

101 CMR: EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

101 CMR 426.00: RATES FOR CERTAIN ADULT COMMUNITY MENTAL HEALTH SERVICES

Section

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426.01: General Provisions

- (1) Scope. 101 CMR 426.00 governs the payment rates for certain adult community mental health services purchased by governmental units.
- (2) Applicable Dates of Service. Rates contained in 101 CMR 426.00 apply for dates of service provided on or after January 1, 2023.
- (3) Disclaimer of Authorization of Services. 101 CMR 426.00 is neither authorization for nor approval of the services for which rates are determined pursuant to 101 CMR 426.00. Governmental units that purchase the services described in 101 CMR 426.00 are responsible for the definition, authorization, and approval of services extended to clients.
- (4) Administrative Bulletins. EOHHS may issue administrative bulletins to clarify its policy on substantive provisions of 101 CMR 426.00.

426.02: Definitions

As used in 101 CMR 426.00, unless the context requires otherwise, terms have the meanings in 101 CMR 426.02.

Client. An individual who receives certain adult community mental health services purchased by a governmental unit.

Cost Report. The document used to report costs and other financial and statistical data. The Uniform Financial Statements and Independent Auditor's Report (UFR) is used when required.

EOHHS. The Executive Office of Health and Human Services established under M.G.L. c. 6A.

Governmental Unit. The Commonwealth, any board, commission, department, division, or agency of the Commonwealth and any political subdivision of the Commonwealth.

Group Living Environment (GLE). This temporary setting provides a clinically oriented environment and structure in which staff is present on a planned staffing schedule. The setting provides increased treatment and engagement interventions to enable the client to develop the skills necessary to live in a more independent setting. Clients residing in GLEs can also receive supervision and support from an Integrated Team. Certain GLE staff members are part of the

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Integrated Team and perform the duties and responsibilities of the direct care staff members of the Team for clients residing in the GLEs.

Integrated Team. A multi-disciplinary team of clinical, direct care, and peer staff providing clinical interventions, housing services, and peer and family support to facilitate engagement, support functioning and community living skill development, and maximize self-management consistent with the treatment plan.

Intensive Group Living Environment Services. This group living setting provides clients with the service components and specific clinical interventions particular to a defined service model for which they are referred. The Intensive Group Living Environment Service locations will be designated by the purchasing governmental unit. The following are the intensive GLE services.

(a) Medically Intensive Group Living Environment. Provides daily medical management that may be complicated by symptoms and/or behaviors related to the client's mental health. In addition to medical management and other rehabilitative services, clients receive support and supervision services as their needs indicate.

(b) Intensive Behavioral Group Living Environment. Provides increased therapeutic interventions and supervision that focus on identifying triggers and precipitant behaviors, coping skills, improving communication skills, addressing issues around substance use, and identifying and resolving barriers to more independent community living and employment. Other rehabilitative, support, and supervision services are provided to clients as their needs indicate.

(c) Intensive Behavioral Assessment Group Living Environment. Provides an intensive level of supervision, including one to one (line of sight) coaching on a consistent basis throughout the day. Coaching interventions focus on identifying and practicing pro-social communication and community engagement. Rehabilitation and other support services are provided to clients, as their needs indicate.

(d) Intensive Fire Safety Group Living Environment. Provides enhanced supervision and monitoring for fire setting behavior, therapeutic interventions to address individually identified risk behaviors assessed in the Fire Setting Behavior Evaluation, and a special physical setting to minimize the risk of fire. Rehabilitative, support, and supervision services are provided to clients as their needs indicate.

(e) Clinically Intensive Group Living Environment. Delivers rapid response to a client's emerging clinical needs including, but not limited to, symptom management, de-escalation strategies, or one to one assistance. Clients enrolled in this program require either an experience of a length of stay in a Department of Mental Health (DMH) Continuing Care Hospital for two years or more or prior histories of multiple failed efforts in standard DMH community services. The program is designed to develop, implement, and monitor person centered clinically intensive care. Other rehabilitative, support, and supervision services are provided to clients as their needs indicate.

(f) Intensive Dialectical Behavioral Therapy Group Living Environment. Delivers therapeutic interventions to increase awareness of emotional triggers, manage personal safety, coaching emotional regulation skills and improving skills for social interactions. Intensive Dialectical Behavioral Therapy supports clients to meet the community integration goals, including employment, education, and independent housing. Other rehabilitative, support, and supervision services are provided to clients as their needs indicate.

