INTEGRATED COMMUNITY WELLNESS CENTERS

A. OVERVIEW

The Department of Human Services (DHS) defines Integrated Community Wellness Centers (ICWC) as a service delivery model that requires coordinated, comprehensive and quality care. Additional requirements include the provision of nine (9) core services; common data collection and reporting on quality measures; and a payment system that reimburses providers for the prospective cost of delivering services.

Each ICWC will offer care that is person-centered and family-centered in accordance with the requirements of section 2402(2) of the Affordable Care Act (ACA), trauma-informed, and recovery-oriented, and that the integration of physical and behavioral health care will serve the "whole person".

The ICWC populations to be served are adults with serious mental illness, children with serious emotional disturbance, and those with long term and serious substance use disorders, as well as others with mental illness and substance use disorders.

B. CORE SERVICES

The Primary Contractor and/or its BH-MCO must contract with each ICWC to deliver the following nine core services:

- Crisis Mental Health Services, including 24- hour mobile crisis team, emergency crisis intervention, and crisis stabilization
- Targeted case management
- Outpatient mental health and substance use services
- Patient-centered treatment planning, including risk assessment and crisis planning
- Screening, assessment, and diagnosis, including risk assessment
- Psychiatric rehabilitation services
- Peer support and counselor services and family support
- Intensive, community-based mental health care for veterans and members of the military
- Outpatient clinic primary care screening and monitoring of key health indicators and health risk

C. PROSPECTIVE PAYMENT SYSTEM

Each ICWC will be paid via a monthly Prospective Payment System (PPS) rate. The Primary Contractor and/or its BH-MCO must pay each ICWC in its network the PPS rate for its enrolled ICWC members for the nine core services during the contract year. The PPS rates will be

incorporated into the Capitation rates. The Primary Contractor will be notified of each participating ICWC and the PPS rate to be paid in full via separate correspondence.

The Primary Contractor and/or its BH-MCO must ensure its provider agreement with each ICWC in its network reflects the new payment methodology (PPS).

D. DESIGNATED COLLABORATING ORGANIZATIONS

An ICWC is permitted to have a sub-contractual arrangement with one (1) or more Designated Collaborating Organizations (DCO) to provide one (1) or more of the required services. The DCO is not under the direct supervision of the ICWC but is engaged in a formal relationship with the ICWC and delivers services under the same requirements as the ICWC. However, the ICWC is financially and clinically responsible for the services provided by the DCO as defined by the sub-contractual arrangement.

Payment for the DCO is included within the scope of the ICWC PPS, and qualifying DCO rendered services will be reported through claims submitted by ICWCs to the BH-MCO. DCOs will receive payment for qualifying services through the ICWC in accordance with the sub-contractual arrangement.
Services of a DCO are distinct from *referred* service in that the ICWC is not financially and clinically responsible for referred services.
The Primary Contactor and/or its BH-MCO must ensure there are no duplicative payments to either the ICWC or its DCO.

E. DATA COLLECTION, REPORTING AND TRACKING

1. The Primary Contractor or its BH-MCO must provide ICWC-level Medicaid encounter data on all prescribed measures.

2. The Primary Contractor or its BH-MCO must ensure that there are no duplicative encounters for all prescribed measures submitted by the DCO and the ICWC.

3. All encounters must be submitted and approved in PROMISe (i.e., pass PROMISe edits) on or before 90 days following the date that the BH-MCO paid/adjudicated the provider's claim or encounter. The Primary Contractor and its BH-MCO and subcontractor(s) shall be responsible for maintaining appropriate systems and mechanisms to obtain all necessary data from its health care providers to ensure its ability to comply with encounter data reporting requirements including checks for encounter duplications. In addition, all encounters must be timely, accurate and complete in accordance with Appendix R.

4. The Department has the right to request ICWC data at any time from the Primary Contractor, their BH-MCO, and/or ICWC providers.

5. Data reporting on all prescribed ICWC quality measures as established by the Department will be required.

Appendix B
TERMS AND CONDITIONS

For the purpose of this Appendix B, the terms "Grantee" and "Contractor" refer to the Primary Contractor, and the terms "Grant Agreement," "Grant," "Contract," and "Agreement" refer to the HealthChoices Behavioral Health Agreement.

1. TERM OF GRANT

The term of the Agreement shall commence on the Effective Date and shall end on the Expiration Date identified in the Agreement, subject to the other provisions of the Agreement. The Agreement shall not be a legally binding Agreement until fully executed by the Grantee and by the Commonwealth and all approvals required by Commonwealth and federal procurement procedures have been obtained. No agency employee has the authority to verbally direct the commencement of any work under this Agreement. The Commonwealth may, upon notice to the Grantee, extend the term of the Agreement for up to three months upon the same terms and conditions, which will be utilized to prevent a lapse in Agreement coverage and only for the time necessary, up to three months, to enter into a new Agreement.

2. COMPLIANCE WITH LAW

The Grantee shall comply with all applicable federal and state laws, regulations and policies and local ordinances in the performance of the Agreement. If existing laws, regulations or policies are changed or if any new law, regulation or policy is enacted that affects the services provided under this Agreement, the parties may modify this Agreement as may be reasonably necessary.

3. ENVIRONMENTAL PROVISIONS

In the performance of the Agreement, the Grantee shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the Clean Streams Law, Act of June 22, 1937 (P.L. 1987, No. 394), as amended, 35 P.S. § 691.601 et seq; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 et seq; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.

4. POST-CONSUMER RECYCLED CONTENT; RECYCLED CONTENT ENFORCEMENT.

Except as waived in writing by the Department of General Services, any products that are provided to the Commonwealth as a part of the performance of the Agreement must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5. COMPENSATION/EXPENSES

The Grantee shall perform the specified services at the prices provided for in the Agreement. All services shall be performed within the time periods specified in the Agreement. The Grantee shall be compensated only for work performed to the satisfaction of the Commonwealth. The Grantee

shall not be allowed or paid travel or per diem expenses.

6. PAYMENT

The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. Payment should not be construed as acceptance of the service performed. The Commonwealth may conduct further inspection after payment, but within a reasonable time after performance, and reject the service if such post payment inspection discloses a defect or a failure to meet specifications. The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee or its subsidiaries to the Commonwealth against any payments due the Grantee under any Agreement with the Commonwealth.

7. TAXES – FEDERAL, STATE AND LOCAL

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees that are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

8. WARRANTY

The Grantee warrants that all services performed by the Grantee, its agents and subcontractor shall be performed in a professional and workmanlike manner and in accordance with prevailing professional and industry standards using the utmost care and skill. Unless otherwise stated in the Agreement, all services are warranted for a period of one year following completion of performance by the Grantee and acceptance by the Commonwealth. The Grantee shall correct any problem with the service without any additional cost to the Commonwealth.

9. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Grantee warrants that it is the sole owner or author of, or has entered into a suitable legal agreement for: a) the design of any product or process provided or used in the performance of the Agreement that is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law and b) any copyrighted matter provided to the Commonwealth. The Grantee shall defend any suit or proceeding brought by a third party against the Commonwealth, its departments, offices and employees for the alleged infringement of United States or foreign patents, copyrights, trademarks or misappropriation of trade secrets arising out of the performance of the Agreement. The Commonwealth will provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to

conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Grantee's written request, it shall be at the Grantee's expense, but the responsibility for such expense shall be only that within the Grantee's written authorization. The Grantee shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Grantee or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights. If any of the products provided by the Grantee in such suit or proceeding are held to constitute infringement and the use is enjoined, the Grantee shall, at its own expense and at its option, either procure the right to continue use of such products, replace them with non-infringing equal performance products or modify them so that they are no longer infringing. If the Grantee is unable to do any of the preceding, the Grantee shall remove all the equipment or software, which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software that are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Grantee under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Grantee without its written consent.

10. OWNERSHIP RIGHTS

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, document, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Agreement.

11. ASSIGNMENT OF ANTITRUST CLAIMS

The Grantee and the Commonwealth recognize that in actual economic practice, overcharges by the Grantee's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Agreement, and intending to be legally bound, the Grantee assigns to the Commonwealth all right, title and interest in and to any claims the Grantee now has, or may acquire, under state or federal antitrust laws relating to the products and services that are the subject of this Agreement.

12. HOLD HARMLESS PROVISION

a. The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents that are related to this Agreement, as determined by the Commonwealth in its sole discretion.

b. The Commonwealth shall provide the Grantee with prompt notice of any claim or suit of

which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Grantee, the Commonwealth will cooperate with all reasonable requests of Grantee made in the defense of such suits.

c. Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Grantee to control the defense and any related settlement negotiations.

13. AUDIT PROVISIONS

In addition to audit requirements of the Agreement, the Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Grantee to the extent that the books, documents and records relate to costs or pricing data for the Agreement. The Grantee shall maintain records that support the prices charged and costs incurred for the Agreement. The Grantee shall preserve books, documents, and records that relate to costs or pricing data for the Agreement for a period of five (5) years from date of final payment or such longer period as required by the Agreement. The Grantee shall give full and free access to all records to the Commonwealth and state and federal oversight agencies and their authorized representatives.

