby amended by deleting it in its entirety and replacing it with the following:-

"8. Conduct practice visits to re-orient providers to MCPAP, as well as provide practice-based education and training on managing behavioral health in primary care."

22. **Section 4.5.I.** is hereby amended by striking it in its entirety and replace it with the following:-

"I. Submit MCPAP and MCPAP for Moms monthly, quarterly, and annual aggregate progress reports to EOHHS and DMH identified in and according to the reporting schedule in **Appendix E-1."**

23. **Section 4.7.** is hereby amended by deleting it in its entirety and replacing it with the following:

"**Section 4.7 Medication for Addiction Treatment (MAT) Access and Pain Management Support**

Beginning January 1, 2019, the Contractor shall develop a network of MAT expert prescribers and pain management specialists to support primary care providers as follows:

A. The Contractor shall develop a virtual consult (phone or video) system to link primary care providers requesting consult with MAT experts and pain management specialists for support or consultation.

B. The Contractor shall maintain a central help desk to connect primary care providers to such experts and specialists.

C. The MAT experts identified by the Contractor shall provide consultation on MAT including, but not limited to:

1. MAT initiation;

2. MAT management (e.g.. titration for existing patients);

3. Dosing;

4. Appropriate prescribing for patients on more than one medication;

5. Prescribing guidance for vulnerable populations with increased risk of diversion; and

6. Support for clinical presentation of complex cases for MAT medication.

D. The pain management specialists identified by the Contractor shall provide consultations on pain management, including but not limited to:

1. Pain management prescribing (e.g., initial prescription, weaning patient off of or changing prescription);

2. Dosing;

3. Appropriate prescribing for patients on more than one medication;

4. Prescribing guidance for vulnerable populations with increased risk of diversion; and

5. Support clinical presentation of complex cases for pain management."

24. **Section 4.13.A.** is hereby amended by deleting "On or after October 1, 2017" and replacing it with "Effective January 1, 2019".

25. **Section 4.13.B.** is hereby amended by deleting it in its entirety and replacing it with the following -

"B. The Contractor shall pay providers of Applied Behavioral Analysis (ABA Services) no less than the rate specified by EOHHS, unless otherwise directed by EOHHS, and shall use procedure codes as directed by EOHHS to provide payment for such services."

26. **Section 4.13.** is hereby amended by adding at the end therein the following:-

"E. Effective January 1, 2019, the Contractor shall pay Providers of Residential Rehabilitation Services for Substance Use Disorder (Level 3.1) no less than the rate specified by EOHHS unless otherwise directed by EOHHS.

F. Effective January 1, 2019, the Contractor shall pay Providers of Recovery Coach Services no less than the rate specified by EOHHS unless otherwise directed by EOHHS.

G. Effective January 1, 2019, the Contractor shall pay Providers of Recovery Support Navigator Services no less than the rate specified by EOHHS unless other directed by EOHHS."

27. **Sections 4.14** and **4.15** are hereby amended by renumbering them **4.15** and **4.16** respectively.

28. **Section 4** is hereby amended by inserting a new Section 4.14:

"**Section 4.14 Behavioral Health Quality Incentive Payment**

The Contractor shall:

1. For each Contract Year, collect the following information, in a form and format and at times specified by EOHHS, from all non-federal, non-state public hospitals in the Contractor's Network:

    a. At the time of the midpoint evaluation specified by EOHHS:

        1) Progress on certain behavioral health quality measures and related performance goals specified by EOHHS; and

        2) Additional information as specified by EOHHS.

    b. At the time of the year end evaluation specified by EOHHS:

        1) Performance information on certain behavioral health quality measures specified by EOHHS; and

        2) Additional information as specified by EOHHS.

2. Submit to EOHHS, at a time and in a manner specified by EOHHS:

    a. The information the Contractor collected in accordance with **Section 4.14.A.1** above; and

    b. A certification notifying EOHHS that, to the Contractor's knowledge, such information is accurate and complete.

3. In return for such non-federal, non-state public hospitals in the Contractor's Network providing the Contractor with accurate and complete information specified above, make value-based payments at a frequency specified by EOHHS, pursuant to 42 CFR 438.6(c) and as specified by EOHHS, to such non-federal, non-state public hospitals. The Contractor shall make such payments to such Providers within 3 business days of receiving payment from EOHHS."

SECTION 5. PCC PLAN MANAGEMENT SUPPORT SERVICES

29. **Section 5.2.A.10** is hereby amended by striking it in its entirety and replacing it with the following:-

"10. The Contractor shall support the ACO programs as directed by MassHealth. These areas of support may include but are not limited to:

a. Maintaining and implementing protocols for handling PCC inquiries, requests and concerns received by the Contractor regarding the ACOs: and

b. Collaboratively working with current PCC sites, who may be joining an ACO in the future, to assist with coordination and transition of care."

30. **Section 5.2.C.1** is hereby amended by deleting it in its entirety and replacing it with the following:-

"1. PMSS Introduction Visit to new or returning PCCs

The Contractor shall:

a. Conduct an introduction visit with each PCC new to participation in or returning to the PCC Plan, regardless of the PCC's enrollment roster/panel size;

b. Ensure that the PMSS introduction visit includes:

1) An introduction to the Contractor and a description of the Contractor's role and the PMMSS program;

2) A discussion regarding the PCC's current priorities and engagement with MassHealth Covered Individuals and health plans;

3) A discussion of the current EOHHS and PCC Plan goals and policies;

4) A description of available Contractor programs, including but not limited to Care Management (ICMP and PBCM) and ESP;

5) A description of materials that are used in the PMSS program;

6) The PCC's Support Manager's name, telephone number, and e-mail address; and

7) A description of any additional reports and and/or information as directed by EOHHS."

31. **Section 5.2.C.2.a** is hereby amended by deleting "The" at the beginning of the provision and inserting in place thereof the following:- "Within 30 days of the start of the Contract Year, the"

32. **Section 5.2.C.2.h.** is hereby amended by striking it in its entirety.

33. **Section 5.2.C.2.(i-k)** is renumbered as **Section 5.2.C.2.(j-l).**

34. **Section 5.2.D** is hereby amended by adding at the end therein the following:-

"3. Reports for PCCs

The Contractor shall:

a. Develop and distribute reports to the PCCs at a frequency approved by EOHHS in content areas, including but not limited to the following Enrollees identified as High Risk as defined by EOHHS and their:

1) Enrollment in the Care Management Program;

2) Emergency department utilization; and

3) The Top Five Outpatient Behavioral Health Report that identifies the top five behavioral health providers of outpatient services used by PCC Plan Enrollees in a PCC panel;

b. Maintain a secure transmittal process for such reports to each PCC and PCC Service Location."

SECTION 6. INTEGRATION OF CARE

35. **Section 6.1.B.3.b** is hereby amended by adding before "obtain" the following:- "For Enrollees and Covered Individuals in the Care and Custody of the Commonwealth,".

36. **Section 6.1.B.11.c** is hereby amended by striking "Nurse Advice Line,".

37. **Section 6.1.B.13** is hereby amended by striking the following language:- "PCC Hotline,".

38. **Section 6.1.B.14** is hereby amended by adding at the end therein the following language:-

"As directed by EOHHS, content may include specific training for Primary Care ACOs."

39. **Section 6.1.B.15** is hereby amended by inserting after "faced by Providers." the following language:- "EOHHS will determine focus areas based on needs identified by Clinical Advisory Committee (CAC), Payment and Care Delivery Innovation team (PCDI), and other stakeholders at EOHHS discretion."

40. **Section 6.2.A.1.** is hereby amended by deleting it in its entirety and replacing it with the following:-

"1. Practice Based Care Management

The Contractor shall:

a. Expand the Practice Based Care Management Program (PBCM) in all regions to PCCs and BH Providers serving Enrollees. Expanding PBCM includes providing technical assistance on topics such as approaches to population health management for the high risk/complex Enrollees and strategies to engage Enrollees into care management, as well as support for the provision of care management as needed by the participating practice; and

b. Monitor each practice's compliance with the PBCM contract."

41. **Section 6.2.A.2** is hereby amended by striking it in its entirety.

42. **Section 6.2.A.3** is renumbered as **Section 6.2.A.2**.

43. **Section 6.2.C.1** is hereby amended by deleting it in its entirety and replacing it with the following:

"1. The Contractor shall submit to EOHHS a work plan for the Contract Year, including timelines, for providing ongoing support for PBCM programs and providing integrated care management for Enrollees served in ICMP. The work plan shall include the supports offered by the Contractor's care management staff related to care management activities provided by PBCMs."

44. **Section 6.2.C.7.** is hereby amended by adding at the end therein the following language:-

"The evaluation shall include data to demonstrate the performance of the current ICMP electronic system and details of improvements that will be pursued."

45. **Section 6.2.D.3.** is hereby amended by adding at the beginning therein the following:- "The".

46. **Section 6.2.F.6** is hereby amended by adding at the end therein the following:-

"Such plan shall:

a. Be signed or otherwise approved by the Participant. The Contractor shall establish and maintain policies and procedures to ensure a Participant can sign or otherwise convey approval of his or her ICP when it is developed or subsequently modified. Such policies and procedures shall include:

1) Informing a Participant of his or her right to approve the ICP;

2) Providing the Participant with a copy of the ICP;

3) Providing mechanisms for the Participants to sign or otherwise convey approval of the ICP. Such mechanisms shall meet the Participants accessibility needs;

4) Informing the Participant of his or her right to an appeal for any Adverse Action related to services included in the ICP; and

5) Informing the Participant of the availability of Ombudsman services; and"

47. **Section 6.2.G.2** is hereby amended by striking the word "Pilot". It is further amended by adding after "ACO" the phrase "or MCO".

48. **Section 6.2.G.3** is hereby amended by adding after the phrase "shall ensure", the following:- "via record review that".

49. **Section 6.2.I.** is hereby deleted by deleting it in its entirety and replacing it with the following:-

"I. ACO and Community Partner (CP) Transition Preparations

1. During Contract Year 2019, the Contractor shall partner with EOHHS to develop and execute a transition plan for MBHP members including but not limited to ICMP and PBCM Enrollees who are identified by EOHHS for future enrollment in an ACO or Community Partners. This plan shall include but not be limited to, Enrollee-specific transitional "handoff" meetings between MBHP (including ICMP/PBCM members) and ACOs or CPs.

2. The Contractor shall:

a. Not provide PBCM or ICMP services to Enrollees who are enrolled in a Community Partner program; and

b. Establish processes and procedures to meet the requirements of **Section 6.2.I.2.a**."

SECTION 7. MEMBER AND PROVIDER SERVICES

50. **Section 7.1.B.1.d** is hereby amended by deleting "and" and inserting after Section 7.1.B.1.e the following:-

"; and

f. Information about the availability of and access to Ombudsman's services."

51. **Section 7.1.C.1** is hereby deleting it in its entirety and replacing it with the following:-

"Develop, implement, and maintain, procedures for completing an initial Health Needs Assessment (HNA), within 90 days after a Covered Individual's Effective Date of Enrollment, for each new Covered Individual whose enrollment occurs after the Service Start Date but who has not been enrolled with the Contractor in the past six months. The

Contractor shall make at least two subsequent telephonic attempts to conduct an initial HNA if the initial attempt to contact the Covered Individual is unsuccessful. At the request of EOHHS the Contractor shall share the rate of successfully completed HNAs for Covered Individuals within 90 days of enrollment. For any Covered Individual enrolled in a Primary Care ACO, the Contractor shall share the results of any HNA with the Covered Individual's Primary Care ACO and obtain the results of any care needs screening conducted by the Covered Individual's Primary Care ACO to prevent duplication of those activities."

52. **Section 7.1.E.** is hereby amended by adding after **Section 7.1.E.4** the following:-

"5. Track volume and resolution by status as an Enrollee versus other Covered Individual."