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(g) Enhanced Medical Group Living Environment. Provides a variety of skilled health care and supportive services, including nursing and hands-on personal care to clients with serious mental illness in addition to compounding medical needs. These services are designed to meet and support the daily needs of clients with chronic medical conditions, terminal illnesses, and/or disabilities that are impacted by their significant mental illness.

Lease Management. A lease management function responsible for managing client leasing requirements for those clients enrolled in Adult Community Clinical Services (ACCS) who are benefitting from sponsor-based rental assistance. Covered lease management activities include those leasing arrangements where the ACCS provider is directly involved in the category of sponsor-based leasing.

Provider. Any individual, group, partnership, trust, corporation, or other legal entity that offers services for purchase by a governmental unit and that meets the conditions of purchase or licensure that have been adopted by a purchasing governmental unit.

Reporting Year. The provider's fiscal year for which costs incurred are reported to the Operational Services Division on the Uniform Financial Statements and Independent Auditor's Report (UFR).

Supported Independent Environments (SIE). This setting provides clinical outreach and treatment in an environment with individual or shared units and staff present on a planned schedule within the setting, generally within an office or separate unit. Clients residing in SIEs can also receive supervision and support from an Integrated Team. Certain SIE staff members are part of the Integrated Team and perform the duties and responsibilities of the direct care staff members of the team for clients residing in the SIEs.

426.03: Rate Provisions

(1) Services Included in the Rate. The approved rate includes payment for all care and services that are part of the program of services of an eligible provider, as explicitly set forth in the terms of the purchase agreement between the eligible provider and the purchasing governmental unit(s).

(2) Reimbursement as Full Payment. Each eligible provider must, as a condition of acceptance of payment made by any purchasing governmental units for services rendered, accept the approved program rate as full payment and discharge of all obligations for the services rendered. Payment from any other source will be used to offset the amount of the purchasing governmental unit's obligation for services rendered to the publicly assisted client.

(3) Payment Limitations.

- (a) No purchasing governmental unit may pay less than or more than the approved program rate.
- (b) Governmental units do not pay for Integrated Team services for clients residing in Intensive Group Living Environment service locations.

(4) Administrative Adjustment for Extraordinary Circumstances. A method whereby, subject to availability of funds, a purchasing governmental unit may provide additional resource allocations to a qualified provider in response to unusual and unforeseen circumstances that substantially increase the

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cost of service delivery in ways not contemplated in the development of current rates. It must be demonstrated that such cost increases gravely threaten the stability of service provision such that client or consumer access to necessary services is at risk. The purchasing governmental unit will evaluate the need for the administrative adjustment, determine whether funding is available, and convey that information to EOHHS for review to determine the amount of any adjustment.

(5) Approved Rates. The approved rate is the lower of the provider's charge or amount accepted as payment from another payer or the rate listed in 101 CMR 426.03(5).

(a) Service Rates.

<b>Program Service Model</b>	<b>Per Enrolled Day Rate</b>
Integrated Team	\$46.32
Integrated Team with GLE/SIE	\$31.65
Supervised Group Living Environment (GLEs):	
Fewer than 13 Beds (Standard GLEs):	
Four to Six Beds	\$295.48
Seven to Nine Beds	\$210.26
Ten to 12 Beds	\$171.52
Supported Independent Environments (SIEs):	
13 to 16 Beds (Model A)	\$72.92
17 to 25 Beds (Model B)	\$57.65
26 to 35 Beds (Model C)	\$42.39
Intensive Group Living Environment Services:	
Medically Intensive Group Living Environment: Four to Six Beds	\$437.99
Medically Intensive Group Living Environment: Seven to Nine Beds	\$365.00
Medically Intensive Group Living Environment: Ten to 12 Beds	\$328.56
Intensive Behavioral Group Living Environment: Four to Six Beds	\$467.91
Intensive Behavioral Group Living Environment: Seven to Nine Beds	\$354.13
Intensive Behavioral Group Living Environment: Ten to 12 Beds	\$304.44
Intensive Behavioral Assessment Group Living Environment: Four to Six Beds	\$377.36
Intensive Behavioral Assessment Group Living Environment: Ten to 12 Beds	\$261.93
Intensive Fire Safety Group Living Environment: Four to Six Beds	\$451.36
Clinically Intensive Group Living Environment: Four to Six Beds	\$504.21
Clinically Intensive Group Living Environment: Seven to Nine Beds	\$444.76
Clinically Intensive Group Living Environment: Ten to 12 Beds	\$407.84
Intensive Dialectical Behavioral Therapy Group Living Environment: Four to Six Beds	\$433.69
Intensive Dialectical Behavioral Therapy Group Living Environment: Seven to Nine Beds	\$339.30
Enhanced Medical Group Living Environment: Four to Six Beds	\$529.81