14. DEFAULT

a. The Commonwealth may, subject to the provisions of Paragraph 15, Force Majeure, and in addition to its other rights under the Agreement, declare the Grantee in default by written notice to the Grantee, and terminate (as provided in Section XI of the Agreement and Paragraph 16, Termination Provisions) the whole or any part of this Agreement for any of the following reasons:

1) Failure to begin services within the time specified in the Agreement or as otherwise specified;
2) Failure to perform the services with sufficient labor, equipment, or material to complete the specified work in accordance with the Agreement terms;
3) Unsatisfactory performance of services;
4) Discontinuance of services without approval;
5) Failure to resume discontinued services within a reasonable time after notice to do so;
6) Insolvency or bankruptcy;
7) Assignment made for the benefit of creditors;
8) Failure or refusal within 10 days after written notice, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
9) Failure to protect, to repair, or to make good any damage or injury to property;

10) Failure to comply with the representations made in its application; or
11) Breach of any provision of the Agreement.

b. In the event that the Commonwealth terminates this Agreement in whole or in part, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Grantee shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Agreement.

c. If the Agreement is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Grantee to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Department, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Grantee has specifically produced or specifically acquired for the performance of such part of the Agreement as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Agreement price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Grantee and the Department. The Commonwealth may withhold from amounts otherwise due the Grantee for such completed or partially completed works, such sum as the Department determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver of its rights and remedies in regard to the event of default or any succeeding event of default.

15. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Grantee shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Grantee becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Grantee shall have the burden of proving that such cause delayed or prevented its performance despite its diligent efforts to perform and shall produce such

supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Agreement or to extend the time for performance as reasonably necessary to compensate for the delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Grantee, may suspend all or a portion of the Agreement.

16. TERMINATION PROVISIONS

In addition to the reasons set forth in the Agreement, the Commonwealth may terminate the Agreement for any of the following reasons. Termination shall be effective upon written notice to the Grantee and in accordance with the Agreement terms.

a. TERMINATION FOR CONVENIENCE: The Commonwealth may terminate the Agreement, in whole or part, for its convenience if the Commonwealth determines termination to be in its best interest. The Grantee shall be paid for services satisfactorily completed prior to the effective date of the termination and all actual and reasonable costs incurred as a result of the termination. The Grantee will not be entitled to recover anticipated profit, loss of use of money or administrative or overhead costs.

b. NON-APPROPRIATION: The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state, federal or both) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth may terminate the Agreement, in whole or part. The Grantee shall be reimbursed in the same manner as described in subsection a to the extent that appropriated funds are available.

c. TERMINATION FOR CAUSE: In addition to other rights under the Agreement, the Commonwealth may terminate the Agreement for default under Paragraph 14, Default, upon written notice to the Grantee. The Commonwealth shall also have the right, upon written notice to the Grantee, to terminate the Agreement for other cause as specified in the Agreement or by law. If it is later determined that the Commonwealth erred in terminating the Agreement for cause, then, at the Commonwealth's discretion, the Agreement shall be deemed to have been terminated for convenience under the Subparagraph 18.a.

17. ASSIGNABILITY AND SUBCONTRACTS

a. Subject to the terms and conditions of this section, this Agreement shall be binding upon the parties and their respective successors and assigns.

b. The Grantee may subcontract with third parties approved by the Department to perform all or any part of the services to be performed, which approval may be withheld at the sole and absolute discretion of the Department. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. The Commonwealth may, for good cause, require that the Grantee remove a subcontractor from the Project. The Commonwealth will not be responsible for any costs incurred by

the Grantee in replacing the subcontractor if good cause exists

c. The Grantee may not assign, in whole or in part, the Agreement or its rights, duties, obligations, or responsibilities without the prior written consent of the Department, which consent may be withheld at the sole and absolute discretion of the Department.

d. The Grantee may, without the consent of the Department, assign its rights to payment to be received under the Agreement, provided that the Grantee provides written notice of such assignment to the Department together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Agreement.

e. For the purposes of this Agreement, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Grantee; however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Department shall be evidenced by a written assignment agreement executed by the Grantee and its assignee in which the assignee agrees to be legally bound to all of the terms and conditions of the Agreement and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Grantee, following which the Grantee's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Grantee shall give the Department written notice of any such change of name.

18. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

In addition to any other nondiscrimination provision of the Agreement, the Grantee shall:

a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any contract, or subcontract, the Grantee, subgrantee, contractor, subcontractor, and any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. The Grantee, and any subgrantee, contractor, subcontractor and any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of their employees.

c. Neither the Grantee nor any subgrantee, contractor, and subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the Agreement, or any subgrant, contract or subcontract.

d. Neither the Grantee nor any subgrantee, contractor, subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

e. The Grantee, and any subgrantee, contractor and subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where services are performed shall satisfy this requirement for employees within an established work site.

f. The Grantee, and any subgrantee, contractor and subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the Agreement relates.

g. The Grantee and each subgrantee, contractor and subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represent that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, and any subgrantee, contractor or subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts to the agency and the DGS Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

h. The Grantee, and any subgrantee, contractor and subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

i. The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through its termination date. The Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during

the term of the Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

j. The Commonwealth may cancel or terminate the Agreement and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

19. INTEGRITY PROVISIONS

It is essential that those who have agreements with the Commonwealth observe high standards of honesty and integrity and conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

a. DEFINITIONS. For purposes of these provisions, the following terms have the meanings found in this Section:

i. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or c) the entities have a common proprietor or general partner.

ii. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

iii. **"Contractor"** means the individual or entity, that has entered into this Agreement with the Commonwealth.

iv. **"Contractor Related Parties"** means any Affiliates of the Contractor and the Contractor's executive officers, officers and directors, or owners of 5 percent or more interest in the Contractor.

v. **"Financial Interest"** means either:

a) Ownership of more than a five percent interest in any business; or

b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

vi. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

vii. **"Non-bid Basis"** means an agreement awarded or executed by the Commonwealth

with Contractor without seeking applications, bids or proposals from any other potential bidder or offeror.

b. In furtherance of this policy, Contractor agrees to the following:

i. Contractor shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern procurement with the Commonwealth.

ii. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the activity with the Commonwealth and Commonwealth employees and beneficiaries and which is made known to all Contractor employees. Posting these Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where services are performed shall satisfy this requirement.

iii. Contractor, its Affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this Agreement except as provided in this Agreement.

iv. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the Agreement. Contractor shall disclose the financial interest to the Commonwealth at the time of proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the Agreement signed by Contractor.

v. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

c) had any business license or professional license suspended or revoked;

d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify the above, it must submit along with its application a written explanation of why such certification cannot be made and the Commonwealth will determine whether an Agreement may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the Agreement through its termination date. The Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the Agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the Agreement for cause if it learns that any of the certifications made are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the Agreement.

Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S.§13A01 et seq.)* regardless of the method of award. If this Agreement was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).*

vi. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the project officer or the Office of the State Inspector General in writing.

vii. Contractor, by submission of its application and execution of this Agreement and by the submission of any requests for payment pursuant to the Agreement, certifies and represents that it has not violated any of these Integrity Provisions in connection with the submission of the application, during any negotiations or during the term of the Agreement, to include any extensions. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

viii. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at

reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this Agreement. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this Agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

ix. For violation of any of these Integrity Provisions, the Commonwealth may terminate this and any other Agreement with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this Agreement, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

20. GRANTEE RESPONSIBILITY PROVISIONS

a. The Grantee certifies, for itself and all subgrantees and subcontractors, that as of the date of its execution of this Agreement, that neither it, nor any subgrantees, subcontractors nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it shall submit, along with its application, a written explanation of why such certification cannot be made.

b. The Grantee also certifies, that as of the date of its execution of the Agreement, it has no tax liabilities or other Commonwealth obligations.

c. The Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through its termination date. The Grantee shall inform the Commonwealth if, at any time during the term of the Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subgrantees or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the Grantee to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default.

e. The Grantee agrees to reimburse the Commonwealth for the reasonable costs of

investigation incurred by the Office of State Inspector General for investigations of its compliance with the terms of this or any other agreement between the Grantee and the Commonwealth, which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

f. The Grantee may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at http://www.emarketplace.state.pa.us and clicking the Debarment List tab.

21. AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction, or other activity, under a purchase order, contract, or grant with the Commonwealth.

a. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

b. The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's, or its employees' and agents', failure to comply with the provisions of subparagraph a above, as determined by the Commonwealth in its sole discretion.

22. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding of a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

23. GOVERNING LAW

This Agreement shall be governed by and interpreted and enforced in accordance with the laws

of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Grantee agrees that any such court shall have in person jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

24. INTEGRATION

The Agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. No modifications, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

25. CHANGES

The Commonwealth may issue change orders at any time during the term of the Agreement or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Agreement and actual quantities; 2) to make changes to the services within the scope of the Agreement; 3) to notify the Grantee that the Commonwealth is exercising any renewal or extension option; and 4) to modify the time of performance that does not alter the scope of the Agreement to extend the completion date beyond the Expiration Date of the Agreement or any renewals or extensions thereof. Any such change order shall be in writing signed by the Project Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Agreement, nor, if performance security is being furnished in conjunction with the Agreement release the security obligation. The Grantee agrees to provide the service in accordance with the change order.

26. RIGHT TO KNOW LAW

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement. For the purpose of these provisions, the term "the Commonwealth" shall refer to Department.

b. If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Grantee using the legal contact information provided in this Agreement. The Grantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Grantee's assistance in responding to a request under the RTKL for information related to this Agreement that

may be in the Grantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Grantee shall:

i. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Grantee's possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

ii. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.

d. If the Grantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Grantee explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Grantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Grantee fails to provide the Requested Information within the time period required by these provisions, the Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure to comply, as determined by the Commonwealth in its sole discretion.

g. The Commonwealth will reimburse the Grantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall indemnify the Commonwealth against any damages, including any statutory damages assessed against the Commonwealth, penalties, costs, detriment, or harm that the Commonwealth may incur as a result of the Grantee's failure to comply with the requirements of this provision, regardless of the outcome of such legal challenge. As between the parties, the Grantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Grantee's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Grantee has Requested Information in its possession.