53. **Section 7.1.E.** is further amended by renumbering **Section 7.1.E.(5-9)** as **Section 7.1.E.(6-10).**

54. **Section 7.1.G.4.i.** is hereby amended by deleting "and" and inserting after **Section 7.1.G.4.j.** the following:-

"; and

k. As directed by EOHHS, links to Primary Care ACOs, Community Partners, and other related websites."

55. **Section 7.2.A.11.a.9.c.** is hereby amended by inserting word "toll-free" after "Contractor's".

56. **Section 7.2.A.11.** is hereby amended by adding the following at the end:

"c. The Contractor shall give Covered Individuals notice of any significant change in the information set forth in Section 7.2.A.11.a, as determined by EOHHS, at least 30 days before the intended effective date of the change."

57. **Section 7.2.B.2.d.** is hereby amended by deleting "At EOHHS discretion, provide" and inserting in place thereof "Provide".

58. **Section 7.3.A.2.** is hereby amended by striking at the end therein the following:-

"and".

59. **Section 7.3.A.3.** is hereby amended by adding at the end therein the following:-

"and".

60. **Section 7.3.A.** is hereby amended by inserting at the end therein the following:

"4. Maintain an email address which can be used by Network Providers who need general assistance with the Contractor's policies or with claims and billing inquiries and issues."

61. **Section 7.4.A.** is hereby amended by deleting it in its entirety and replacing it with the following:-

"**A. General Requirements**

The Contractor shall:

1. By January 31, 2019, phase out the PCC Plan Hotline and transfer any remaining calls to the MassHealth Customer Service Center.

2. Ensure that the Contractor's toll-free telephone number (see **Section 2.1.A.2**) has a menu option for PCC provider support services so that the Contractor's toll-free number can be used by PCCs and other PCC Plan providers who need general assistance regard PCC Plan operations and PCC QM issues as outlined in **Section 5** and **Section 8**; and

3. Refer callers to other resources, such as EOHHS or EOHHS' other contractors, as appropriate and in accordance with **Appendix C-9**."

62. **Section 7.4.B.1** is hereby amended by striking "PCC Hotline, the PCC Quarterly", and in lieu therein, replacing it with "the Provider Connection newsletter".

63. **Section 7.4.B.2.** is hereby amended by striking it in its entirety and inserting in lieu of the following language:-

"2. Handle PCCs' and other PCC Plan providers' concerns as they relate to the responsibilities under MSS, Care Management, the PCC Plan Provider Connection and any other PCC Provider Contract issue, directing other PCC issues such as inquires related to MassHealth Claims payment to EOHHS' Customer Services vendor in accordance with **Appendix C-9."**

64. **Section 7.5.A** is renamed **"Provider Connection Newsletter"**.

65. **Section 7.5.A.** is hereby amended by adding at the end therein the following:-

"7. The Contractor shall track Provider Connection reader engagement, including email open rate, link clicks, and other metrics determined by EOHHS."

66. **Section 7.5.A.1** is hereby amended by deleting it in its entirety and replacing it with the following:-

"1. On a semi-annual basis, create, produce and electronically transmit to each Network Provider and PCC a PCC Plan newsletter to be entitled "Provider Connection," similar to the sample in

http://myemail.constantcontact.com/MassHealth-PCC-Plan--Spring-Summer-2017-Provider-Connection-newsletter.html?soid=1119840455353&aid=8AjW-6VxQn0. Each issue shall include relevant information on Contractor efforts to enhance the integration between medical and Behavioral Health care and the opportunities for support of PCCs and other Providers in the care of Enrollees who have complex medical and/or Behavioral Health care needs through the Care Management Program. EOHHS reserves the right to modify the name, format or content of this newsletter at any time."

67. **Section 7.5.A.3** is hereby amended by deleting "PCC Plan Quarterly" and inserting "Provider Connection" in lieu therein.

68. **Section 7.5.A.6** is hereby amended by deleting it in entirety and replacing it with the following:- "Distribute the "Provider Connection" newsletter with EOHHS approval."

69. **Section 7.5.C** is hereby amended by deleting "a semiannual" and inserting "an annual and ad hoc" in lieu therein.".

70. **Section 7.6.** is hereby amended by adding at the end therein the following:-

"F. Ombudsman

1. In addition to other obligations set forth in this Contract related to Ombudsman Services, support Covered Individual access to, and work with, the Ombudsman to address Covered Individual and Potential Covered Individual requests for information, issues, or concerns related to services provided by the Contractor, by:

a. Providing Covered Individuals with information about the availability of Ombudsman services including, when Covered Individuals contact the Contractor with a request for information, concern, complaint, Grievance, Internal Appeal or BOH Appeal; and

b. Communicating and cooperating with Ombudsman staff as needed for such staff to address Covered Individual or Potential Covered Individual requests for information, issues, or concerns related to the Contractor, including:

1) Providing Ombudsman staff, with the Covered Individual's appropriate permission, with access to records related to the Covered Individual; and

2) Engaging in ongoing communication and cooperation with Ombudsman staff until the Covered Individual's or

Potential Covered Individual's request or concern is addressed or resolved, as appropriate, including but not limited to providing updates on progress made towards resolution."

SECTION 8. QUALITY MANAGEMENT (QM)

71. **Section 8.1.C.1** is hereby amended by striking it in its entirety and in lieu therein replacing it with the following:-

    "1. Be NCQA-accredited as a Health Plan/MCO or as a MBHO;"

72. **Section 8.6.C.4.** is hereby amended by striking "Year One" and inserting "the Contract Year" in lieu therein.

73. **Section 8.11.B.1.c.** is hereby amended by deleting it in its entirety and inserting the following:-

    "c. The activities of the PCC Clinical Advisory Committees shall include:

    1) Meeting at a minimum three times in the Contract Year, with one of the meeting being a joint meeting with the BH Clinical Advisory Committee (see **Section 8.11.B.2,** below);

    2) Developing agendas with the PCC Plan Director and Medical Director and that promote and support the improvement in quality of clinical services provided to Enrollees including topics pertinent to provider practice and care quality;

    3) Engage speakers that present on salient topics in collaboration with the PCC Plan; and

    4) Report on minutes to the meeting and provide follow-up on action items established.

SECTION 10. PAYMENT AND FINANCIAL PROVISIONS

74. **Section 10.14.E.1** is hereby amended by deleting it in its entirety and replacing it with the following:

    "1. Annually, and upon any retroactive change to the Capitation Rates by EOHHS, the Contractor shall calculate a Medical Loss Ratio (MLR) in accordance with 42 CFR 438.8. The Contractor shall perform such MLR calculation in the aggregate for the Contractor's Covered Individual population and individually for each Rating Category. Within 212 days following the end of the Contract Year, the Contractor shall report such MLR calculations to EOHHS in a form and format specified by EOHHS and as set forth in **Appendix E**. Such report shall include at least the following, pursuant to 42 CFR 438.8(k):

a. Total incurred claims

b. Expenditures on quality improving activities;

c. Expenditures related to activities compliant with 42 CFR 438.608(a)(1)-(5),(7),(8), and (b);

d. Non-claims costs;

e. Premium revenue;

f. Taxes, licensing, and regulatory fees;

g. Methodology(ies) for allocation of expenses;

h. Any credibility adjustment applied;

i. The calculated MLR, which shall be the ratio of the numerator (as set forth in **Section 10.14.E.2.a**) to the denominator (as set forth in **Section 10.14.E.2.b**);

j. Any remittance owed to the State, if applicable;

k. A comparison of the information reported in this section with the audited financial report required under this **Section 10.14.F**;

l. A description of the aggregation method used in calculating MLR;

m. The number of Covered Individual months;

n. An attestation that the calculation of the MLR is accurate and in accordance with 42 CFR 438.8; and

o. Any other information required by EOHHS."

75. **Section 10.16** is hereby amended by deleting it in its entirety and inserting in place thereof, the following:

"Section 10.16 Behavioral Health Quality Incentive Payment

A. At a frequency to be specified by EOHHS, EOHHS shall pay Contractor an amount equal to the sum of provider payments described in **Section 4.14** for the applicable time period.

B. For Contract Year 2019, EOHHS shall perform an annual reconciliation after the end of the Contract Year to correct the amount of any payments described in **Section 4.14**. EOHHS shall remit to the Contractor the full amount of any underpayments it identifies. The Contractor shall remit to EOHHS the full amount of any overpayments made for the month. Such payments shall be

made through an adjustment to a future Estimated Monthly BH Covered Services Capitation Payments or by another mechanism, as determined by EOHHS."

76. **Section 10.17** is hereby amended by deleting it in its entirety.

SECTION 13. ADDITIONAL TERMS AND CONDITIONS

77. **Section 13.25.B** is hereby amended by adding after "CMS", the following:-

"the Office of Inspector General (OIG), and the Comptroller General,"

SECTION 14. PRIVACY AND CONFIDENTIALITY

78. **Section 14.B.2.** is hereby amended by inserting **"3.5**," after the word "**Sections**".

APPENDICES

79. **Appendix A-1.** is hereby amended by deleting it in its entirety and replacing it with the following:-

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	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
provides continuous 24-hour observation and supervision for Covered Individuals who do not require Inpatient Services.				
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 III.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 III.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	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
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.				
e. **Clinically Managed Population-Specific High Intensity Residential Services (Level 3.3.) –** 24 hour structured recovery environment in combination with high intensity clinical services provided in a manner to meet the functional limitations of patients with cognitive impairments who may be unable, or have difficulty, participating in treatment that is primarily cognitive based. Level 3.3 programs focus on a tailored treatment approach to serve individuals with developmental delays, traumatic brain injuries, fetal alcohol spectrum disorder, and others who require a high intensity, repetition based or non-cognitive clinical and recovery protocol and environment.	✓	✓	✓	
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	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
Covered Individuals.				
h. **Enhanced Residential Rehabilitation Services for Dually Diagnosed (Level 3.1 co-occurring enhanced**) – 24 hour residential environment intended to serve Covered Individuals with higher levels of complexity and acuity, including co-occurring substance use and mental health disorders. Programs are staffed to adequately identify and treat both substance use and mental health disorders in an integrated fashion. Programs are expected to provide holistic and integrated care that facilitates access to medications for addiction treatment (MAT), primary care and medical supports, and psychiatric care as needed.	✓	✓	✓	
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	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
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 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 an 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	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	**MassHealth Family Assistance Covered Individuals**	**CarePlus Covered Individuals**	**Uninsured Individuals and Persons Covered by Medicare Only**
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 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 an Covered Individual's treatment to: identify and plan for additional services; coordinate a treatment plan; review the individual's progress; or revise the 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
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 an 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 an Covered Individual's level of functioning, including physical, psychological, social, educational and environmental strengths and 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 an 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.	✓	✓	✓	

	Coverage Types			
Service	**MassHealth Standard & CommonHealth Covered Individuals**	**MassHealth Family Assistance Covered Individuals**	**CarePlus Covered Individuals**	**Uninsured Individuals and Persons Covered by Medicare Only**
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	✓	✓	✓	
j. Individual Treatment - the use of psychotherapeutic or counseling techniques in the treatment of an individual on a one-to-one basis.	✓	✓	✓	
k. Inpatient-Outpatient Bridge Visit - a single-session consultation conducted by an outpatient provider while an 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	✓	✓		

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
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 an 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 Replacement Therapy - medically monitored administration of methadone, Buprenorphine, or other U.S. Food and Drug Administration (FDA)-approved medications to opiate-addicted individuals, in conformance with FDA and Drug Enforcement Administration (DEA) regulations. This service combines medical and pharmacological interventions with counseling, educational and vocational services and is offered on a short-term (detoxification) and long-term (maintenance) basis.	✓	✓	✓	
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	✓	✓	✓	

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	**MassHealth Family Assistance Covered Individuals**	**CarePlus Covered Individuals**	**Uninsured Individuals and Persons Covered by Medicare Only**
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.	✓	✓		
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 the child serving systems; fostering	✓			

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
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	✓			

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	MassHealth Family Assistance Covered Individuals	CarePlus Covered Individuals	Uninsured Individuals and Persons Covered by Medicare Only
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 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. **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.	✓	✓		
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	✓			

Service	Coverage Types			
	MassHealth Standard & CommonHealth Covered Individuals	**MassHealth Family Assistance Covered Individuals**	**CarePlus Covered Individuals**	**Uninsured Individuals and Persons Covered by Medicare Only**
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 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. **(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. **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. In addition, medication evaluation and specialing services shall be provided if Medically Necessary.	✓	✓	✓	✓
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	✓	✓		✓

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 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**.**	✓	✓	✓	
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.	✓	✓	✓	

80. **Appendix E-1** is hereby amended by deleting it in its entirety and replacing it with the following:-

APPENDIX E-1

PROGRAM REPORTING REQUIREMENTS

This Appendix summarizes the programmatic reporting requirements described in the Contract. In accordance with **Section 11.1.B** and **Section 11.2.B** of the Contract, the Contractor shall submit the report and corresponding Certification Checklist of all reports/submissions listed in **Appendix E** within the timelines specified herein.