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<b>Program Service Model</b>	<b>Per Enrolled Day Rate</b>
Enhanced Medical Group Living Environment: Seven to Nine Beds	\$427.20
Enhanced Medical Group Living Environment: Ten to 12 Beds	\$403.27
<b>Program Service Model Add-on</b>	<b>Per Client, per Month</b>
Lease Management Add-on	\$29.09

(b) Occupancy Rates.

1. Occupancy rates are determined by multiplying \$13,015 by the applicable regional occupancy modifier listed below at 101 CMR 426.03(5)(b)3. This is then multiplied by the provider's total bed capacity to arrive at the occupancy rate.
2. The occupancy rate is determined on an annual basis and paid in 12 monthly units.
3. The applicable regional modifier determination for towns and cities that appear in more than one region is at the discretion of the purchasing governmental unit.

<b>Region</b>	<b>Occupancy Modifier</b>
Boston	107.4%
Brockton	100.9%
Buzzards Bay	97.7%
Fall River	100.4%
Fitchburg	98.9%
Framingham	101.3%
Greenfield	95.1%
Hyannis	98.9%
Lawrence	104.1%
Lowell	103.0%
New Bedford	100.0%
Pittsfield	95.2%
Springfield	96.2%
Worcester	100.9%

(5) Geographic Areas for the Regional Occupancy Modifier. The following cities and towns comprise the geographic areas encompassed by the Regional Occupancy Modifier.

- (a) Boston: Allston, Boston, Brighton, Chelsea, Dorchester, East Boston, Hyde Park, Jamaica Plain, Mattapan, Readville, Revere, Roslindale, Roxbury, South Boston, West Roxbury, Winthrop
- (b) Brockton: Abington, Bridgewater, Brockton, Carver, Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham, Hull, Kingston, Lakeville, Marion, Marshfield, Mattapoisett, Middleboro, Norwell, Pembroke, Plymouth, Plympton, Rochester, Rockland, Scituate, Wareham, West Bridgewater, Whitman
- (c) Buzzards Bay: Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Eastham, Edgartown, Falmouth, Gosnold, Harwich, Mashpee, Nantucket, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, Wellfleet, West Tisbury, West Yarmouth, Yarmouth