27. ENHANCED MINIMUM WAGE

a. **Enhanced Minimum Wage**. Grantee agrees to pay no less than $15.00 per hour to its employees for all hours worked directly performing the services called for in this Agreement, and for an employee's hours performing ancillary services necessary for the performance of the contracted services when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

b. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

c. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:

   i. exempt from the minimum wage under the Minimum Wage Act of 1968;

   ii. covered by a collective bargaining agreement;

   iii. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; and

   iv. required to be paid a higher wage under any state or local policy or ordinance.

d. **Notice.** The Grantee shall post these Enhanced Minimum Wage Provisions for the entire period of the Agreement in conspicuous easily-accessible and well-lighted places customarily frequented by employees at or near where the services are performed.

e. **Records.** The Grantee must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

f. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the Agreement, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.

g. **Subcontractors.** The Grantee shall include the provisions of these Enhanced Minimum Wage Provisions in every Subcontract so that these provisions will be binding upon Subcontractors**.**

28. DATA BREACH OR LOSS PROVISIONS

a. **Definitions.** For purposes of these provisions, the following terms have the meanings found in this Section:

i. **"Commonwealth Data"** means all Data provided by, or collected, processed, or created on behalf of the Commonwealth, unless otherwise indicated in writing.

ii. **"Confidential Information"** consists of, but is not limited to, data that is intellectual property of the Commonwealth, data that is protected by law, order, regulation, directive, or policy, and any other sensitive or confidential data that requires security controls and compliance standards.

iii. **"Data"** means any recorded information, regardless of the form, the media on which it is recorded or the method of recording.

iv. **"Incident"** means the unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information.

b. **Data Hosting, Security, and Protection Requirements.**

i. The Grantee shall monitor, prevent, and deter unauthorized system access.

ii. The Grantee shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the Breach of Personal Information Notification Act, as amended November 22, 2022, P.L. 2139, No. 151, 73 P.S. §§ 2301—2330.

iii. The Grantee shall limit access to Commonwealth-specific systems, data, and services and provide access only to those staff, located within CONUS (any of the Continental United States, which includes both Alaska and Hawaii), that must have access to provide services under this agreement.

iv. The Grantee shall only host, store or backup Commonwealth Data in physical locations within CONUS as defined above.

v. The Grantee shall encrypt all Commonwealth data in transit and at rest. The Grantee shall implement data encryption methods that, at minimum, comply with the requirements of the Breach of Personal Information Act and that meet or exceed NIST encryption guidelines and standards.

vi. The Grantee shall take all commercially viable and applicable measures to protect the Data availability including, but not limited to, real-time replication, traditional backup, georedundant storage of Commonwealth Data, or a combination of these methods, in accordance with industry best practices and encryption techniques.

c. For Data and Confidential Information in the possession, custody, and control of the Grantee or its employees, agents, and/or subcontractors:

i. The Grantee shall report an Incident to the Governor's Office of Administration, Office of Information Technology at OA-SecurityIncidents@pa.gov or 1-877-552-7478 within **24 hours** of when the Grantee knows of or reasonably suspects such Incident, and the Grantee must immediately take all reasonable steps to mitigate any

potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.

ii. The Grantee shall provide timely notice to all individuals that may require notice under any applicable law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Grantee shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.

iii. The Grantee shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.

d. As to Data and Confidential Information fully or partially in the possession, custody, or control of the Grantee and the Commonwealth, the Grantee shall diligently perform all of the duties required in this section in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

DEPARTMENT OF HUMAN SERVICES
ADDENDUM TO
TERMS AND CONDITIONS

For the purpose of this Appendix C, the terms "Grantee" and "Contractor" refer to the Primary Contractor, and the terms "Grant Agreement," "Grant," "Contract," and "Agreement" refer to the HealthChoices Behavioral Health Agreement.

A. APPLICABILITY

This Addendum is intended to supplement the Standard Terms and Conditions. To the extent any of the terms contained herein conflict with terms contained in the Standard Contract Terms and Conditions, the terms in the Standard Contract Terms and Conditions shall take precedence. Further, it is recognized that certain terms contained herein may not be applicable to all the services which may be provided through Department contracts.

B. CONFIDENTIALITY

The parties shall not use or disclose any information about a recipient of the services to be provided under this contract for any purpose not connected with the parties' contract responsibilities except with written consent of such recipient, recipient's attorney, or recipient's parent or legal guardian.

C. INFORMATION

During the period of this contract, all information obtained by the Contractor through work on the project will be made available to the Department immediately upon demand. If requested, the Contractor shall deliver to the Department background material prepared or obtained by the Contractor incident to the performance of this agreement. Background material is defined as original work, papers, notes and drafts prepared by the Contractor to support the data and conclusions in final reports, and includes completed questionnaires, materials in electronic data processing form, computer programs, other printed materials, pamphlets, maps, drawings and all data directly related to the services being rendered.

D. CERTIFICATION AND LICENSING

Contractor agrees to obtain all licenses, certifications and permits from Federal, State and Local authorities permitting it to carry on its activities under this contract.

E. PROGRAM SERVICES

Definitions of service, eligibility of recipients of service and other limitations in this contract are subject to modification by amendments to Federal, State and Local laws, regulations and program requirements without further notice to the Contractor hereunder.

F. CHILD PROTECTIVE SERVICE LAWS

In the event that the contract calls for services to minors, the contractor shall comply with the provisions of the Child Protective Services Law (Act of November 26, 1975, P.L. 438, No. 124; 23 P.S. SS 6301-6384, as amended by Act of July 1, 1985, P.L. 124, No. 33) and all regulations promulgated thereunder (55Pa. Code, chapter 3490).

G. PRO-CHILDREN ACT OF 1994

The Contractor agrees to comply with the requirements of the Pro-Children Act of 1994; Public Law 103- 277, Part C-Environment Tobacco Smoke (also known as the Pro-Children Act of 1994) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care and education to children under the age of 18, if the services are funded by Federal programs whether directly or through State and Local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for impatient drug and alcohol treatment.

H. MEDICARE/MEDICAID REIMBURSEMENT

1. To the extent that services are furnished by contractors, subcontractors, or organizations related to the contractor/subcontractor and such services may in whole or in part be claimed by the Commonwealth for Medicare/Medicaid reimbursements, contractor/subcontractor agrees to comply with 42 C.F.R., Part 420, including:

    a. Preservation of books, documents and records until the expiration of four (4) years after the services are furnished under the contract.

    b. Full and free access to (i) the Commonwealth, (ii) the U.S. Comptroller General, (iii) the U.S. Department of Health and Human Services, and their authorized representatives.

2. Your signature on the Agreement certifies under penalty of law that you have not been suspended/terminated from the Medicare/Medicaid Program and will notify the contracting DHS Facility or DHS Program Office immediately should a suspension/termination occur during the contract period.

I. TRAVEL AND PER DIEM EXPENSES

Contractor shall not be allowed or paid travel or per diem expenses except as provided for in Contractor's Budget and included in the contract amount. Any reimbursement to the Contractor for travel, lodging or meals under this contract shall be at or below state rates as provided in Management Directive 230.10, Commonwealth Travel Policy, as may be amended, unless the Contractor has higher rates which have been established by its offices/officials, and published prior to entering into this contract. Higher rates must be supported by a copy of the minutes or other official documents and submitted to the Department. Documentation in support of travel and per diem expenses will be the same as required of state employees.

J. INSURANCE

1. The contractor shall accept full responsibility for the payment of premiums for Workers' Compensation, Unemployment Compensation, Social Security, and all income tax deductions required by law for its employees who are performing services under this contract. As required by law, an independent contractor is responsible for Malpractice Insurance for health care personnel. Contractor shall provide insurance Policy Number and Provider'' Name, or a copy of the policy with all renewals for the entire contract period.

2. The contractor shall, at its expense, procure and maintain during the term of the contract, the following types of insurance, issued by companies acceptable to the Department and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

    a. Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.

    b. Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claim for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from any property damage, which may arise from the activities performed under this contract or the failure to perform under this contract whether such performance or nonperformance be by the contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than $500,000 each person and $2,000,000 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designated to limit or restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

    Prior to commencement of the work under the contract and during the term of the contract, the Contractor shall provide the Department with current certificates of insurance. These certificates shall contain a provision that the coverages afforded under the policies will not be cancelled or changed until at least thirty (30) days' written notice has been given to the Department.

K. PROPERTY AND SUPPLIES

1. Contractor agrees to obtain all supplies and equipment for use in the performance of this contract at the lowest practicable cost and to purchase by means of competitive bidding whenever required by law.

2. Title to all property furnished in-kind by the Department shall remain with the Department.

3. Contractor has title to all personal property acquired by the contractor, including purchase by lease/purchase agreement, for which the contractor is to be reimbursed under this contract. Upon cancellation or termination of this contract, disposition of such purchased personal property which has a remaining useful life shall be made in accordance with the following provisions.

    a. The contractor and the Department may agree to transfer any item of such purchased property to another contractor designated by the Department. Cost of transportation shall be borne by the contractor receiving the property and will be reimbursed by the Department. Title to all transferred property shall vest in the designated contractor. The Department will reimburse the Contractor for its share, if any, of the value of the remaining life of the property in the same manner as provided under subclause b of this paragraph.

    b. If the contractor wishes to retain any items of such purchased property, depreciation tables shall be used to ascertain the value of the remaining useful life of the property. The contractor shall reimburse the Department in the amount determined from the tables.

    c. When authorized by the Department in writing, the contractor may sell the property and reimburse the Department for its share. The Department reserves the right to fix the minimum sale price it will accept.