For reports that have a performance target, the Contractor shall complete a narrative that includes the results, an explanation as to how the Contractor met the target or why it did not meet the target, and the steps the Contractor is taking to improve performance going forward.

The Contractor shall provide all reports in the form and format specified by EOHHS and shall participate with EOHHS in the development of detailed specifications for these reports. These specifications shall include benchmarks and targets for all reports, as appropriate. Targets shall be changed to reflect improvement in standards over time.

All exhibits referenced herein pertain to **Appendix E**, unless otherwise noted. Such exhibits set forth the form and format the Contractor shall use for each report. These exhibits shall be provided to the Contractor and may be updated by EOHHS from time to time, without a Contract amendment. EOHHS shall notify the Contractor of any updates to the exhibits.

The Contractor shall prepare and submit to EOHHS the reports described in this Appendix, as well as ad hoc reports that may be requested by EOHHS. General requirements for report submissions, including instructions on formatting and data handling, are set forth in **Section 11** of the Contract. In the event of any inconsistency between the descriptions in this Appendix and the provisions in the Contract, the Contract controls.

Reporting Timetables

The Contractor shall provide reports to EOHHS according to the following timetable, unless otherwise specified or approved by EOHHS. All references to "annual" or "year-to-date" reports or data refer to the Contract Year, unless otherwise specified.

Reportable Adverse Incidents – Use secure e-mail system to send Reportable Adverse Incident reports to EOHHS by 5:00 p.m. (Eastern Time) on the same day that the Contractor receives Reportable Adverse Incident notification by 3:00 p.m. on a business day, in accordance with the established protocol. Submit Reportable Adverse Incident reports to EOHHS by the next business day if the Contractor receives Reportable Adverse Incident notification after 3:00 p.m. or on a non-business day, in accordance with the established protocol, unless otherwise approved by EOHHS.

Daily Reports – no later than 5:00 p.m. on the next business day following the day reported.

Weekly Reports – no later than 5:00 p.m. the next business day following the week reported.

Monthly Reports – no later than 5:00 p.m. on the 20th day of the month immediately following the month reported for non-Claims-based reports; Claims-based reports will allow for a 90-day Claims lag. If the 20th of the month falls on a non-business day, the reports will be due on the next business day. Monthly reports due October 20, January 20, April 20, and July 20 may be submitted with quarterly reports.

Quarterly Reports – no later than 5:00 p.m. on the 30th day of the month following the end of the quarter reported, for non-Claims-based reports, i.e., October 30, January 30, April 30, and July 30; or, if the 30th of the month falls on a non-business day, the next business day. Quarterly reports due January 30th will be submitted on February 15th and July 30th will be submitted August 15th. Claims-based reports shall allow for a 90-day Claims lag and report time, so that, for example, reports due on October 30th will present data for service dates for the quarter from April-June.

Semiannual Reports – no later than 5:00 p.m. on the 30th day following the end of the semiannual period reported, for non-Claims-based reports, i.e., January 30 and July 30; or, if the 30th of the month falls on a non-business day, the next business day. Semiannual reports are due August 30th for Jan – June. Reports due February 15th are for July - Dec. Claims-based reports shall allow for a 90-day Claims lag, so that, for example, the report due on January 30th will present data through September 30th.

Annual Reports – no later than 5:00 p.m. on February15th or, if February 15th falls on a non-business day, the next business day. Claims-based annual reports will allow for a 90-day Claims lag, so data due on February15th will be for Claims no later than September.

One-time, Periodic, and Ad Hoc Reports – no later than the time stated, or as directed by EOHHS.

Reportable Adverse Incidents

1. BEHAVIORAL HEALTH REPORTABLE ADVERSE INCIDENTS AND ROSTER OF REPORTABLE ADVERSE INCIDENTS – DAILY INCIDENT DELIVERY REPORT – BH-01

Report of Reportable Adverse Incidents that comes to the attention of the Contractor.

One-time, Periodic and Ad Hoc Reports

2. AUTHORIZATION REPORTS FOR CBHI SERVICES – BH-N/A

Summary report of authorizations units of services requested, approved and denied for CBHI Services.

3. MCPAP PROGRAM UTILIZATION

Other program utilization data elements that may be identified by EOHHS, MCPAP and DMH in response to quality improvement initiatives or policy questions.

4. ADDITIONAL MCPAP REPORTS

Additional MCPAP reporting requirements as directed by EOHHS and DMH.

Daily Reports

5. DEPARTMENT OF MENTAL HEALTH (DMH) DAILY ADMISSIONS – BH-17

Report of DMH Clients who were admitted to Behavioral Health 24-hour Level-of-Care services. (Report provided to DMH.)

6. COVERED INDIVIDUALS BOARDING IN EMERGENCY DEPARTMENTS OR ON ADMINISTRATIVELY NECESSARY DAYS (AND) STATUS – BH-26

Report on any Covered Individuals awaiting placement in a 24-hour level of behavioral health care that remains in an emergency department for 24 hours or longer, as further specified by EOHHS. For AND Report, report on any Covered Individuals in AND status as described in **Appendix A-1,** in a format agreed to by EOHHS.

Weekly Reports

7. INPATIENT CASES AWAITING RESOLUTION AND DISCHARGE (CARD) CENSUS REPORT – BH-05 (THIS REPORT IS RESERVED)

Monthly Reports

8. USE OF CANS DURING DIAGNOSTIC EVALUATIONS – BH-07

Report on paid Claims with CPT code 90791, with and without modifier HA, for Covered Individuals under age 21.

9. CBHI SERVICES PROVIDER MONITORING REPORTS – BH-N/A

a. Provider access reports: Aggregated by Region and by service – including In-Home Therapy, Therapeutic Mentoring and In-Home Behavioral Services.

b. Provider access reports: Provider-specific data on capacity, access and wait times for In-Home Therapy, Therapeutic Mentoring and In-Home Behavioral Services.

c. CSA Monthly Provider-level report and CSA waitlist follow-up report, Provider-specific. (due on the 30th of each month)

d. MCI Provider-level report on timeliness of encounter and location of Encounter.

10. CBHI COST AND UTILIZATION REPORTS – BH-10

Summary report of service utilization and costs for CBHI Services.

11. INTENSIVE CARE COORDINATION CLAIMS-BASED INDICATORS – BH-9

Summary report of all Behavioral Health Services received by those enrolled in Intensive Care Coordination Service.

12. CSA REPORTED AND AGGREGATED DATA – BH-N/A

CSA-reported data on referrals, discharges, enrollment and staffing, as described in CSA Operations Manual.

13. ESP UTILIZATION REPORT – BH-N/A

Report, utilizing the ESP Encounter form database.

14. INPATIENT CARD REPORT – BH-5 (THIS REPORT IS RESERVED)

15. PROVIDER CONCERNS REPORT – BH-27
Report of all concerns reported by Network Providers stratified by PCC Network Providers and MBHP Network Providers.

16. PCC PLAN MATERIALS INVENTORY REPORT – BH-28
Report of Covered Individual, PCC, and BH Network Provider health education materials inventory.

17. PCC AND BH NETWORKS SITE VISIT REPORT – BH-29

Report of PCC and BH Network site visits, which includes but is not limited by the requirements of **Section 5.2.C.2-3.**

18. PCC PLAN MANAGEMENT SUPPORT SERVICES REPORT – BH-30

Report of PCC Plan Management Support deliverables.

19. CARE MANAGEMENT REPORT – BH-N/A

Report of all Care Management, Integrated Care Management and Practice-Based Care Management, which includes but is not limited to the requirements found **in Section 5.3** and **Section 6** in a form and format to be determined by EOHHS and the Contractor.

20. PCPR PLAN ENROLLEES PER PARTICIPATING SITE – BH-N/A

This report is deleted and reserved.

21. MCPAP PCP

Number of PCPs and PCP practices enrolled in MCPAP and number of obstetric practices and providers enrolled in MCPAP for Moms.

22. MCPAP MONTHLY ENCOUNTER

For each MCPAP Team (i.e., Boston North, Boston South, and Central/West) Site/Institution, and statewide and for MCPAP for Moms: number of encounters by type of encounter, diagnosis, reason for contact, and insurance status of the child.

23. MCPAP MONTHLY UNDUPLICATED COUNT

For each MCPAP Team, (i.e., Boston North, Boston South, and Central/West), Site/Institution, and statewide and for MCPAP for Moms: unduplicated count of Covered Individuals served, by type of encounter and insurance status of the Covered Individual.

24. MCPAP MONTHLY RESPONSE TIME

For each MCPAP team and for MCPAP for Moms, percentage of providers that receive advice within 30 minutes of their contact (for those providers that do not request call back later than 30 minutes) and the percentage of resource and referral requests that are completed within 3 business days.

25. MCPAP AVERAGE ENCOUNTER

Average number of encounters per unduplicated Covered Individuals, by MCPAP Team (i.e., Boston North, Boston South, and Central/West), Site/Institution, and statewide and for MCPAP for Moms.

26. MCPAP ENROLLED PCPS

Number of enrolled PCPs, by MCPAP Team (i.e., Boston North, Boston South, and Central/West) and by Site/Institution and number of enrolled obstetric providers in MCPAP for Moms.

Quarterly Reports

27. TELEPHONE STATISTICS – BH-19

Report including a separate section for clinical calls and Provider and Covered Individual services calls that includes the number of calls, received, answered and abandoned, as well as the measures of Contract performance standards on calls answered within 30 seconds, and average speed of answer.

28. CANS COMPLIANCE: – BH-14

Summary report using CANS data from Virtual Gateway, match to Claims, and compliance rates in Outpatient, ICC, IHT, CBAT and Inpatient Services.

29. YOUTH MOBILE CRISIS REPORT FOR COVERED INDIVIDUALS USING ESP SYSTEM DATABASE – BH-25

a. System-level mobile crisis report on quality indicators.

b. Provider-level mobile crisis report by de-identified Providers.

c. MCI length of episode report.

30. BEHAVIORAL HEALTH CLINICAL OPERATIONS/INPATIENT AND ACUTE SERVICE AUTHORIZATION, DIVERSIONS, MODIFICATION AND DENIAL REPORT – BH-13

Summary report on authorizations, diversions, modifications, and service denials of mental health inpatient services and substance use disorder acute services.

31. BEHAVIORAL HEALTH CLINICAL OPERATIONS/INPATIENT AND ACUTE SERVICE AUTHORIZATION, DIVERSIONS, MODIFICATION AND DENIAL REPORT (ABA) – BH-13

Summary report on ABA authorizations, diversions, modifications, and service denials of mental health inpatient services and substance use disorder acute services.

32. PHARMACY RELATED ACTIVITIES REPORT BH-N/A

A report on pharmacy-related activities the Contractor has performed in support of the Contract, which includes but is not limited to the requirements found in **Section 4.4.A.3.b.**

33. BEHAVIORAL HEALTH UTILIZATION AND COST REPORT– BH-15

A summary of Behavioral Health costs and utilization.