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- (d) Fall River: Fall River, Freetown, Somerset, Swansea, Westport
- (e) Fitchburg: Ashburnham, Athol, Auburn, Barre, Berlin, Blackstone, Bolton, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, East Brookfield, Fitchburg, Gardner, Grafton, Hardwick, Harvard, Holden, Hopedale, Hubbardston, Lancaster, Leicester, Lunenburg, Mendon, Milford, Millbury, Millville, New Braintree, North Brookfield, Northborough, Northbridge, Oakham, Oxford, Paxton, Petersham, Phillipston, Princeton, Royalston, Rutland, Shrewsbury, Southborough, Southbridge, Spencer, Sterling, Sturbridge, Sutton, Templeton, Upton, Uxbridge, Warren, Webster, West Boylston, West Brookfield, Westboro, Westminster, Winchendon, Worcester
- (f) Framingham: Acton, Arlington, Ashby, Ashland, Avon, Ayer, Bedford, Bellingham, Belmont, Billerica, Boxboro, Braintree, Brookline, Burlington, Cambridge, Canton, Carlisle, Chelmsford, Cohasset, Concord, Dedham, Dover, Dracut, Dunstable, Somerville, Stoneham, Stoughton, Stow, Sudbury, Tewksbury, Townsend, Tyngsboro, Wakefield, Walpole, Waltham, Watertown, Wayland, Wellesley, Westford, Weston, Westwood, Weymouth, Wilmington, Winchester, Woburn, Wrentham
- (g) Greenfield: Ashfield, Bernardston, Buckland, Charlemont, Colrain, Conway, Deerfield, Erving, Gill, Greenfield, Hawley, Heath, Leverett, Leyden, Monroe, Montague, New Salem, Northfield, Orange, Rowe, Shelburne Falls, Shutesbury, Sunderland, Warwick, Wendell, Whately
- (h) Hyannis: Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Eastham, Edgartown, Falmouth, Gosnold, Harwich, Mashpee, Nantucket, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, Wellfleet, West Tisbury, West Yarmouth, Yarmouth
- (i) Lawrence: Amesbury, Andover, Beverly, Boxford, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester By The Sea, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover
- (j) Lowell: Acton, Arlington, Ashby, Ashland, Avon, Ayer, Bedford, Bellingham, Belmont, Billerica, Boxboro, Braintree, Brookline, Burlington, Cambridge, Canton, Carlisle, Chelmsford, Cohasset, Concord, Dedham, Dover, Dracut, Dunstable, Somerville, Stoneham, Stoughton, Stow, Sudbury, Tewksbury, Townsend, Tyngsboro, Wakefield, Walpole, Waltham, Watertown, Wayland, Wellesley, Westford, Weston, Westwood, Weymouth, Wilmington, Winchester, Woburn, Wrentham
- (k) New Bedford: Acushnet, Dartmouth, Fairhaven, Gosnold, Marion, Mattapoisett, New Bedford, Onset, Rochester, Wareham
- (l) Pittsfield: Adams, Alford, Becket, Cheshire, Clarksburg, Dalton, Egremont, Florida, Great Barrington, Hancock, Hinsdale, Lanesboro, Lee, Lenox, Monterey, Mount Hermon, New Ashford, New Marlborough, North Adams, North Egremont, Otis, Peru, Pittsfield, Richmond, Savoy, Sheffield, Stockbridge, Tyringham, Washington, West Stockbridge, Williamstown, Windsor
- (m) Springfield: Agawam, Amherst, Belchertown, Blandford, Brimfield, Chester, Chesterfield, Chicopee, Cummington, East Longmeadow, Easthampton, Goshen, Granby, Granville, Hadley, Hampden, Hatfield, Holland, Holyoke, Huntington, Longmeadow, Ludlow, Middlefield, Monson, Montgomery, Northampton, Palmer, Pelham, Plainfield, Russell, South Hadley, Southampton, Southwick, Springfield, Tolland, Wales, Ware, West Springfield, Westfield, Westhampton, Wilbraham, Williamsburg, Worthington

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(n) Worcester: Ashburnham, Athol, Auburn, Barre, Berlin, Blackstone, Bolton, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, East Brookfield, Fitchburg, Gardner, Grafton, Hardwick, Harvard, Holden, Hopedale, Hubbardston, Lancaster, Leicester, Lunenburg, Mendon, Milford, Millbury, Millville, New Braintree, North Brookfield, Northborough, Northbridge, Oakham, Oxford, Paxton, Petersham, Phillipston, Princeton, Royalston, Rutland, Shrewsbury, Southborough, Southbridge, Spencer, Sterling, Sturbridge, Sutton, Templeton, Upton, Uxbridge, Warren, Webster, West Boylston, West Brookfield, Westboro, Westminster, Winchendon, Worcester

426.04: Filing and Reporting Requirements

(1) General Provisions.

(a) Accurate Data. All reports, schedules, additional information, books, and records that are filed or made available to EOHHS must be certified under pains and penalties of perjury as true, correct, and accurate by the executive director or chief financial officer of the provider.

(b) Examination of Records. Each provider must make available to EOHHS or the purchasing governmental unit upon request all records relating to its reported costs, including costs of any entity related by common ownership or control.

(2) Required Reports. Each provider must file

(a) an annual Uniform Financial Statements and Independent Auditor's Report completed in accordance with the filing requirements of 808 CMR 1.00: *Compliance, Reporting and Auditing for Human and Social Services*;

(b) any cost report supplemental schedule as issued by EOHHS; and

(c) any additional information requested by EOHHS within 21 days of a written request.

(3) Penalty for Noncompliance. The purchasing governmental unit may impose a penalty in the amount of up to 15% of its payments to any provider that fails to submit required information. The purchasing governmental unit will notify the provider in advance of its intention to impose a penalty under 101 CMR 426.04(3).

426.05: Severability

The provisions of 101 CMR 426.00 are severable. If any provision of 101 CMR 426.00 or application of such provision to any eligible provider or fiscal intermediary is held invalid or unconstitutional, such determination will not affect the validity or constitutionality of any remaining provisions of 101 CMR 426.00 or application of such provisions to eligible providers or fiscal intermediaries in circumstances other than those held invalid.

REGULATORY AUTHORITY

101 CMR 426.00: M.G.L. c. 118E.