4. All property furnished by the Department or personal property acquired by the contractor, including purchase by lease-purchase contract, for which the contractor is to be reimbursed under this contract shall be deemed "Department Property" for the purposes of subsection 5, 6 and 7 of this section.

5. Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation and insurance of Department Property so as to assure its full availability and usefulness.

6. Department property shall, unless otherwise approved in writing by the Department, be used only for the performance of this contract.

7. In the event that the contractor is indemnified, reimbursed or otherwise compensated for any loss, destruction or damage to Department Property, it shall use the proceeds to replace, repair or renovate the property involved, or shall credit such proceeds against the cost of the work covered by the contract, or shall reimburse the Department, at the Department's direction.

L. DISASTERS

If, during the terms of this contract, the Commonwealth's premises are so damaged by flood, fire or other Acts of God as to render them unfit for use; then the Agency shall be under no liability or obligation to the contractor hereunder during the period of time there is no need for the services

provided by the contractor except to render compensation which the contractor was entitled to under this agreement prior to such damage.

M. SUSPENSION OR DEBARMENT

In the event of suspension or debarment, 4 Pa Code Chapter 60.1 through 60.7, as it may be amended, shall apply.

N. COVENANT AGAINST CONTINGENT FEES

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business). For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or, in its discretion, to deduct from the consideration otherwise due under the contract, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

O. CONTRACTOR'S CONFLICT OF INTEREST

The contractor hereby assures that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The contractor further assures that in the performance of this contract, it will not knowingly employ any person having such interest. Contractor hereby certifies that no member of the Board of the contractor or any of its officers or directors has such an adverse interest.

P. INTEREST OF THE COMMONWEALTH AND OTHERS

No officer, member or employee of the Commonwealth and no member of its General Assembly, who exercises any functions or responsibilities under this contract, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such officer, member or employee of the Commonwealth or member of its General Assembly have interest, direct or indirect, in this contract or the proceeds thereof.

Q. CONTRACTOR RESPONSIBILITY TO EMPLOY DHS CLIENTS

1. The Contractor's Contractor Partnership Program (CPP) submittal and RFA CPP requirements become part of the Agreement. Contractor shall submit any proposed changes to the Office of Income Maintenance CPP Division. If the Contract is assigned to another contractor, the new contractor must maintain the CPP requirements of the original Agreement.

2. Contractor shall, within 10 days of receiving the Effective Date of the Contract, register in the Commonwealth Workforce Development System (CWDS).

3. As specified in RFA, Contractor must submit Quarterly Employment Reports to the Office of Income Maintenance Central Office of Employment and Training – CPP Division. Contractor may not revise, alter, or re-create the Quarterly Employment Report form. On a quarterly basis, Contractor shall provide information on the use and outcomes of hiring strategies and demonstrating good faith efforts to hire TANF beneficiaries.

4. If Contractor is non-compliant, the CPP Division will contact the Contract Administrator to request corrective action.

R. TUBERCULOSIS CONTROL

As recommended by the Centers for Disease Control and the Occupational Safety and Health Administration, effective August 9, 1996, in all State Mental Health and Mental Retardation Facilities, all full-time and part-time employees (temporary and permanent), including contract service providers, having direct patient contact or providing service in patient care areas, are to be tested serially with PPD by Mantoux skin tests. PPD testing will be provided free of charge from the state MH/MR facility. If the contract service provider has written proof of a PPD by Mantoux method within the last six months, the MH/MR facility will accept this documentation in lieu of administration of a repeat test. In addition, documented results of a PPD by Mantoux method will be accepted by the MH/MR facility. In the event that a contractor is unwilling to submit to the test due to previous positive reading, allergy to PPD material or refusal, the risk assessment questionnaire must be completed. If a contractor refuses to be tested in accordance with this new policy, the facility will not be able to contract with this provider and will need to procure the services from another source.

S. ACT 13 APPLICATION TO CONTRACTOR

Contractor shall be required to submit with their bid information obtained within the preceding one-year period for any personnel who will have or may have direct contact with residents from the facility or unsupervised access to their personal living quarters in accordance with the following:

1. Pursuant to 18 Pa.C.S. Ch. 91 (relating to criminal history record information) a report of criminal history information from the Pennsylvania State Police or a statement from the State Police that their central repository contains no such information relating to that person. The criminal history record information shall be limited to that which is disseminated pursuant to 18 Pa.C.S. 9121(b)(2) (relating to general regulations).

2. Where the applicant is not, and for the two years immediately preceding the date of application has not been a resident of this Commonwealth, the Department shall require the applicant to submit with the application a report of Federal criminal history record information pursuant to the Federal Bureau of Investigation's under Department of State, Justice, and Commerce, the Judiciary, and Related Agencies Appropriation Act, 1973 (Public Law 92-544, 86 Stat. 1109). For the purpose of this paragraph, the applicant shall submit a full set of fingerprints to the State Police, which shall forward them to the Federal Bureau of Investigation for a national criminal history check. The

information obtained from the criminal record check shall be used by the Department to determine the applicant's eligibility. The Department shall insure confidentially of the information.

3. The Pennsylvania State Police may charge the applicant a fee of not more than $10 to conduct the criminal record check required under subsection 1. The State Police may charge a fee of not more than the established charge by the Federal Bureau of Investigation for the criminal history record check required under subsection 2.

The Contractor shall apply for clearance using the State Police Background Check (SP4164) at their own expense. The forms are available from any State Police Substation. When the State Police Criminal History Background Report is received, it must be forwarded to the Department. State Police Criminal History Background Reports not received within sixty (60) days may result in cancellation of the contract.

T. LOBBYING CERTIFICATION AND DISCLOSURE

Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds. With respect to an award of a federal contract, grant, or cooperative agreement exceeding $100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. The contractor will be required to complete and return a "Lobbying Certification Form" and a "Disclosure of Lobbying Activities form" with their signed contract, which forms will be made attachments to the contract.

U. AUDIT CLAUSE

This contract is subject to audit in accordance with the Audit Clause attached hereto and incorporated herein.

AUDIT CLAUSE A/B – SUBRECIPIENT

The Commonwealth of Pennsylvania, Department of Human Services (DHS), distributes federal and state funds to local governments, non-profit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through DHS are subject to DHS audit requirements. Any federal statute prescribing specific policies or specific requirements that differ from the standards provided herein shall govern. The DHS provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.09, as amended January 10, 2022.

Subrecipient means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards received directly from a federal awarding agency (see 2 CFR Part 200 § 200.93). For purposes of this audit clause, a subrecipient **is not** a contractor as defined in 2 CFR Part 200 § 200.23.

Subrecipients must comply with all federal audit requirements and any other applicable law or regulation, as well as any other applicable law or regulation that may be enacted or promulgated by the federal government.

A. Federal Audit Requirements

Federal Audit Requirements Specific to Local Governments and Nonprofit Organizations

If a local government or nonprofit organization expends federal awards of $750,000 or more during its fiscal year, received either directly from the federal government, indirectly from a pass-through entity, or a combination of both, to carry out a federal program, it **is required** to have an audit conducted in accordance with the provisions outlined in 2 CFR Part 200.501, *Audit Requirements*.

Federal Audit Requirements Specific to For-Profit Organizations

A for-profit organization **is required** to have an audit if it expends a total of $750,000 or more in federal funds under one or more Department of Health and Human Services (DHHS) federal awards. Title 45, CFR 75.501(i) incorporates the thresholds and deadlines of 2 CFR Part 200 as amended, and provides for-profit organizations with two options regarding the type of audit that will satisfy the audit requirements:

1. A financial audit conducted in accordance with generally accepted *Government Auditing Standards* (The Yellow Book), revised; or

2. An audit that meets the requirements contained in 2 CFR Part 200.

Federal Audit Requirements Applicable to Local Governments and Nonprofit

Organizations, and to For-Profit Organizations

If a subrecipient expends **total federal awards of less than $750,000** during its fiscal year, it is exempt from these **federal** audit requirements, but is required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials. **Although an audit may not be necessary under the federal requirements, DHS audit requirements may be applicable.**

B. DHS Audit Requirements

Subrecipients must meet the following DHS audit requirements:

Where a Single Audit or program-specific audit is conducted in accordance with the federal audit requirements referenced above, DHS will accept such audit provided that:

1. A full copy of the audit report is submitted as detailed below; **and**

2. The subrecipient shall ensure that the audit requirements are met for the terms of this contract; i.e., the prescribed Agreed-Upon Procedures (AUP) Report(s) and applicable schedule requirement(s). The incremental cost for preparation of the AUP Report(s) and the schedule cannot be charged to federal funding streams.

In the absence of a federally required audit, the entity is responsible for following the annual audit requirements described below, which are based upon the program year specified in this agreement.

DHS Audit Requirements Specific to Subrecipients

Subrecipients that **expend $750,000 or more in combined state and federal funds, but less than $750,000 in federal funds,** during the program year are required to have an audit of those funds made in accordance with generally accepted *Government Auditing Standards* (The Yellow Book), revised, as published by the Comptroller General of the United States. Where such an audit is not required to meet the federal requirements, the costs related to DHS audit requirements may not be charged to federal funding streams.