34. CARE MANAGEMENT OUTCOME MEASURE REPORT – (THIS REPORT IS RESERVED**). BH-N/A**

35. CLAIMS PROCESSING REPORT – BH-N/A

Behavioral Health Claims processed, paid, denied, and pending per month.

36. BH PROVIDER NETWORK ACCESS AND AVAILABILITY REPORTS: – BH-18

a. Summary of significant changes in the Provider Network.

b. BH Network geographic access.

c. Use of out-of-Network Providers.

d. Appointment time availability standards.

37. FORENSIC EVALUATIONS – BH-N/A

Report of forensic evaluations including but not limited to: calls for Designated Forensic Professionals, source of calls, geographic locations of the calls, and number of transfers under M.G.L. c. 123, § 18(a)

38. QUARTERLY FRAUD REFERRAL AND RESPONSE REPORT – BH-N/A

Report that includes a description of any new Provider fraud referrals the Contractor made during the period reported, as well as a summary of any trends in fraud and abuse, as well the amount of monies recovered, if any, during the previous quarter, from any Provider(s).

39. MASSACHUSETTS CHILD PSYCHIATRY ACCESS PROJECT REPORT- BH-N/A

a. Report of MCPAP Providers, PCC enrollment in MCPAP, Encounters, outcomes, revenue and budget (**Section 4.5.H.)**;

b. Report on aggregate de-identified adolescent substance use Encounters by MCPAP Providers statewide **(Section 4.5.N.4);**

c. Report of early childhood BH Encounters by MCPAP Providers statewide stratified by months and year to date **(Section 4.5.O.1).**

40. MOBILE CRISIS INTERVENTION/RUNAWAY ASSISTANCE PROGRAM (MCI/RAP) OUTCOME AND OUTPUT MEASURES REPORT – BH-N/A

A report on outcomes and outputs related to the MCI/RAP, which includes but is not limited to the requirements found in **Section 4.9.F.**

41. MCPAP QUARTERLY TYPE OF PRACTICE

Number, location, type of practice visits (e.g. in person, web-ex/teleconference, etc.) including a brief description of topics covered made to MCPAP practices by MCPAP teams. Number, location, and type of practice visits made to MCPAP for Moms practices.

42. MCPAP QUARTERLY ENCOUNTER

For each MCPAP Team (i.e., Boston North, Boston South, and Central/West) Site/Institution, and statewide and for MCPAP for Moms: number of encounters by type of encounter, diagnosis, reason for contact, and insurance status of the child. Quarterly and annual reports should show quarterly trends in number of encounters by type of encounter for three years.

43. MCPAP QUARTERLY UNDUPLICATED COUNT

For each MCPAP Team, (i.e., Boston North, Boston South, and Central/West),

Site/Institution, and statewide and for MCPAP for Moms: unduplicated count of Covered Individuals served, by type of encounter and insurance status of the Covered Individual. Quarterly and annual reports should show quarterly trends in number of Covered Individuals served for three years.

44. MCPAP Quarterly Response Time

For each MCPAP team and for MCPAP for Moms, percentage of providers that receive advice within 30 minutes of their contact (for those providers that do not request call back later than 30 minutes) and the percentage of resource and referral requests that are completed within 3 business days.

45. MCPAP Appointment Availability

For each MCPAP team, the wait time for the first and next available appointments for face to face assessment with a MCPAP psychiatrist or with a MCPAP Behavioral Health clinician. If a MCPAP team fails to meet one or both of the wait time standards described in **Section 4.5.G.3.** for three consecutive months, the Contractor shall submit a report detailing the reasons why they are unable to meet the standards. The report must describe the number of face to face visits completed by each institution, reason for assessments, and the age, gender, diagnoses, and insurance coverage of children receiving the assessments.

46. MCPAP Outreach and Training

Number of outreach and training activities conducted by MCPAP for Moms to providers on screening and treatment of pregnant and postpartum women with substance use disorders.

47. MCPAP Quarterly Satisfaction Surveys

Results of satisfaction surveys for the MCPAP and MCPAP for Moms Clinical Conversation webinars.

48. Pharmacy Quarterly Activities Report.

The pharmacy director's quarterly activities report to EOHHS on pharmacy-related activities as described in **Section 4.4.A.5.**

Semi-Annual Reports

49. Performance Dashboard Management Report – BH-N/A

Report that includes requirements found in **Section 5.2.B.**

50. PCC Plan Management Action Plan Database Report – BH-31

Report that includes requirements found in **Section 5.2.A.6.** The specification of the report will be developed by the Contractor and EOHHS.

51. FRAUD AND ABUSE ACTIVITY REPORT

Submit semiannual written reports on the Contractor's fraud and abuse activities to include provider identification information as specified by EOHHS, summary of total recoupment and referrals of fraud and abuse by provider entity.

52. BOH APPEALS REPORT – BH-N/A

A report that includes but is not limited to, for each category of Adverse Action, the number, nature, resolution and time frame for resolution of BOH Appeals, stratified by level of Appeal, Region, and Level of Care.

53. GRIEVANCE AND INTERNAL APPEALS REPORT – BH-22

A report on the number of Grievances and Internal Appeals, including the type of Grievance or Internal Appeal, type of resolution, and the timeframe for resolution.

54. COORDINATION OF BENEFITS/THIRD-PARTY LIABILITY REPORT – BH-N/A

a. Third-party health insurance cost avoidance Claims amount, by carrier
b. Third-party health insurance total recovery savings, by carrier.

Annual Reports

55. NETWORK MANAGEMENT STRATEGIES REPORT – BH-N/A

A summary description of the Contractor's network management strategies and activities related to access, appropriateness of care, continuity of care, cost efficiency, and treatment outcomes; including an analysis of the effectiveness of the Contractor's strategies and activities; and the Contractor's plans for implementing new strategies or activities.

56. BEHAVIORAL HEALTH ADVERSE INCIDENT SUMMARY REPORT – BH-02

Summary report of Reportable Adverse Incidents.

57. BEHAVIORAL HEALTH AMBULATORY CONTINUING CARE RATE – BH-04

Report of Outpatient Services or non-24-hour Diversionary Services a Covered Individual receives after being discharged from a 24-hour Level of Care service.

58. BEHAVIORAL HEALTH READMISSION RATES REPORT – BH-03

Report of the number and rate of readmissions to 24-hour Level of Care within 7, 30, 60 and 90 days of discharge from a 24-hour Level of Care setting, stratified by type of service, DMH involvement, PCC Plan enrollment, and age.

59. PAY FOR PERFORMANCE INCENTIVE REPORTING – BH-N/A

Report on selected Pay-for-Performance measures, as defined in **Appendix G**.

60. SATISFACTION SURVEY SUMMARY – BH-32

Periodic reports as described in **Section 8.4** due within 60 calendar days following the end of the survey period, the results and analysis of the findings report of satisfaction survey conducted with Network Providers, PCCs, Covered Individuals.

61. MEDICAL RECORDS REVIEW REPORT –BH-11

Report that includes requirements found in **Section 8.9.A.2**, as will be developed by EOHHS and Contractor.

62. PCC PLAN MANAGEMENT SUPPORT SERVICES REPORT – BH-33

Summary report of PMSS activities and integration efforts for the previous Contract Year that includes efforts to enhance integration and PCC health delivery, goals, and results as required by but not limited to **Section 5.2.A.10**.

63. PCC COMPLIANCE WITH PCC PROVIDER AGREEMENT – (RESERVED) BH-34

Report of PCCs' compliance with the PCC Provider Agreement as required by but not limited to **Section 5.2.D.1**.

64. PROVIDER PREVENTABLE CONDITIONS – (RESERVED) BH-N/A

Report on Provider Preventable Conditions as required in **Section 10.14.F** and **Section 2.3.F.**

65. MASSACHUSETTS CHILD PSYCHIATRY ACCESS PROJECT REPORT (RESERVED) BH-N/A

66. MOBILE CRISIS INTERVENTION/RUNAWAY ASSISTANCE PROGRAM (MCI/RAP) OUTCOME AND OUTPUT MEASURES REPORT- BH-N/A

An annual summary report on outcomes and outputs related to the MCI/RAP which includes but is not limited to the requirements found in **Section 4.9.F**

67. PCC PLAN MANAGEMENT SUPPORT SERVICES TRAINING- BH-35

Summary of activities related to the approved plan for training and enhancing staff performance on all functions associated with the PCC Plan Management Support Services; and the results of training on staff performance.

68. PCC PLAN INTEGRATED CARE MANAGEMENT REPORT- BH-36

Summary annual report on all Care Management, Integrated Care Management Report, and Practice-Based Care Management which includes but is not limited to the requirements of **Section 5.3** and **Section 6**.

69. MCPAP TEAMS

Composition of MCPAP Teams for MCPAP and MCPAP for Moms including staffing and their FTEs (Full Time Equivalents).

70. MCPAP PEDIATRIC LIST

List of pediatric PCCs, noting which PCCs have enrolled in MCPAP and which PCCs have not yet enrolled and noting efforts to enroll each unenrolled PCC.

71. MCPAP ANNUAL TYPE OF PRACTICE

Number, location, type of practice visits (e.g. in person, web-ex/teleconference, etc.) including a brief description of topics covered made to MCPAP practices by MCPAP teams. Number, location and type of practice visits made to MCPAP for Moms practices.

72. MCPAP ANNUAL ENCOUNTERS

For each MCPAP Team (i.e., Boston North, Boston South, and Central/West) Site/Institution, and statewide and for MCPAP for Moms: number of encounters by type of encounter, diagnosis, reason for contact, and insurance status of the child. Quarterly and annual reports should show quarterly trends in number of encounters by type of encounter for three years.

73. MCPAP ANNUAL UNDUPLICATED COUNT

For each MCPAP Team, (i.e., Boston North, Boston South, and Central/West), Site/Institution, and statewide and for MCPAP for Moms: unduplicated count of Covered Individuals served, by type of encounter and insurance status of the Covered Individual. Quarterly and annual reports should show quarterly trends in number of Covered Individuals served for three years.

74. MCPAP CHILDREN CONSULTATION

For each MCPAP team, the number of children whom PCPs request consultation for at least two or more times during the contract year (i.e. episodes of care). This episode report must describe the characteristics of the patients (e.g. age, gender, diagnoses, insurance, etc.), type and average number of encounters provided to PCP and family (if relevant), reasons for consultation, and outcome of consultation. In addition, the report shall identify the number and percentage of PCPs that receive consultation from the same MCPAP psychiatrist for their calls regarding the same patient. This report should include a frequency distribution of

the ratio of number of those calls responded to by the same MCPAP psychiatrist. Report these metrics by MCPAP team and statewide.

75. MCPAP ANNUAL PROVIDER EXPERIENCE SURVEY

Results of annual Provider Experience Surveys for MCPAP and MCPAP for Moms.”.

81. **Appendix F** is hereby amended by adding at the end therein the following:-

MassHealth Office of Behavioral Health

Please send by secure email

Appendix A, Exhibit BH-1

Behavioral Health Adverse Reportable Incident - Daily Roster

Health Plan Name: _____

Date: _____

Please see DMH requirements for Restraint and Seclusion at 104 CMR 27

**** For complete list of BH covered services see plan's contract***

Please note that the shaded columns, starting with row 21 there is a drop down menu. For a full list of options, please see Key tab.

Behavioral Health AIs by Facility, Gender, Service, Age, Type

Facility	Date Received by Plan	Date of Incident	Gender	* Service	AGE Group	Plan's Incident ID code for member	Type of Incident	Type of Incident if Other, briefly describe

82. **Appendix G** is hereby amended by striking it in entirety and replacing it with the following:-

"**APPENDIX G**

BEHAVIORAL HEALTH PERFORMANCE INCENTIVES (SECTION 8.6.C)

Effective Contract Year 2019

Introduction

The performance-based incentives for Contract Year 2019 are summarized below. The summary includes baseline criteria, population descriptions, project goals, specific performance targets, and associated available earnings.