If in connection with the agreement, a subrecipient **expends $500,000 or more in combined state and federal funds, but less than $750,000 in combined state and federal funds,** during the program year, the subrecipient shall ensure that, for the term of the contract, an independent auditor conducts annual examinations of its compliance with the terms and conditions of this contract (compliance attestations). These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements, No. 18, Attestation Standards: Clarification and Recodification (SSAE 18) and shall be of a scope acceptable to the DHS. The initial compliance attestation shall be completed for the program year specified in the contract and conducted annually

thereafter. The incremental cost for preparation of the compliance attestation reports cannot be charged to federal funding streams.

The subrecipient shall submit the compliance attestation reports (if applicable) to the DHS within 90 days after the program year has been completed. When the compliance attestation reports are other than unmodified, the subrecipient shall submit to the DHS, in addition to the compliance attestation reports, a plan describing what actions the subrecipient will implement to correct the situation that caused the auditor to issue other than an unmodified report, a timetable for implementing the planned corrective actions, and a process for monitoring compliance with the timetable and a contact person who is responsible for the resolution of the situation.

If the subrecipient enters into an agreement with a subcontractor(s) for the performance of any primary contractual duties, the audit requirements are applicable to the subcontractor(s) with whom the subrecipient has entered into an agreement. Consequently, the audit requirements should be incorporated into the sub-contractual document as entered by the subrecipient.

A subrecipient that **expends less than $500,000 combined state and federal funds** during the program year is exempt from DHS audit requirements but is required to maintain auditable records for each contract year. Records must be available for review by appropriate officials of the DHS or a pass-through entity.

GENERAL AUDIT PROVISIONS

A subrecipient is responsible for obtaining the necessary audit and securing the services of an independent, licensed certified public accountant, or other independent governmental auditor.

DHS, other state agencies, and federal agencies, or their authorized representatives, may perform additional financial and/or performance audits. If an audit of this contract is to be performed, the subrecipient will be given advance notice. The subrecipient shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the subrecipient has complied with the contract terms and conditions. The subrecipient shall make available, upon reasonable notice, at the office of the subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

Except when a longer period is stated in the contract, the subrecipient shall preserve all books, records, and documents related to this contract for a period of time that is the greater of five years from the time when the contract expires and all questioned costs or activities have been resolved to the satisfaction of DHS, or as required by applicable federal laws and regulations. Any records that support the services provided, that the fees earned are in accordance with the contract, and

that the subrecipient has complied with contract terms and conditions must be maintained. If this contract is completely or partially terminated, subrecipient shall preserve the records relating to and make available for a period of five years from the date of any resulting final settlement.

Audit documentation and audit reports must be retained by the subrecipient's independent auditor for a minimum of five years from the date of issuance of the audit report, unless the subrecipient's auditor is notified in writing by DHS, other state agencies, or federal agencies to extend the retention period. Audit documentation must be made available upon request to authorized representatives of DHS, other state agencies, or federal agencies.

The subrecipient shall retain and shall make available or provide to DHS at DHS's option those records that relate to litigation of the settlement of claims arising out of performance or expenditures under the contract until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of the contract, the subrecipient may retain records as required by this Audit Clause using photographs, microphotographs, or other authentic reproductions of such records after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by DHS.

SUBMISSION OF AUDIT REPORTS TO THE COMMONWEALTH

A. Federally Required Audit Reports

Local Governments and Nonprofit Organizations

Submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in 2 CFR Part 200, Subpart F – *Audit Requirements* (Subpart F).

In addition, the subrecipient must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BAFMSingleAudit@pa.gov.

For-Profit Organizations

Submit an electronic copy of the audit report package, which shall include the elements outlined in 2 CFR Part 200, Subpart F – Audit Requirements (Subpart F) to the resource account RA-BAFMSingleAudit@pa.gov.

B. DHS Required Audit Reports and Additional Submission by Subrecipients

AUDIT CLAUSE A/B – SUBRECIPIENT

1. Independent Accountant's Report on Applying Agreed-Upon Procedures – which consist of the following procedures for the funding provided by this agreement for the contract year ending within the entity's fiscal year end under audit:

   (a) Verify by comparison of the amounts and classifications that the supplemental financial schedules listed below, which summarize amounts reported to DHS for fiscal year ended {CONTRACT YEAR END}, have been accurately compiled and reflect the audited books and records of (Auditee). Also verify by comparison to the example schedules that these schedules are presented, at a minimum, at the level of detail that directly mirrors the budget page (Rider 3) of the contract. The Schedule of Revenues and Expenditures should mirror the line items on the budget pages of the contract and include a budget and an actual expenditure column pertaining to this period.

   Program Name / Contract Number Referenced Schedule/Exhibit

   (List each individual schedule for all contracts in which the auditee participated.)

   (b) Inquire of management regarding adjustments to reported revenues or expenditures, which were not reflected on the reports submitted to DHS for the period in question.

   (c) Based on the procedures detailed in paragraphs (a) and (b) above, disclose any adjustments and/or findings and identify which have (have not) been reflected on the corresponding schedules.

   (List each separately. Indicate whether it has/has not been reflected on the schedule.)

2. Independent Accountant's Report on Applying Agreed-Upon Procedures – which consist of the following procedures for the entity's fiscal year end under audit. All Local Governments and Nonprofit Organizations who are submitting a single audit in accordance with 2 CFR Part 200, Subpart F, and For-Profit Organizations who are submitting a single audit in accordance with Title 45, CFR 75.501(i), are also required to include in their single audit reporting package a supplemental schedule, which is to be subjected to an Agreed-Upon Procedures engagement. The schedule, for which an example is included in this audit clause as Enclosure I, is a reconciliation of the expenditures listed on the Schedule of Expenditures of Federal Awards (SEFA) to the Federal award income received from the Pennsylvania Department of Human Services (DHS), as noted in the revenue audit confirmation received from the Commonwealth of Pennsylvania. The procedures to be performed on the reconciliation schedule are as follows:

   (a) Agree the expenditure amounts listed on the reconciliation schedule under the "Federal Expenditures per the SEFA" column to the audited Schedule of Expenditures of Federal Awards (SEFA).

(b) Agree the receipt amounts listed on the reconciliation schedule under the "Federal Awards Received per the audit confirmation reply from Pennsylvania" column to the subrecipient Federal amounts that were reflected in the audit confirmation reply from the Office of Budget, Comptroller Operations.

(c) Recalculate the amounts listed under the "Difference" and "% Difference" columns.

(d) Agree the amounts listed under the "Difference" column to the audited books and records of the subrecipient.

(e) Agree the "Detailed Explanation of the Differences" to the audited books and records of the subrecipient.

(f) Based on the procedures detailed in paragraphs (a) through (e) above, disclose any adjustments and/or findings which have not been reflected on the corresponding schedules (List each separately.).

PERIOD SUBJECT TO AUDIT

A federally required audit, conducted in accordance with Subpart F, or Title 45, CFR 75.501(i), as appropriate, encompasses the fiscal period of the subrecipient. **Therefore, the period of the federally required audit may differ from the official reporting period as specified in this agreement.** Where these periods differ, the required supplemental schedule(s) of Revenues and Expenditures and the related Independent Accountant's Report on Applying Agreed-Upon Procedures must be completed for the official annual reporting period of this agreement that ended during the period under audit and shall accompany the federally required audit.

CORRECTIVE ACTION PLAN

The subrecipient shall prepare a corrective action plan (CAP) to address all findings of noncompliance, internal control weaknesses, and/or reportable conditions disclosed in the audit report. For each finding noted, the CAP should include: (1) a brief description identifying the findings; (2) whether the subrecipient agrees with the finding; (3) the specific steps taken or to be taken to correct the deficiency or specific reasons why corrective action is not necessary; (4) a timetable for completion of the corrective action steps; (5) a description of monitoring to be performed to ensure that the steps are taken; and (6) the responsible party for the CAP.

REMEDIES FOR NONCOMPLIANCE

The subrecipient's failure to provide an acceptable audit may result in the DHS not accepting the

report and initiating actions against the subrecipient that may include the following:

- Disallowing the cost of the audit.
- Withholding a percentage of the contract funding pending compliance.
- Withholding or disallowing administrative costs.
- Suspending subsequent contract funding pending compliance.
- Requiring a corrective action plan.
- Terminating the contract if the failure is not corrected within the time period approved by DHS.
- Assessing liquidated damages up to the amount of $200 for each calendar day and portion of each calendar day for which each required audit or compliance attestation report is submitted beyond its required due date. Audits submitted without required AUP reports will not be considered acceptable and will be subject to liquidated damages.

TECHNICAL ASSISTANCE

Technical assistance on the DHS' audit requirements and the integration of those requirements with the federal Single Audit requirements will be provided by:

Department of Human Services
Bureau of Financial Operations
Division of Audit and Review
Audit Resolution Section
1st Floor, Forum Place
555 Walnut Street
P.O. Box 2675
Harrisburg, Pennsylvania 17105-2675
Email: RA-pwauditresolution@pa.gov

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE A/B – SUBRECIPIENT
ENCLOSURE I

Entity Name
Year Ended {ORGANIZATION'S FINANCIAL STATEMENT DATE}

SUPPLEMENTAL SCHEDULE

RECONCILIATION
Federal Awards Passed through the Pennsylvania Department of Human Services
Expenditures per the SEFA to Revenue Received per the Pennsylvania Audit Confirmation Reply

CFDA Name	CFDA Number	Federal Expenditures per the SEFA	Federal Awards Received per the audit confirmation reply from Pennsylvania	Difference	% Difference	Detailed Explanation of the Differences
		$	$	$	%	

AUDIT CLAUSE A/B – SUBRECIPIENT

LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employees of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all times including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal client, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of Member of Congress in connection with a covered federal action. Use the Standard Form-LLL-A, "Continuation Sheet," for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award client. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, state, and zip code of the prime federal client. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1, e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency. Include prefixes, e.g., "RFP-DE-80-001."

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award loan commitment for the prime entity identified in Item 4 or 5.

10. A. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

B. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the rate and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a Standard Form-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minute per reports, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.
Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing the burden, to the Office of Management and Budget, Paperwork Reduction Project (CC-48-004), Washington, D.C., 30603.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: Contract a. Grant b. Cooperative Agreement c. Loan d. Loan Guarantee e. Loan Insurance	2. Status of Federal Action: Bid/Offer Application a. Initial Award b. Post-Award	3. Report Type: a. Initial Filing b. Material Change For Material Change: Year _____ Quarter _____ Date of last report _____

4. Name and Address of Reporting Entity: Prime Subawardee Tier _____ if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known: $
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) SF-LLL-A, if necessary
11. Amount of Payment (check all that apply): $ _____ actual planned	13. Type of Payment a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____
12. Form of Payment (check all that apply): a. Cash b. In-kind: Specify: Nature _____ Value	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contacted, for payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information required through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for each such failure.	Signature: Print Name: Title: Telephone No.: Date:
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES
Continuation Sheet

Reporting Entry:_____Page _____of _____

PAY FOR PERFORMANCE PROGRAM: Integrated Care Plan (ICP) Program

This Appendix defines a potential payment obligation by the Department to the Primary Contractors for Quality Performance Measures achieved per HEDIS® and select Pennsylvania Performance Measures (PAPMs), as defined below.

This Appendix is effective only if the Primary Contractor operates a HealthChoices program in this HealthChoices zone under this Agreement in the month of December 2024. If the Primary Contractor does not operate a HealthChoices program in this HealthChoices zone under this Agreement in the month of December 2024, the Department has no payment obligation under this Appendix.

The Department will provide financial incentives to the Primary Contractors and the Physical Health Managed Care Organizations (PH-MCOs) for the Integrated Care Plan (ICP) Program. The Department will provide a funding pool from which dollars will be paid to the Primary Contractor based on shared BH/PH-MCO performance measures outlined in this Appendix. The Department expects this ICP Program to improve the quality of health care and reduce Medical Assistance (MA) expenditures through enhanced coordination of care between the BH-MCOs, PH-MCOs and providers.

The Primary Contractor shall require its BH-MCO to meet the below requirements.

A. The BH-MCO must provide an Annual Integrated Care Plan Program Report (AICPR) for Calendar Year (CY) 2024 that contains the following specific data requirements for individuals with serious persistent mental illness (SPMI).

B. The AICPR is subject to audit by the Department to verify the accuracy of the stratification, ICP, hospital notification information and ICP sharing.

1. **Member stratification**- A stratification shall be conducted on all Members in the targeted SPMI population. New Members shall have an initial stratification level established within sixty (60) days of the date of enrollment and a re-stratification conducted every six (6) month thereafter. The BH-MCO will report the Member ID, initial stratification level, and the re-stratification level every six (6) months. By submitting the AICPR, the BH-MCO is representing that the dates the stratification/re-stratification was conducted included in the AICPR are accurate. Members will be stratified as follows:

    a. Four (4) = high PH/high BH needs
    b. Three (3) = high PH/low BH needs
    c. Two (2) = low PH/high BH needs
    d. One (1) = low PH/low BH needs

2. **Integrated Care Plan/Member Profile** - The Department will inform the Primary Contractor and its BH-MCO of its target ICP number. The total number of ICPs

assigned each year for BH care management activity will equal the total number of ICPs assigned for PH care management activity in that same year. For purposes of this requirement, the Department considers an ICP to be the collection, integration and documentation of key physical and behavioral health information that is easily accessible in a timely manner to persons with designated access. The BH-MCO shall review and update the ICP at least annually and assign a review date in the AICPR submission. An ICP will count toward the Primary Contractor's assigned number if:

a. the AICPR has an ICP date in the year reviewed; or
b. the Member disenrolled during that CY but the ICP date is in the year reviewed.

An ICP will not count towards the Primary Contractor's assigned number if the Member has been disenrolled from the BH-MCO and the ICP date is not in the year reviewed. In order to receive a P4P payment, the ICP target number must be met.

3. **Hospitalization Notification and Coordination**- Each BH-MCO and PH-MCO will jointly share responsibility for notification of all inpatient hospital admissions and will coordinate discharge and follow-up. This includes at a minimum the Member's identification, the date of inpatient admission and name of the acute care hospital. Additional information sharing is encouraged as appropriate per HIPAA and regulatory standards. Notification to the partner MCO of hospital admissions shall occur within one (1) business day of when the responsible MCO partner learns of the admission (e.g., if the BH-MCO knows of an admission, it will notify the PH-MCO within one (1) business day and vice versa). The BH-MCO will maintain documentation to support the attestation of 90% admissions notifications. By submitting the AICPR, the BH-MCO is representing that the admission notification dates included in the AICPR are accurate. The BH-MCO must maintain documentation of the date the BH-MCO notified the PH-MCO of the admission. The AICPR will be reviewed by the Department to determine how frequently the BH-MCO notified the PH-MCO within one (1) business day of the Member's hospitalization. The percentage of notifications occurring within one (1) business day must be equal to or greater than ninety percent.

4. **ICP Sharing -** The Primary Contractor and its BH-MCO must create a process to share and discuss at a minimum the ICP core elements with the Member's behavioral health Provider. The Primary Contractor and its BH-MCO must also work with the PH-MCO to develop a process for identifying who shares and discusses the ICP with the Member. The process must include identifying the individual with the most direct or best relationship with the Member so that this individual can share the ICP with the Member. The individual sharing the ICP does not have to be an employee of the Primary Contractor or its BH-MCO. If the Primary Contractor and its BH-MCO are identified as having responsibility for ensuring that the ICP is shared, the Primary Contractor and its BH-MCO must notify the PH- MCO within thirty (30) days of when the ICP was shared with the Member. The Primary Contractor and its BH-MCO must record the date the ICP was shared in the AICPR.

A. PERFORMANCE MEASURES

The performance measures for the CY 2024 ICP Program include the following:

1. Initiation and Engagement of Alcohol and Other Drug Dependence Treatment (IET-ICP)
   a. Initiation rate
   b. Engagement rate

2. Adherence to Antipsychotic Medications for Individuals with Schizophrenia (SAA-ICP)

3. Combined behavioral health and physical health Inpatient 30-Day Readmission Rate for Individuals with SPMI (REA-ICP)

4. Emergency Department Utilization for Individuals with SPMI (EDU-ICP) defined in member months (MM)

5. Combined behavioral health and physical health Inpatient Admission Utilization for Individuals with SPMI (IPU-ICP) defined in MM

6. Diabetes Screening for People with SPMI who are using Antipsychotic Medications (SSD-ICP)

7. Diabetes Care for People with SPMI: Hemoglobin A1c (HbA1c) Poor Control (>9/0%) (HPCMI-ICP)

8. Cardiovascular Monitoring for People with Cardiovascular Disease and SPMI (SMC-ICP)

9. Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence for individuals with SPMI (FUA-ICP)
   a. Follow-up within 7 days
   b. Follow-up within 30 days

10. Follow-Up After Emergency Department Visit for Mental Illness for individuals with SPMI (FUM-ICP)
    a. Follow-up within 7 days
    b. Follow-up within 30 days

Note: The ICP P4P measures are subject to change due to changes in the specifications made by the measurement steward.

B. PAYMENT FOR PERFORMANCE

The ICP P4P Program measures Benchmark Performance and Improvement Performance. Payments will be based on meeting a Benchmark Performance/Goal or an incremental improvement goal calculated from the previous HEDIS/PAPM Measurement Year (MY) 2022/Review Year (RY) of 2023 to the HEDIS/PAPM MY 2023/RY 2024.

- **Benchmark Performance**: The Department will make a Benchmark Performance payout for performance relative to the HEDIS® MY 2023 (RY 2024) benchmarks for all measures excluding the measures below, which will have a goal assigned:
    - Initiation and Engagement of Alcohol and Other Drug Dependence Treatment (IET-ICP) – Engagement rate,
    - Emergency Department Utilization for Individuals with SPMI (EDU-ICP),
    - Combined BH-PH Inpatient 30 Day Readmission Rate for Individuals with SPMI (REA-ICP) and
    - Combined BH-PH Inpatient Admission Utilization for Individuals with SPMI (IPU-ICP).
    - Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence of Individuals with SPMI (FUA-ICP)
    - Follow-Up After Emergency Department Visit for Mental Illness for Individuals with SPMI (FUM-ICP)

There is no Benchmark Performance payout for:

- Diabetes Screening for People with SPMI who are using Antipsychotic Medications (SSD-ICP),
- Diabetes Care for People with SPMI: Hemoglobin A1c (HbA1c) Poor Control (>9/0%) (HPCMI-ICP) and
- Cardiovascular Monitoring for People with Cardiovascular Disease and Schizophrenia (SMC-ICP).

The Department will award a Benchmark Performance or Goal payout amount for each measure that will range from 0% up to and including 125% of the measure's value, defined as half of the Primary Contractor's Maximum Program Payout amount divided by seven (7) quality indicators.