The earnings associated with each performance-based incentive correspond with the degree of the Contractor's success in meeting the established incremental goals. The measure of the Contractor's success for each performance-based incentive is described in detail below. For each performance-based incentive, levels of success are associated with levels of payment, referred throughout this document as "Performance and Payment Levels." The Contractor shall only be paid the single amount listed in the single level which corresponds to the actual results achieved based on the measurement methodologies.

Methodology

The Contractor shall design a project methodology, for review and approval by EOHHS, for each of the performance-based incentives in **Appendix G**. Each methodology shall further define and clarify the purposes, goals and deliverables associated with each incentive, and shall provide the technical specification for each measurement. Elements to be defined include, at minimum: baseline, denominator, numerator, continuous eligibility requirements, measurement period, population exclusions, deliverables, and final reporting schedules. EOHHS will use **Appendix G** and the project methodology when reviewing the results of each project to determine the amount of incentive payments, if any, the Contractor has earned. For all measures, the measurement period for the calculation of results shall conform with the Contract Year period.

Developing the Baseline

The Contractor shall produce all required baseline measurements, and shall use the same methodology when producing the repeat measurements for non-HEDIS indicators. The Contractor shall follow this methodological pattern in each Contract Year. For HEDIS measures, HEDIS Technical Specifications will be used for the performance-based incentives corresponding to each measurement year. For Contract Year 19, the Contractor shall refer to the technical measure specifications for HEDIS 2019.The performance level benchmarks must correspond to the national NCQA Medicaid HEDIS percentiles.

The Contractor shall report separately Primary Care ACO and PCC Plan results.

Incentive 1. Establish HEDIS Baseline Measures

The Contractor shall establish HEDIS baselines for the following measures:

A. Initiation and Engagement in Alcohol and Other Drug Dependence Treatment (IET)
B. Follow-up After Hospitalization for Mental Illness (FUH)
C. Diabetes Screening for People With Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medication (SSD)
D. Antidepressant Medication Management (AMM)
E. Metabolic Monitoring for Children and Adolescents on Antipsychotics (APM)
F. Follow-up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA)
G. Follow-up After Emergency Department Visit for Mental Illness (FUM)
H. Adherence to Antipsychotic Medications for Individuals With Schizophrenia (SAA)

A. Technical Specifications (IET):

The technical specifications for this measure, including the denominator and numerator definitions, shall conform to the HEDIS IET specifications updated and published by NCQA annually, and shall be applied to the measurement period corresponding to the current the Contract Year.

The Contractor shall report on the rate of treatment for alcohol and other drug diagnoses as per the updated HEDIS 2019 measure specification.

A. Initiation and Engagement in Alcohol and Other Drug Dependence Treatment HEDIS measure: IET
M1 the rate for the Initiation of treatment of AOD per HEDIS 2019 specification.-- $37,500
M2 the rate for the Engagement in treatment of AOD per HEDIS 2019 specification -- $37,500

Subtotal IET = $75,000

B. Technical Specification (FUH)

The technical specifications for measures three and four (M3 and M4), including the denominator and numerator definitions, shall conform to the HEDIS FUH specifications published by NCQA, and shall be applied to the measurement period corresponding to the current Contract Year. The contractor shall report performance as per the 2019 HEDIS measure specification with the exception of HEDS 2019 definition of *Readmission*. The Contractor will use the definition of *Readmission* as described in **Section B.A.** below.

1. Within M3(A), the definition of *Readmission* shall mean the number of episode discharges from a mental health 24-hour Level of Care and the number of discharges that were followed by a subsequent admission to the same or equivalent 24-hour Level of Care within 0-90 days of the discharge date of the episode. Using the count of discharges and the count of readmissions, the rate of readmission is calculated.
2. Within M4, the definition of "*arranged prior to discharge"* shall mean as evidenced within either the *MHS/Connect (*the Contractor's clinical documentation application) or the Provider's medical record, documentation of: Covered Individual and/or family involvement and agreement, the name of the Behavioral Health Covered Service, name of the Provider, the date and time of the first appointment.

The Contractor shall report on the rate of follow-up after hospitalization for mental illness as per the updated HEDIS 2019 measure specification.

B. Follow-up After Hospitalization for Mental Illness (HEDIS measure: FUH)
M3. The rate for 7-day follow-up per HEDIS 2019 specification -- $37,500
M4. The rate for 30-day follow-up per HEDIS 2019 specification -- $37,500

Subtotal FUH =$75,000

C. Technical Specification (SSD)

The technical specification for measures five (M5) and six (M6) including the numerator and denominator shall conform to the HEDIS SSD specifications published by NCQA, and shall be applied to the measurement period corresponding to the current Contract Year. The Contractor shall report performance as per the 2019 HEDIS measure specification.

C. Diabetes Screening for People With Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medication (HEDIS measure: SSD)
M5. The rate of Covered Individual with schizophrenia or bipolar disorder who are using antipsychotic medication who are screened for diabetes. -- $75,000

Subtotal SSD = $75,000

D. Antidepressant Medication Management (AMM)

The technical specification for measures including the "Effective Acute Phase Treatment (M6) and the "Effective Continuation Phase Treatment (M7) shall conform to the HEDIS AMM specifications published by NCQA, and shall be applied to the measurement period corresponding to the current Contract Year. The contractor shall report performance as per the 2019 HEDIS measure specification.

D. Antidepressant Medication Management (AMM)
M6. The percentage of Covered Individuals who remained on an antidepressant medication for at least 84 days (12 weeks). -- $37,500

M7. The percentage of Covered Individuals who remained on an antidepressant medication for at least 180 days (12 weeks). -- $37,500

Subtotal AMM = $75,000

E. Metabolic Monitoring for Children and Adolescents on Antipsychotic (APM)

The technical specification for measures including the numerator and denominator shall conform to the HEDIS AMM specifications published by NCQA, and shall be applied to the measurement period corresponding to the current Contract Year. The contractor shall report performance as per the 2019 HEDIS measure specification.

E. Metabolic Monitoring for Children and Adolescents on Antipsychotic (APM)
M8. The percentage of children and adolescents 1-17 years of age who had two or more antipsychotic prescriptions and had metabolic testing. -- $75,000

Subtotal APM = $75,000

F. Follow-up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA)

The percentage of emergency department (ED) visits for Covered Individuals 13 years of age and older with a principle diagnosis of alcohol or other drug (AOD) abuse or dependence, who had a follow up visits for AOD.

The technical specification for measures including the numerator and denominator shall conform to the FUA specifications published by NCQA, and shall be applied to the measurement period corresponding to the current Contract Year. The Contractor shall report performance as per the 2019 HEDIS measure specification.

F. Follow-up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA).
M9. The percentage of ED visits for which the Covered Individual received follow-up with 30 days of the ED visit (31 total days).-- $37,500
M10. The percentage of ED visits for which the Covered Individual received follow-up within 7 days of the ED visit (8 total days). -- $37,500

Subtotal FUA = $75,000

G. Follow-up After Emergency Department Visit for Mental Illness (FUM)

The percentage of emergency department (ED) visits for Covered Individuals 6 years of age and older with a principal diagnosis of mental illness or intentional self-harm, who had a follow-up visit for mental illness.

The technical specification for measures including the numerator and denominator shall conform to the FUM specifications published by NCQA, and shall be applied to the measurement period corresponding to the current Contract Year. The Contractor shall report performance as per the 2019 HEDIS measure specification.

G. Follow-up After Emergency Department Visit for Mental Illness (FUM)
M11. The percentage of ED visits for which the Covered Individual received follow-up with 30 days of the ED visit (31 total days).-- $37,500
M12. The percentage of ED visits for which the Covered Individual received follow-up within 7 days of the ED visit (8 total days). -- $37,500

Subtotal FUM = $75,000

H. Adherence to Antipsychotic Medications for Individuals with Schizophrenia (SAA)
The technical specification for measures including the numerator and denominator shall conform to the SAA specifications published by NCQA, and shall be applied to the measurement period corresponding to the current Contract Year. The Contractor shall report performance as per the 2019 HEDIS measure specification.

H. Adherence to Antipsychotic Medications for Individuals With Schizophrenia (SAA)
M13. The percentage of Covered Individuals 19-64 years of age during the measurement year with schizophrenic or schizoaffective disorder who were dispensed and remained on an antipsychotic medication for at least 80% of the treatment period. -- $75,000

Subtotal SAA = $75,000

The maximum incentive payment for Incentive 1 is $600,000

Incentive 2. Establish Baseline for Medication Adherence

The Contractor shall for CY2019 establish baselines for medication adherence measures listed below for the PCC Plan and Primary Care ACO populations. In establishing the rates for each measure, the Contractor shall use the HEDIS 2019 definitions of denominators.

The baseline for medication adherence:

1. Rate of Covered Individuals who engaged MAT from within the IET denominator -- $150,000.
2. Rate of Covered Individuals who had a medication management visit from within the FUH denominator -- $150,000.
3. Rate of Covered Individuals who had a medication management visit from within the FUM denominator -- $150,000.
4. Rate of Covered Individuals who initiated MAT from with the FUA denominator -- $150,000.

The maximum incentive payment for Incentive 2 is $600,000

Incentive 3. Evaluate And Report On Impact Of Variables Most Associated With Improvements Seen In Incentive 1 And Incentive 2.

Following evaluation of baselines, the Contractor shall run comparative statistics to determine what variables are most associated with the improvements seen in HEDIS measures and

medication adherence (Incentive 1 and 2). The Contractor shall submit a written report and present its findings to EOHHS with respective data reports detailing these findings. The deadline for the written report and presentation shall be July 31, 2020.

The maximum payment for Incentive 3 is $437,500.

Incentive 4. Evaluate And Report On The Impact Of Quality Improvement/Pilot Initiatives.

By January 31, 2019, the Contractor shall propose for EOHHS approval Quality Improvement/Pilot Initiatives to be implemented in CY19. The pilot/initiative will cover the following focus area:

1. Continuity of Care
2. Coordination of Care
3. Access
4. Quality/Safety/Evidence-Based Care
5. Cross Agency Integration

The Contractor shall evaluate their impact and shall run comparative statistics to determine which initiatives have had the greatest effect on improving engagement and when appropriate, impact on HEDIS and medication adherence measures. The Contractor shall submit a written report and present its findings to EOHHS with respective data reports detailing these findings.

The maximum payment for Incentive 4 is $437,500.

Incentive 5. Initiation of Programming Related to the 1115 SUD Waiver.

A. The Contractor shall increase the availability of integrated medication management on-site for Covered Individuals with co-occurring disorders being treated in Co-Occurring Enhanced Residential Rehabilitation Services (COE RRS). The Contractor shall:
    1. In CY19 add no fewer than 100 new beds to level of care;
    2. Measure the percent of Covered Individuals who receive COE RSS;
    3. Collect and report demographic information for Covered Individuals who access COE RRS including, but not limited to: diagnosis, age, gender, race;
    4. Measure the percent difference in rates of IET, FUH, FUA, FUM, follow-up after ATS discharge, and readmission rates among Covered Individuals who receive COE RRS compared to:
        a. Covered Individuals who are treated in a RRS program that is non Co-Occurring capable;
        b. Covered Individuals who receive medication management services and are not treated in a RRS program; and

c. Covered individuals who do not receive medication management or RRS treatment.

The incentive payment for **Incentive 5A** is $275,000.

B. The Contractor shall procure regional (as defined by EOHHS) network of MAT Expertise Centers/Hubs comprised of prescribing experts to support primary care providers throughout the Commonwealth. The Hubs will provide support with:

1. MAT dosing/prescribing consults to primary care providers
2. Access to experienced case managers
3. Access to psychiatric consults

The incentive payment for **Incentive 5B** is $25,000.

C. The Contractor shall procure a regional network (as defined by EOHHS) of Centers For Pain Management Support Program which shall provide pain medication management consultation to providers to include but not limited to:

1. Pain medication prescribing;
2. Pain medication tapering.

The incentive payment for **Incentive 5C** is $25,000

The maximum incentive payment of Incentive 5 shall not exceed $325,000

Incentive 6. Work With The National Alliance On Mental Illness (NAMI) Regarding The Covered Individual Experience.