The Department will distribute the payouts according to the following criteria:

a. All HEDIS® Measures
    - HEDIS® MY 2023/RY 2024 rate at or above the 90th percentile benchmark: 125% of the measure value.
    - HEDIS® MY 2023/RY 2024rate at or above the 75th percentile and below the 90th percentile benchmark: 100% of the measure value.

- HEDIS® MY 2023 rate at or above the 50th percentile and below the 75th percentile benchmark: 75% of the measure value.

b. Emergency Department Utilization for Individuals with SPMI
   - Performance goal at or below 135.00: 100% of the measure value.
   - Performance goal above135.00 : No payout.

c. Combined BH-PH Inpatient 30 Day Readmission Rate for Individuals with SPMI
   - Performance goal at or below 15.00%: 100% of the measure value.
   - Performance goal above 15.00%: No payout.

d. Combined BH-PH Inpatient Admission Rate for Individuals with SPMI
   - Performance goal at or below 22.00: 100% of the measure value.
   - Performance goal above 22.00: No payout.

e. Initiation and Engagement of Alcohol and Other Drug Dependence Treatment – Engagement rate
   - Performance goal at or above 32.00%: 100% of the measure value.
   - Performance goal below 32.00%: No payout.

- **Improvement Performance:** The Department will award an Improvement Performance payout amount for each measure that will range from 0% up to and including 100% of the measure's value, defined as half of the Primary Contractor's Maximum Program Payout amount divided by ten (10) quality indicators.

  The measures below will only receive an incremental improvement payout:
  - Diabetes Screening for People with SPMI who are using Antipsychotic Medications (SSD-ICP),
  - Diabetes Care for People with SPMI: Hemoglobin A1c (HbA1c) Poor Control (>9/0%) (HPCMI-ICP) and
  - Cardiovascular Monitoring for People with Cardiovascular Disease and SPMI (SMC-ICP)

  NOTE: For Diabetes Screening for People with SPMI who are using Antipsychotic Medications and Cardiovascular Monitoring for People with Cardiovascular Disease and SPMI, if the denominator is small (<30) the payout may change to a Benchmark Performance payout from an Improvement Performance payout. For Diabetes Care for People with SPMI: Hemoglobin A1c (HbA1c) Poor Control (>9/0%), if the denominator is small (<30), the Improvement Performance payout would change to a Goal payout.

There is no Improvement Performance payout for Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence for individuals with SPMI and Follow-Up After Emergency Department Visit for Mental Illness for individuals with SPMI.

The Improvement Performance payout scales will be applied contingent on benchmark percentile performance for each HEDIS® MY 2023 measure.

- If improvement is achieved and the benchmark performance for that measure is <50th percentile, Scale 1 will be applied.
- If improvement is achieved and the benchmark performance for that measure is ≥50th percentile and <75th percentile, Scale 1 will be applied.
- If improvement is achieved and the benchmark performance ≥75th percentile Scale 2 will be applied.

This Benchmark Performance payout applies to Initiation and Engagement of Alcohol and Other Drug Dependence Treatment-Initiation rate (IET-ICP), and Adherence to Antipsychotic Mediations for Individuals with Schizophrenia, Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence for individuals with SMPI (FUA-ICP) and Follow-Up After Emergency Visit for Mental Illness for individuals with SPMI (FUM – ICP).

a. Scale 1:

The Department will make Improvement Performance payouts for incremental performance improvement from the previous year's rate. Incremental performance improvements are measured comparing rates from HEDIS® MY 2022 (RY 2023) to HEDIS® MY 2023(RY 2024).

- ≥ 5 Percentage Point Improvement: 100% of the measure value.
- ≥ 4 and < 5 Percentage Point Improvement: 80% of the measure value.
- ≥ 3 and < 4 Percentage Point Improvement: 60% of the measure value.
- ≥ 2 and < 3 Percentage Point Improvement: 40% of the measure value.
- ≥ 1 and < 2 Percentage Point Improvement: 20% of the measure value.
- < 1 Percentage Point Improvement: No payout.

b. Scale 2:

The Department will make Improvement Performance payouts for incremental performance improvement from the previous year's rate. Incremental performance improvements are measured comparing rates from MY 2022 (RY

2023) to MY 2023 (RY 2024) and PAPM MY 2022 (RY 2023) to PAPM MY 2023 (RY 2024).

Scale 2 also applies to the following measures:

- Initiation and Engagement of Alcohol and Other Drug Dependence - Engagement rate (IET-ICP),
- Emergency Department Utilization for Individuals with SPMI (EDU-ICP),
- Combined BH-PH Inpatient Admission Utilization Rate for Individuals with SPMI (IPU-ICP),
- Combined BH-PH Inpatient 30 Day Readmission Rate for Individuals with SPMI (REA-ICP),
- Diabetes Screening for People with SPMI who are using Antipsychotic Medications (SSD-ICP),
- Diabetes Care for People with SPMI: Hemoglobin A1c (HbA1c) Poor Control (>9.0%) (HPCMI-ICP) and
- Cardiovascular Monitoring for People with Cardiovascular Disease and SPMI (SMC-ICP).

- ≥ 5 Percentage Point Improvement: 100% of the measure value.
- ≥ 4 and < 5 Percentage Point Improvement: 100% of the measure value.
- ≥ 3 and < 4 Percentage Point Improvement: 100% of the measure value.
- ≥ 2 and < 3 Percentage Point Improvement: 85% of the measure value.
- ≥ 1 and < 2 Percentage Point Improvement: 75% of the measure value.
- ≥ 0.5 and < 1 Percentage Point Improvement: 50% of the measure value.
- < 0.5 Percentage Point Improvement: No payout.

NOTE: At the discretion of the Department, the payout structure is subject to change based on reporting restrictions. The Department will share those changes with the Primary Contractor and its BH-MCO.

C. PAYMENT TO THE PRIMARY CONTRACTORS

Ten million dollars ($10M) will be allocated for the ICP Program in RY 2024 for Behavioral Health. The funding will be allocated to each Primary Contractor according to its overall percent of HealthChoices Members from the previous calendar year.

If the Department has a payment obligation to the Primary Contractor under Section C above, pursuant to this Appendix, the Department will issue the payment by August 31, 2025.

Appendix F

Fraud, Waste and Abuse Reporting Requirements

Fraud, Waste, and Abuse reporting is governed by 62 P.S. §§ 1401 et seq., 55 Pa. Code §§ 1101.73 - 1101.75, and 42 C.F.R. §§ 438.608(a)(7)-(8) and 455.23. Member referrals are governed by 55 Pa. Code §§ 1101.91 and 1101.92.

Fraud, Waste, and Abuse Referrals

The Primary Contractor and its BH-MCO are required to report to the Department's Bureau of Program Integrity (BPI) any act by Providers or their employees as well as by any MA Recipients or their caregivers that may affect the integrity of the HealthChoices Program. If the Primary Contractor or its BH-MCO suspects Fraud, Waste or Abuse, the Primary Contractor or its BH-MCO must report the suspected Fraud, Waste or Abuse to BPI. The instructions and MCO Referral Form templates are located on the HealthChoices extranet website under Managed Care Programs/Fraud and Abuse.

In addition to referrals to the Department, the Primary Contractor and its BH-MCO are required to promptly submit any potential Fraud to the Pennsylvania Office of Attorney General's Medicaid Fraud Control Section in accordance with 42 C.F.R. § 438.608(a)(7). The referrals to the Department shall be submitted using the Department's MCO Referral Form. Potential Fraud referrals submitted to the Department using the MCO Referral Form will be sent to the Pennsylvania Office of Attorney General's Medicaid Fraud Control Section if it is determined by the Department that there is a credible allegation of Fraud. . After submitting the MCO Referral Form to the Department, the Primary Contractor or its BH-MCO is required to upload the supporting documentation to the Department using DocuShare. The BH-MCO is also required to upload the same supporting documentation of Fraud to the Office of Attorney General, Medicaid Fraud Control Section through ShareFile.

The Primary Contractor and its BH-MCO must notify BPI if it recovers any overpayments or improper payments related to Fraud, Waste or Abuse of Medical Assistance funds from Network Providers, or otherwise takes an adverse action against a Provider.

The Primary Contractor and its BH-MCO are required to report quality issues to BPI for further investigation. Quality issues are issues which on an individual basis affect the Recipient's health (e.g. poor-quality services, inappropriate treatment, aberrant or abusive prescribing patterns, or withholding of Medically Necessary services from a Recipient).

All confirmed Abuse, Waste or quality referrals must be made with supporting documentation promptly, within thirty (30) days of the identification of the problem/issue. For all Potential Fraud referrals, the Primary Contractor and its BH-MCO must conduct a preliminary investigation to the level of an indication of indicia of Fraud. The Primary Contractor and its BH-MCO may informally consult with other state agencies or law enforcement to reach this determination. The Primary Contractor and its BH-MCO must send to BPI all relevant documentation within 30 days after the

preliminary allegations have been confirmed through additional review and/or documentation, and the Primary Contractor and its BH-MCO believes that there is now a potential credible allegation of Fraud. Relevant documentation can include, but is not limited to, the materials listed on the "Checklist of Supporting Documentation for Referrals" located on the HealthChoices extranet website under Managed Care Programs/Fraud and Abuse. The Primary Contractor or its BH-MCO must check the appropriate boxes on the "Checklist of Supporting Documentation for Referrals" form to indicate the supporting documentation that is included with each referral. A copy of the completed checklist and all supporting documentation must accompany each referral. Any egregious situations or acts (e.g., those that are causing or imminently threaten to cause harm to a Member or significant financial loss to the Department or its agent) must be referred immediately to BPI for further investigation.