The Contractor shall work with NAMI to gather information regarding the Covered Individual's experience in behavioral health treatment as follows:

A. NAMI will provide speakers to participate in "In Our Own Voices" to speak about their experiences with treatment for co-occurring BH and SUD conditions.
B. NAMI will issue to NAMI membership a survey to those who have received ESP services to identify best practices, areas of improvement and make recommendations based upon the results of the survey.

The Contractor shall submit a written report and presentation to EOHHS with respective data identifying best practices amongst the ESPs and areas that ESPs needs improvement.

The maximum payment for Incentive 6 is $250,000.

Incentive 7. PCC Plan PBCM/ICMP Access Incentive

The goal of PBCM/ICMP Incentive is to increase access and engagement for new Enrollees for whom it is clinically determined to need access to care management services.

M1. If the Contractor increases the number of PCC Plan Service Locations participating in the PBCM to two (2), it will receive $25,000.
M2. If the Contractor increase the number of PCC Plan Service Locations participating in the PBCM to three (3) it will receive $25,000
M3. If the Contractor engages 45 new Covered Individuals in the PBCM across all PBCM sites it will receive a maximum of $25,000
M4. If the Contractor engages 200 new Enrollees in the ICMP, it will receive a maximum of $25,000

The maximum payment for this incentive is $100,000.

Incentive 8. Collaboration with Primary Care ACO on Population Health Management for SUD and Co-occurring Disorders.

The Contractor shall collaborate with the Primary Care ACOs in the development and implementation of arrangements that facilitate the provision of population health management for providers of SUD treatment. Implementation shall include execution of any necessary contracts and exchange of necessary data in compliance with all state and federal laws to facilitate the provision of population health management by Primary Care ACOs to providers of SUD treatment.

The maximum payment for this incentive is $250,000."

83. **Appendix H-1** is hereby amended by striking it in its entirety and replacing it with the following:

"APPENDIX H-1

PAYMENT AND RISK SHARING PROVISIONS

Capitation Rates for Contract Year 2019: January 1, 2019, through December 31, 2019.

Section 1. MassHealth Capitation Payment

A. Per-Member Per-Month (PMPM) Capitation Rates for Contract Year 2019 (CY19) (pursuant to Section 10.2 of the Contract)

a. PCC and TPL: PMPM ($) Rates (CY19)

Rating Category	Medical Services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child	40.17	45.29	10.84	0.13	5.21	101.64
Rating Category I Adult	41.27			2.92	4.73	48.92
Rating Category I TPL	4.34	32.88	3.86	0.03	4.49	45.60
Rating Category II Child	122.49	153.89	179.57	0.19	12.13	468.27
Rating Category II Adult	161.21			7.89	10.85	179.95
Rating Category II TPL	14.02	102.71	42.54	0.02	9.07	168.36
Rating Category IX	86.19			9.83	5.60	101.62
Rating Category X	294.35			30.92	13.11	338.38

b. Primary Care ACO: PMPM ($) Rates (CY19)

Rating Category	Medical Services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child	20.62	27.16	5.07	0.13	3.77	56.75
Rating Category I Adult	44.60			2.92	3.85	51.37
Rating Category II Child	114.09	169.61	133.10	0.19	10.04	427.03
Rating Category II Adult	187.66			7.89	10.75	206.30
Rating Category IX	91.22			9.83	4.63	105.68
Rating Category X	367.37			30.92	12.63	410.92

B. Risk Sharing Corridors for Contract Period CY19, 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 2019. EOHHS and the Contractor shall share such gain in accordance with the table below.

Gain	MassHealth Share	MBHP Share
Between 0 and 2%	0%	100%
>2%	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 2019. EOHHS and the Contractor shall share such loss in accordance with the table below.

Loss	MassHealth Share	Contractor Share
Between 0 and 2%	0%	100%
>2%	100%	0%

C. Risk Sharing Corridors for CY19 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 CY19. EOHHS and the Contractor shall share such gain in accordance with the table below.

Gain	MassHealth Share	MBHP 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 CY19. 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 2019 effective January 1, 2019, through December 31, 2019, 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 2019, 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 2019, by multiplying the following:

      i. The CBHI, ABA and SUD Add-On rates determined by EOHHS and provided to the Contactor 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 2019, 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 2019. 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 2019. 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 2019, 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 2019 will be a total of $2,950,000.

C. PCC Plan Management Support

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

Per Participant Per Month.....$1.25

D. Supplemental specialized inpatient psychiatric services per diem rate

EOHHS shall make supplemental 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 on quarterly basis in a format and at a frequency to be specified by EOHHS in **Appendix E**.

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 2019 DMH Compensation Payment for the Specialty Programs through December 31, 2019, shall be $10,498,388.00, 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 2019 amount shall be $8,680,000.
2. The monthly payment shall be $723,333.33.

C. DMH ESP expansion -- Safety initiatives:

1. The DMH ESP safety initiative payment shall be $1,403,388 for Contract Year 2019.
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 2019.

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 2019.
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 2019 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 2019 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 2019 shall be $3,862,500. The monthly payment for the DMH Payment for MCPAP for January–June 2019 shall be $329,166.67.

2. The monthly payment for the DMH Payment for MCPAP for July-December 2019 shall be $314,583.33.

3. The DMH payment for MCPAP administrative compensation for Contract Year 2019 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 2019.

4. 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 2019, within 60 days of the identification of such unspent portion unless otherwise agreed to by the parties.

Section 4. Other Non-MassHealth Payments

A. ESP Opioid Overdose Response Pilot Program

Contingent upon receipt of funds from The Department of Public Health (DPH), EOHHS will make a payment to the contractor for the ESP Opioid Overdose Response Pilot Program for Contract Year 2019 through June 30, 2019 in the amount of $179,000. The Contractor shall return to EOHHS any portion of the DPH payment for ESP Opioid Overdose Response Pilot program that it does not spend on the Pilot identified in the

annual reconciliation for Contract Year 2019, within 60 days of the identification of such unspent portion unless otherwise agreed to by the parties.

B. 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 2019.

C. Medication for Addiction Treatment (MAT) Access and Pain Management Support

1. Payment for activities related to Medication for Addiction Treatment (MAT) Access and Pain Management Support pursuant to **Section 4.7** shall be $750,000 for Contract Year 2019.

2. Payment for Incentives 5B and 5C pursuant to **Appendix G** shall be $50,000 for Contract Year 2019."

84. The Appendices are hereby amended by alphabetically adding **Appendix L** as follows:

Appendix L				
Commonwealth of Massachusetts Behavioral Health Minimum Fee Schedule				
Unique Code/Modifier Combinations				
Category of Service	**Procedure Code**	**Modifier Group**	**Procedure Description**	**Unit Cost**
MH and SA OP Services	90791	Doctoral Level (Child Psychiatrist)	Psychiatric Diagnostic Evaluation	$ 189.34
MH and SA OP Services	90791	Doctoral Level (MD / DO)	Psychiatric Diagnostic Evaluation	$ 151.95
MH and SA OP Services	90791	Doctoral Level (PhD, PsyD, EdD)	Psychiatric Diagnostic Evaluation	$ 130.44
MH and SA OP Services	90791	Nurse Practitioner/Board Certified RNCS and APRN-BC	Psychiatric Diagnostic Evaluation	$ 131.51
MH and SA OP Services	90791	Master's Level	Psychiatric Diagnostic Evaluation	$ 117.41
MH and SA OP Services	90791	Intern (PhD, PsyD, EdD)	Psychiatric Diagnostic Evaluation	$ 65.22
MH and SA OP Services	90791	Intern (Master's)	Psychiatric Diagnostic Evaluation	$ 58.71
MH and SA OP Services	90792	Doctoral Level (Child Psychiatrist)	Psychiatric Diagnostic Evaluation with Medical Services	$ 119.82
MH and SA OP Services	90792	Doctoral Level (MD / DO)	Psychiatric Diagnostic Evaluation with Medical Services	$ 103.92
MH and SA OP Services	90792	Nurse Practitioner/Board Certified RNCS and APRN-BC	Psychiatric Diagnostic Evaluation with Medical Services	$ 95.06
MH and SA OP Services	90832	Doctoral Level (Child Psychiatrist)	Individual Psychotherapy, approximately 20-30 minutes	$ 52.60
MH and SA OP Services	90832	Doctoral Level (MD / DO)	Individual Psychotherapy, approximately 20-30 minutes	$ 45.54
MH and SA OP Services	90832	Doctoral Level (PhD, PsyD, EdD)	Individual Psychotherapy, approximately 20-30 minutes	$ 44.22
MH and SA OP Services	90832	Nurse Practitioner/Board Certified RNCS and APRN-BC	Individual Psychotherapy, approximately 20-30 minutes	$ 42.96
MH and SA OP Services	90832	Master's Level	Individual Psychotherapy, approximately 20-30 minutes	$ 42.96
MH and SA OP Services	90832	Addiction Counselor	Individual Psychotherapy, approximately 20-30 minutes	$ 29.94
MH and SA OP Services	90832	Intern (PhD, PsyD, EdD)	Individual Psychotherapy, approximately 20-30 minutes	$ 22.11
MH and SA OP Services	90832	Intern (Master's)	Individual Psychotherapy, approximately 20-30 minutes	$ 21.44
MH and SA OP Services	90833	Doctoral Level (MD / DO)	Psychotherapy, 30 minutes, when Performed with an Evaluation and Management Service	$ 31.77
MH and SA OP Services	90833	Nurse Practitioner/Board Certified RNCS and APRN-BC	Psychotherapy, 30 minutes, when Performed with an Evaluation and Management Service	$ 31.77
MH and SA OP Services	90834	Doctoral Level (Child Psychiatrist)	Individual Psychotherapy, approximately 45 minutes	$ 105.18
MH and SA OP Services	90834	Doctoral Level (MD / DO)	Individual Psychotherapy, approximately 45 minutes	$ 92.42
MH and SA OP Services	90834	Doctoral Level (PhD, PsyD, EdD)	Individual Psychotherapy, approximately 45 minutes	$ 87.17

MH and SA OP Services	90834	Nurse Practitioner/Board Certified RNCS and APRN-BC	Individual Psychotherapy, approximately 45 minutes	$ 85.91
MH and SA OP Services	90834	Master's Level	Individual Psychotherapy, approximately 45 minutes	$ 85.91
MH and SA OP Services	90834	Addiction Counselor	Individual Psychotherapy, approximately 45 minutes	$ 53.34
MH and SA OP Services	90834	Intern (PhD, PsyD, EdD)	Individual Psychotherapy, approximately 45 minutes	$ 43.62
MH and SA OP Services	90834	Intern (Master's)	Individual Psychotherapy, approximately 45 minutes	$ 42.96
MH and SA OP Services	90836	Doctoral Level (MD / DO)	Psychotherapy, 45 minutes, when Performed with an Evaluation and Management Service	$ 51.58
MH and SA OP Services	90836	Nurse Practitioner/Board Certified RNCS and APRN-BC	Psychotherapy, 45 minutes, when Performed with an Evaluation and Management Service	$ 51.58
MH and SA OP Services	90837	Doctoral Level (Child Psychiatrist)	Psychotherapy, 60 minutes	$ 105.18
MH and SA OP Services	90837	Doctoral Level (MD / DO)	Psychotherapy, 60 minutes	$ 92.42
MH and SA OP Services	90837	Doctoral Level (PhD, PsyD, EdD)	Psychotherapy, 60 minutes	$ 87.17
MH and SA OP Services	90837	Nurse Practitioner/Board Certified RNCS and APRN-BC	Psychotherapy, 60 minutes	$ 85.91
MH and SA OP Services	90837	Master's Level	Psychotherapy, 60 minutes	$ 85.91
MH and SA OP Services	90837	Intern (PhD, PsyD, EdD)	Psychotherapy, 60 minutes	$ 43.62
MH and SA OP Services	90837	Intern (Master's)	Psychotherapy, 60 minutes	$ 42.96
MH and SA OP Services	90838	Doctoral Level (MD / DO)	Psychotherapy, 60 minutes, when Performed with an Evaluation and Management Service	$ 83.11
MH and SA OP Services	90838	Nurse Practitioner/Board Certified RNCS and APRN-BC	Psychotherapy, 60 minutes, when Performed with an Evaluation and Management Service	$ 83.11
MH and SA OP Services	90847	Doctoral Level (Child Psychiatrist)	Family Psychotherapy (conjoint psychotherapy) (with patient present)	$ 128.56
MH and SA OP Services	90847	Doctoral Level (MD / DO)	Family Psychotherapy (conjoint psychotherapy) (with patient present)	$ 97.84
MH and SA OP Services	90847	Doctoral Level (PhD, PsyD, EdD)	Family Psychotherapy (conjoint psychotherapy) (with patient present)	$ 91.34
MH and SA OP Services	90847	Nurse Practitioner/Board Certified RNCS and APRN-BC	Family Psychotherapy (conjoint psychotherapy) (with patient present)	$ 88.68
MH and SA OP Services	90847	Master's Level	Family Psychotherapy (conjoint psychotherapy) (with patient present)	$ 88.68
MH and SA OP Services	90847	Addiction Counselor	Family Psychotherapy (conjoint psychotherapy) (with patient present)	$ 58.56
MH and SA OP Services	90847	Intern (PhD, PsyD, EdD)	Family Psychotherapy (conjoint psychotherapy) (with patient present)	$ 45.66
MH and SA OP Services	90847	Intern (Master's)	Family Psychotherapy (conjoint psychotherapy) (with patient present)	$ 44.34
MH and SA OP Services	90853	Doctoral Level (Child Psychiatrist)	Group psychotherapy (other than of a multiple-family group)	$ 42.08
MH and SA OP	90853	Doctoral Level (MD / DO)	Group psychotherapy (other than of a multiple-family	$ 35.31

Services			group)	
MH and SA OP Services	90853	Doctoral Level (PhD, PsyD, EdD)	Group psychotherapy (other than of a multiple-family group)	$ 32.60
MH and SA OP Services	90853	Nurse Practitioner/Board Certified RNCS and APRN-BC	Group psychotherapy (other than of a multiple-family group)	$ 30.00
MH and SA OP Services	90853	Master's Level	Group psychotherapy (other than of a multiple-family group)	$ 30.00
MH and SA OP Services	90853	Addiction Counselor	Group psychotherapy (other than of a multiple-family group)	$ 22.17
MH and SA OP Services	90853	Intern (PhD, PsyD, EdD)	Group psychotherapy (other than of a multiple-family group)	$ 16.33
MH and SA OP Services	90853	Intern (Master's)	Group psychotherapy (other than of a multiple-family group)	$ 15.00
MH and SA OP Services	90882	Doctoral Level (Child Psychiatrist)	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers or institutions.	$ 46.46
MH and SA OP Services	90882	Doctoral Level (MD / DO)	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers or institutions.	$ 40.30
MH and SA OP Services	90882	Doctoral Level (PhD, PsyD, EdD)	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers or institutions.	$ 21.79
MH and SA OP Services	90882	Nurse Practitioner/Board Certified RNCS and APRN-BC	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers or institutions.	$ 34.87
MH and SA OP Services	90882	Master's Level	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers or institutions.	$ 21.48
MH and SA OP Services	90882	Intern (PhD, PsyD, EdD)	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers or institutions.	$ 10.91
MH and SA OP Services	90882	Intern (Master's)	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers or institutions.	$ 10.74
MH and SA OP Services	90887	Doctoral Level (Child Psychiatrist)	Interpretation or explanation of results of psychiatric, other medical examinations and procedures, or other accumulated data to family or other responsible persons, or advising them how to assist patient	$ 46.46
MH and SA OP Services	90887	Doctoral Level (MD / DO)	Interpretation or explanation of results of psychiatric, other medical examinations and procedures, or other accumulated data to family or other responsible persons, or advising them how to assist patient	$ 40.30
MH and SA OP Services	90887	Doctoral Level (PhD, PsyD, EdD)	Interpretation or explanation of results of psychiatric, other medical examinations and procedures, or other accumulated data to family or other responsible persons, or advising them how to assist patient	$ 21.79
MH and SA OP Services	90887	Nurse Practitioner/Board Certified RNCS and APRN-BC	Interpretation or explanation of results of psychiatric, other medical examinations and procedures, or other accumulated data to family or other responsible persons, or advising them how to assist patient	$ 34.87
MH and SA OP Services	90887	Master's Level	Interpretation or explanation of results of psychiatric, other medical examinations and procedures, or other accumulated data to family or other responsible persons, or advising them how to assist patient	$ 21.48
MH and SA OP Services	90887	Intern (PhD, PsyD, EdD)	Interpretation or explanation of results of psychiatric, other medical examinations and procedures, or other accumulated data to family or other responsible persons, or advising them how to assist patient	$ 10.91

MH and SA OP Services	90887	Intern (Master's)	Interpretation or explanation of results of psychiatric, other medical examinations and procedures, or other accumulated data to family or other responsible persons, or advising them how to assist patient	$ 10.74
MH and SA OP Services	96372	Doctoral Level (MD / DO)	Therapeutic, Prophylactic or Diagnostic Injection; subcutaneous or intramuscular	$ 9.47
MH and SA OP Services	96372	Nurse Practitioner/Board Certified RNCS and APRN-BC	Therapeutic, Prophylactic or Diagnostic Injection; subcutaneous or intramuscular	$ 9.47
MH and SA OP Services	99201	Doctoral Level (Child Psychiatrist)	Evaluation and Management for New Patient, 10 minutes	$ 39.49
MH and SA OP Services	99201	Doctoral Level (MD / DO)	Evaluation and Management for New Patient, 10 minutes	$ 34.25
MH and SA OP Services	99201	Nurse Practitioner/Board Certified RNCS and APRN-BC	Evaluation and Management for New Patient, 10 minutes	$ 32.21
MH and SA OP Services	99202	Doctoral Level (Child Psychiatrist)	Evaluation and Management for New Patient, 20 minutes	$ 68.41
MH and SA OP Services	99202	Doctoral Level (MD / DO)	Evaluation and Management for New Patient, 20 minutes	$ 59.33
MH and SA OP Services	99202	Nurse Practitioner/Board Certified RNCS and APRN-BC	Evaluation and Management for New Patient, 20 minutes	$ 55.25
MH and SA OP Services	99203	Doctoral Level (Child Psychiatrist)	Evaluation and Management for New Patient, 30 minutes	$ 98.68
MH and SA OP Services	99203	Doctoral Level (MD / DO)	Evaluation and Management for New Patient, 30 minutes	$ 85.58
MH and SA OP Services	99203	Nurse Practitioner/Board Certified RNCS and APRN-BC	Evaluation and Management for New Patient, 30 minutes	$ 79.46
MH and SA OP Services	99204	Doctoral Level (Child Psychiatrist)	Evaluation and Management for New Patient, 45 minutes	$ 149.09
MH and SA OP Services	99204	Doctoral Level (MD / DO)	Evaluation and Management for New Patient, 45 minutes	$ 129.30
MH and SA OP Services	99204	Nurse Practitioner/Board Certified RNCS and APRN-BC	Evaluation and Management for New Patient, 45 minutes	$ 121.14
MH and SA OP Services	99205	Doctoral Level (Child Psychiatrist)	Evaluation and Management for New Patient, 60 minutes	$ 185.17
MH and SA OP Services	99205	Doctoral Level (MD / DO)	Evaluation and Management for New Patient, 60 minutes	$ 160.59
MH and SA OP Services	99205	Nurse Practitioner/Board Certified RNCS and APRN-BC	Evaluation and Management for New Patient, 60 minutes	$ 150.39
MH and SA OP Services	99211	Doctoral Level (Child Psychiatrist)	Evaluation and Management for an Established Patient, 5 minutes	$ 19.88
MH and SA OP Services	99211	Doctoral Level (MD / DO)	Evaluation and Management for an Established Patient, 5 minutes	$ 17.24
MH and SA OP Services	99211	Nurse Practitioner/Board Certified RNCS and APRN-BC	Evaluation and Management for an Established Patient, 5 minutes	$ 15.71
MH and SA OP Services	99212	Doctoral Level (Child Psychiatrist)	Evaluation and Management for an Established Patient, 10 minutes	$ 40.99

MH and SA OP Services	99212	Doctoral Level (MD / DO)	Evaluation and Management for an Established Patient, 10 minutes	$ 35.55
MH and SA OP Services	99212	Nurse Practitioner/Board Certified RNCS and APRN-BC	Evaluation and Management for an Established Patient, 10 minutes	$ 32.49
MH and SA OP Services	99213	Doctoral Level (Child Psychiatrist)	Evaluation and Management for an Established Patient, 15 minutes	$ 73.98
MH and SA OP Services	99213	Doctoral Level (MD / DO)	Evaluation and Management for an Established Patient, 15 minutes	$ 63.15
MH and SA OP Services	99213	Nurse Practitioner/Board Certified RNCS and APRN-BC	Evaluation and Management for an Established Patient, 15 minutes	$ 54.84
MH and SA OP Services	99214	Doctoral Level (Child Psychiatrist)	Evaluation and Management for an Established Patient, 25 minutes	$ 130.89
MH and SA OP Services	99214	Doctoral Level (MD / DO)	Evaluation and Management for an Established Patient, 25 minutes	$ 86.37
MH and SA OP Services	99214	Nurse Practitioner/Board Certified RNCS and APRN-BC	Evaluation and Management for an Established Patient, 25 minutes	$ 77.46
MH and SA OP Services	99215	Doctoral Level (Child Psychiatrist)	Evaluation and Management for an Established Patient, 40 minutes	$ 130.89
MH and SA OP Services	99215	Doctoral Level (MD / DO)	Evaluation and Management for an Established Patient, 40 minutes	$ 113.52
MH and SA OP Services	99215	Nurse Practitioner/Board Certified RNCS and APRN-BC	Evaluation and Management for an Established Patient, 40 minutes	$ 103.84
MH and SA OP Services	99231	Doctoral Level (Child Psychiatrist)	Subsequent Hospital Care for Eval and Management, 15 minutes	$ 70.97
MH and SA OP Services	99231	Doctoral Level (MD / DO)	Subsequent Hospital Care for Eval and Management, 15 minutes	$ 53.88
MH and SA OP Services	99231	Doctoral Level (PhD, PsyD, EdD)	Subsequent Hospital Care for Eval and Management, 15 minutes	$ 51.72
MH and SA OP Services	99231	Nurse Practitioner/Board Certified RNCS and APRN-BC	Subsequent Hospital Care for Eval and Management, 15 minutes	$ 43.15
MH and SA OP Services	99232	Doctoral Level (Child Psychiatrist)	Subsequent Hospital Care for Eval and Management, 25 minutes	$ 106.46
MH and SA OP Services	99232	Doctoral Level (MD / DO)	Subsequent Hospital Care for Eval and Management, 25 minutes	$ 80.17
MH and SA OP Services	99232	Doctoral Level (PhD, PsyD, EdD)	Subsequent Hospital Care for Eval and Management, 25 minutes	$ 76.96
MH and SA OP Services	99232	Nurse Practitioner/Board Certified RNCS and APRN-BC	Subsequent Hospital Care for Eval and Management, 25 minutes	$ 64.21
MH and SA OP Services	99233	Doctoral Level (Child Psychiatrist)	Subsequent Hospital Care for Eval and Management, 35 minutes	$ 141.96
MH and SA OP Services	99233	Doctoral Level (MD / DO)	Subsequent Hospital Care for Eval and Management, 35 minutes	$ 106.90
MH and SA OP Services	99233	Doctoral Level (PhD, PsyD, EdD)	Subsequent Hospital Care for Eval and Management, 35 minutes	$ 102.62
MH and SA OP Services	99233	Nurse Practitioner/Board Certified RNCS and APRN-BC	Subsequent Hospital Care for Eval and Management, 35 minutes	$ 85.62
MH and SA OP Services	99251	Doctoral Level (Child Psychiatrist)	Initial Inpatient Consultation, 20 minutes	$ 95.22

MH and SA OP Services	99251	Doctoral Level (MD / DO)	Initial Inpatient Consultation, 20 minutes	$ 72.27
MH and SA OP Services	99251	Doctoral Level (PhD, PsyD, EdD)	Initial Inpatient Consultation, 20 minutes	$ 69.38
MH and SA OP Services		Nurse Practitioner/Board Certified RNCS and APRN-BC	Initial Inpatient Consultation, 40 minutes	$ 57.88
MH and SA OP Services	99252	Doctoral Level (Child Psychiatrist)	Initial Inpatient Consultation, 40 minutes	$ 142.83
MH and SA OP Services	99252	Doctoral Level (MD / DO)	Initial Inpatient Consultation, 40 minutes	$ 107.56
MH and SA OP Services	99252	Doctoral Level (PhD, PsyD, EdD)	Initial Inpatient Consultation, 40 minutes	$ 103.25
MH and SA OP Services	99252	Nurse Practitioner/Board Certified RNCS and APRN-BC	Initial Inpatient Consultation, 40 minutes	$ 86.15
MH and SA OP Services	99253	Doctoral Level (Child Psychiatrist)	Initial Inpatient Consultation, 55 minutes	$ 190.43
MH and SA OP Services	99253	Doctoral Level (MD / DO)	Initial Inpatient Consultation, 55 minutes	$ 143.40
MH and SA OP Services	99253	Doctoral Level (PhD, PsyD, EdD)	Initial Inpatient Consultation, 55 minutes	$ 137.67
MH and SA OP Services	99253	Nurse Practitioner/Board Certified RNCS and APRN-BC	Initial Inpatient Consultation, 55 minutes	$ 114.86
MH and SA OP Services	99254	Doctoral Level (Child Psychiatrist)	Initial Inpatient Consultation, 80 minutes	$ 255.41
MH and SA OP Services	99254	Doctoral Level (MD / DO)	Initial Inpatient Consultation, 80 minutes	$ 191.80
MH and SA OP Services	99254	Nurse Practitioner/Board Certified RNCS and APRN-BC	Initial Inpatient Consultation, 80 minutes	$ 153.64
MH and SA OP Services	99255	Doctoral Level (Child Psychiatrist)	Initial Inpatient Consultation - Comprehensive, 110 minutes	$ 336.47
MH and SA OP Services	99255	Doctoral Level (MD / DO)	Initial Inpatient Consultation - Comprehensive, 110 minutes	$ 252.34
MH and SA OP Services	99255	Nurse Practitioner/Board Certified RNCS and APRN-BC	Initial Inpatient Consultation - Comprehensive, 110 minutes	$ 202.12
MH and SA OP Services	99402	Doctoral Level (PhD, PsyD, EdD)	Preventative Medicine Counseling , 30 minutes (Psychological Testing)	$ 40.98
MH and SA OP Services	99402	Intern (PhD, PsyD, EdD)	Preventative Medicine Counseling, 30 minutes (Psychological Testing)	$ 20.50
MH and SA OP Services	99404	Doctor (Child / Adolescent MD / DO)	Preventative Medicine Counseling, 60 minutes (Counseling and/or Risk Factor Reduction Intervention)	$ 153.27
MH and SA OP Services	99404	Doctoral Level (MD / DO)	Preventative Medicine Counseling, 60 minutes (Counseling and/or Risk Factor Reduction Intervention)	$ 177.11
MH and SA OP Services	99404	Nurse Practitioner/Board Certified RNCS and APRN-BC	Preventative Medicine Counseling, 60 minutes (Counseling and/or Risk Factor Reduction Intervention)	$ 153.27

Diversionary Services	H0015		Alcohol and/or drug services; intensive outpatient (treatment program that operates at least 3 hours/day and at least 3 days/week and is ased on an individualized treatment plan) including assessment, counseling; crisis intervention, and activity therapies or education. (Enhanced Structured Outpatient Addiction Program - SOAP with Motivational Interviewing Counseling)	$ 80.30
Diversionary Services	H0015		Alcohol and/or drug services; intensive outpatient (treatment program that operates at least 3 hours/day and at least 3 days/week and is ased on an individualized treatment plan) including assessment, counseling; crisis intervention, and activity therapies or education. (Structured Outpatient Addiction Program (SOAP) with Motivational Interviewing)	$ 71.59
Diversionary Services	H2012	+	Behavioral Health Day Treatment, per hour (Psychiatric Day Treatment)	$ 12.83
Diversionary Services	H2012		Behavioral Health Day Treatment, per hour (Enhanced Psychiatric Day Treatment)	$ 13.22
Diversionary Services	H2015	+	Comprehensive community support services, per 15 minutes (Community Support Program)	$ 9.53
Diversionary Services	H2015		Comprehensive community support services, per 15 minutes (Community Support Program - Cultural Broker)	$ 10.39
Diversionary Services	H2020	+	Therapeutic behavioral services, per diem (Dialectical Behavior Therapy)	$ 26.50
Diversionary Services	S9484	+	Crisis intervention mental health services, per hour (Urgent Outpatient Services)	$ 147.57
MH and SA OP Services	97810		Acupuncture, 1 or more needles; without electrical simulation, initial 15 minutes of personal one-to-one contact. (Adult or Adolescent)	$ 19.84
MH and SA OP Services	97811		Acupuncture, 1 or more needles; without electrical simulation, each additional 15 minutes of personal one-to-one contact with re-insertion of needle(s). (Adult or Adolescent)	$ 19.84
MH and SA OP Services	H0014	+	Alcohol and/or drug services; ambulatory detoxification (Adult or Adolescent)	$ 227.65
MH and SA OP Services	H0020	+	Alcohol and/or drug services; methadone administration and/or service (Dosing)	$ 11.43
MH and SA OP Services	H0020/T1006		Alcohol and/or drug services; methadone administration and/or service (Family/couple counseling); 1 unit = 60 minutes	$ 84.79
MH and SA OP Services	H0020/H0005		Alcohol and/or drug services; methadone administration and/or service (Group counseling); 1 unit = 60 to 90 minutes	$ 28.68
MH and SA OP Services	H0020		Alcohol and/or drug services; methadone administration and/or service (Individual counseling); 1 unit = 30 minutes	$ 41.16
MH and SA OP Services	H0004		Alcohol and/or drug services; methadone administration and/or service (Individual counseling); 1 unit = 15 minutes	$ 20.58
Adult ESP Services	90887		Interpretation or explanation of results of psychiatric, other medical examinations and procedures, or other accumulated data to family or other responsible persons, or advising them how to assist patient (Emergency Service Program Risk	$ 18.85

			Management/Safety Planning Services)	
Adult ESP Services	99215		Evaluation and Management for an Established Patient (Emergency Service Program)	$ 160.63
Adult ESP Services	S9485	Doctoral Level (MD / DO)	Crisis intervention mental health services, per diem (Emergency Service Program Mobile Non-emergency Department)	$ 584.65
Adult ESP Services	S9485		Crisis intervention mental health service, per diem (Emergency Service Program Mobile Non-Emergency Department - Uninsured)	$ 538.00
Adult ESP Services	S9485		Crisis intervention mental health services, per diem (Emergency Service Program Community Based)	$ 530.84
Adult ESP Services	S9485		Crisis intervention mental health services, per diem (Emergency Service Program Community Based - Uninsured)	$ 488.00
Adult ESP Services	S9485		Crisis intervention mental health services, per diem (Emergency Service Program Hospital Emergency Room)	$ 504.97
Adult ESP Services	S9485		Crisis intervention mental health services, per diem (Emergency Service Program's Adult Community Crisis Stabilization Day 1)	$ 362.17
Adult ESP Services	S9485		Crisis intervention mental health services, per diem (Emergency Service Program's Adult Community Crisis Stabilization Day 2-5)	$ 504.97
Adult ESP Services	S9485		Crisis intervention mental health services, per diem (Emergency Service Program's Adult Community Crisis Stabilization Day 6 and After)	$ 362.17
Other Outpatient	90870	+	Electroconvulsive therapy (includes necessary monitoring)	$ 630.95
Other Outpatient	96112	Doctoral Level (PhD, PsyD, EdD)	Developmental Testing administration (including assessment of fine and/or gross motor, language, cognitive level, social, memory and/or executive functions by standardized developmental instruments when performed), by physician or other qualified health care professional, with interpretation and report; first hour (Learning Disorders)	$ 180.72
Other Outpatient	96113	Doctoral Level (PhD, PsyD, EdD)	Each additional 30 minutes (List separately in addition to code for primary procedure) (Developmental/Behavioral Sreening and Testing)	$ 90.36
Other Outpatient	96130	Doctoral Level (PhD, PsyD, EdD)	Psychological testing evaluation services by physician or other qualified health care professional, including integratin of patient data, interpretation of standardized test results and cinical data, clinicial decision making, treatment planning and report, and interactive feedback to the patient, family member(s) or caregiver(s), when performed; first hour	$ 91.39
Other Outpatient	96131	Doctoral Level (PhD, PsyD, EdD)	Each additional hour (List separately in addition to code for primary procedure)	$ 91.39
Other Outpatient	96132	Doctoral Level (PhD, PsyD, EdD)	Neuropsychological testing evaluation services by physician or other qualified health care professional, including integration of patient data, interpretation of standardized test results and clinical data, clinical decision making, treatment planning and report, and interactive feedback to the patient, family member(s) or caregiver(s), when performed; first hour	$ 91.39

Other Outpatient	96133	Doctoral Level (PhD, PsyD, EdD)	Each additional hour (List separately in addition to code for primary procedure)	$ 91.39
Other Outpatient	96136	Doctoral Level (PhD, PsyD, EdD)	Psychological or neuropsychological test administration and scoring by physician or other qualified health care professional, two or more tests, any method; first 30 minutes (Test administration and scoring by professional)	$ 45.70
Other Outpatient	96137	Doctoral Level (PhD, PsyD, EdD)	Eash additional 30 minutes (List separately in addition to code for primary procedure) (Test administration and scoring by professional)	$ 45.70
Other Outpatient	96138	Technician/Intern (Master's)	Psychological or neuropsychological test administration and scoring by technician, two or more tests, any method; first 30 minutes	$ 22.85
Other Outpatient	96139	Technician/Intern (Master's)	Each additional 30 minutes (List separately in addition to code for primary procedure) (Test administration and scoring by technician)	$ 22.85
Other Outpatient	H0032	Master's Level	Mental health service plan development by a nonphysician (Bridge consultation inpatient/outpatient)	$ 166.67
Other Outpatient	H0046	Doctoral Level (Child Psychiatrist)	Mental health services, not otherwise specified (Collateral Contact)	$ 46.46
Other Outpatient	H0046	Doctoral Level (MD/DO)	Mental health services, not otherwise specified (Collateral Contact)	$ 40.30
Other Outpatient	H0046	Doctoral Level (PhD, PsyD, EdD)	Mental health services, not otherwise specified (Collateral Contact)	$ 21.79
Other Outpatient	H0046	Nurse Practitioner/Board Certified RNCS and APRN-BC	Mental health services, not otherwise specified (Collateral Contact)	$ 34.87
Other Outpatient	H0046	Master's Level	Mental health services, not otherwise specified (Collateral Contact)	$ 21.48
Other Outpatient	H0046	Addiction Counselor	Mental health services, not otherwise specified (Collateral Contact)	$ 21.48
Other Outpatient	H0046	Intern (PhD, PsyD, EdD)	Mental health services, not otherwise specified (Collateral Contact)	$ 10.91
Other Outpatient	H0046	Intern (Master's)	Mental health services, not otherwise specified (Collateral Contact)	$ 10.74
Other Outpatient	H2028		Sexual offender treatment service, per 15 minutes (ASAP - Assessment for Safe and Appropriate Placement)	$ 22.79