Once completed, the Primary Contractor or its BH- MCO must electronically submit the MCO Referral Form to BPI through the HealthChoices Extranet. Additionally, the following information must be submitted to BPI electronically using a DocuShare folder designated by BPI:

- Checklist of Supporting Documentation for Referrals, linked on the BH-MCO Referral Form, located on the HealthChoices Extranet,
- A copy of the confirmation page (which will appear after the "Submit" button is clicked when submitting the BH-MCO Referral Form), and
- All supporting documentation.

Referrals without all supporting documentation will not be processed and will be returned for further development.

If DocuShare is inaccessible for any reason, the BH MCO must notify the BPI contract monitor, then mail the required supporting information identified above to the below address:

Department of Human Services
Bureau of Program Integrity – DPPC/DPR
P.O. Box 2675
Harrisburg, PA 17105-2675

Failure to comply with this Appendix may result in sanctions or corrective action as specified in Appendix F.1 of the Agreement. Pursuant to 42 C.F.R. § 455.23(a), the Department will suspend all Medicaid payments to a Provider if it determines that there is a credible allegation of Fraud, Waste or Abuse for which an investigation is pending under the Medicaid program against the Provider unless the Department has good cause not to suspend payments or to suspend payments in part. Upon notification from the Department of the imposition of a payment suspension, the Primary Contractor and its BH-MCO must at a minimum also suspend payments to the Provider.

Member Restriction

All suspected Member Fraud, Waste or Abuse should be reported directly to BPI's Recipient Restriction Section by the Primary Contractor or its BH-MCO in coordination with the applicable PH-MCO's Restriction Coordinator using the established restriction referral process.

All additional information should also be sent to the Recipient Restriction Section at:

Department of Human Services
Bureau of Program Integrity
Recipient Restriction Program
Box 2675
Harrisburg, PA 17105-2675
717-772-4627 (office)
717- 214-1200 (fax)

Mandatory Reporting Requirements

Quarterly and Annual Compliance Reporting

The Primary Contractor and its BH-MCO must submit to BPI quarterly and annually statistical reports which detail the Primary Contractor's and its BH-MCO's detection of Fraud, Waste or Abuse and sanctioning of Providers.

The "MCO Quarterly Compliance Report" and instructions for completion are located online at:

https://pagov.sharepoint.com/:x:/r/sites/DHS-HC-Extranet/_layouts/15/doc2.aspx?sourcedoc=%7B03DB450C-BB31-4EC0-81C4-556ECAAAA866%7D&file=MCO%20Quarterly%20Compliance%20Report.xlsm&action=default&mobileredirect=true&cid=c8cf7dbe-5983-4584-bb1c-e41a14c9fac8

The Primary Contractor or its BH-MCO must include the following information in all quarterly and annual reports (42 C.F.R. § 438.608(a)(2)):

- Information for all situations where a Provider's action caused an overpayment to occur
- Cases under review including approximate dollar amounts
- Providers terminated due to Medicare/Medicaid preclusion
- Providers terminated for good cause or best interest
- Overpayments recovered
- Cost avoidance issues related to identifying or identified Fraud, Waste, and Abuse

Upon completion of the Quarterly and annual Compliance Report, the Primary Contractor or its BH-MCO must submit the Report via Docushare. The Primary Contractor or its BH-MCO must

provide a quarterly and annual certification statement signed by the Chief Executive Officer, the Chief Financial Officer or the Chief Operations Officer and the Special Investigation Unit (SIU) Manager/Compliance Officer with every reporting package being submitted. If revisions are made to any report, an additional quarterly certification statement must accompany the revised report being sent to the Department of Human Services.

Provider Payment Suspension Reporting Requirements

The Primary Contractor and its BH-MCO will monitor claims submitted by a Provider during a payment suspension, and report on a monthly basis via the Provider Payment Suspension Report to BPI the amount of funds withheld from the Provider during the payment suspension.

Upon completion of the Provider Payment Suspension Report, the Primary Contractor or its BH-MCO must submit the Report via Docushare. The Primary Contractor or its BH-MCO must provide a monthly certification statement signed by the Chief Executive Officer, the Chief Financial Officer or the Chief Operations Officer and the Special Investigation Unit (SIU) Manager/Compliance Officer with every reporting package it submits. If revisions are made to any report, an additional monthly certification statement must be submitted to the Department with the revised report.

Fraud, Waste, and Abuse Hotline

Information for Inclusion in Provider Manuals

The following information must be included in Provider Handbooks:

The Department of Human Services has established a hotline to report suspected Fraud, Waste, and A buse committed by any entity providing services to Medical Assistance recipients.

The hotline number is 1-866-DHS-TIPS (1-844-347-8477) and is available between the hours of 8:30 AM and 3:30 PM, Monday through Friday. Voice mail is available at all other times. Callers do not have to give their name and may call after hours and leave a voice mail if they prefer.

Some common examples of Fraud, Waste and Abuse are:

- Billing or charging Medical Assistance recipients for covered services
- Billing more than once for the same service
- Dispensing generic drugs and billing for brand name drugs
- Falsifying records
- Performing inappropriate or unnecessary services

Suspected Fraud, Waste and Abuse may also be reported via the website at:

https://www.dhs.pa.gov/about/Fraud-And-Abuse/Pages/MA-Fraud-and-Abuse---General-Information.aspx

You do not have to give your name if you use the website or email to report Fraud, Waste or

Abuse. The website contains additional information on reporting Fraud, Waste and Abuse.

Appendix F.1

GUIDELINES FOR SANCTIONS FOR FRAUD, WASTE AND ABUSE

To maintain the integrity of the HealthChoices Program and to ensure that the Primary Contractor and its BH-MCO comply with pertinent provisions and related state and federal policies, including rules and regulations involving Fraud, Waste and Abuse, the Department will impose sanctions on the Primary Contractor or its BH-MCO when there is evidence of Fraud, Waste and Abuse related to the HealthChoices Program. To that end, Program compliance and improvement assessments, including financial assessments payable to the Commonwealth of Pennsylvania, will be applied by BPI for any of the Primary Contractor's and its BH-MCO's identified program integrity compliance deficiencies. The Department may also impose additional sanctions available under applicable law and regulations.

FRAUD, WASTE AND ABUSE WHICH MAY RESULT IN SANCTIONS

The Department may impose sanctions for the Primary Contractor's and its BH-MCO's non-compliance with Fraud, Waste and Abuse requirements which include, but are not limited to, the following:

A. Failure to implement, develop, monitor, continue or maintain the required written compliance program directly related to the detection, prevention, investigation, referral or sanction of Fraud, Waste and Abuse by Providers, caregivers, Members or employees of the Primary Contractor or its BH-MCO.

B. Failure to cooperate with reviews by oversight agencies or their designees, including the Department, Pennsylvania Office of Attorney General Medicaid Fraud Control Unit, Office of Inspector General of the U.S. DHHS, and other state or federal agencies and auditors under contract to CMS or the Department (42 C.F.R. § 438.3(h)).

C. Failure to adhere to applicable state and federal laws and regulations.

D. Failure to adhere to the terms of this Agreement, and Appendix F which relates to Fraud, Waste and Abuse issues.

E. Failure to provide the Department, upon its written request, encounter data, claims data and information, payment methodology, policies or other data required to document the services and items delivered by or through the BH-MCO to Members (42 C.F.R. § 438.604).

F. Engaging in actions that indicate a pattern of wrongful denial of payment for a health-care benefit, service or item that the Primary Contractor or its BH-MCO is required to provide under the Agreement.

G. Failure to furnish services or to provide Members a health benefit, service or item that the Primary Contractor or its BH-MCO is required to provide under the Agreement (42

C.F.R. § 438.700(b)(1)).

H. Engaging in actions that indicate a pattern of wrongful delay in making payment (60 days) for a health-care benefit, service or item that the Primary Contractor or its BH-MCO are required to provide under the Agreement.

I. Discriminating against Members or prospective Members on any basis including without limitation, age, gender, ethnic origin or health status (42 C.F.R. §438.3(d)(3 &4)).

J. Failure to pay overpayments to the Department that are identified through Network Provider audits, reviews, or investigations conducted by BPI or its designee and other state and federal agencies.

RANGE OF SANCTIONS

The Department may impose sanctions as set forth in Part II-3, Section H.2 of the Agreement including, but not limited to, preclusion or exclusion of the BH-MCO, its officers, managing employees or other individuals with direct or indirect ownership or control interest in accordance with 42 U.S.C. § 1320a-7, 42 C.F.R. Parts 1001 and 1002; 62 P.S. § 1407 and 55 Pa. Code §§ 1101.75 and 1101.77.

These sanctions may, but need not be, progressive. The Department's intends to maintain an effective, reasonable and consistent sanctioning process as deemed necessary to protect the integrity of the HealthChoices Program.

Appendix G

OPIOID USE DISORDER CENTERS OF EXCELLENCE

A. The Primary Contractor and its BH-MCO must develop an adequate network of behavioral health Opioid Use Disorder Centers of Excellence (OUD-COE) enrolled in the MA Program as Provider Specialty Type 232 – Opioid Center of Excellence.

B. The Primary Contractor or its BH-MCO must coordinate with a member's PH-MCO and any OUD-COE providing services to the member in accordance with Section II-4.C of this Agreement to ensure that the member's care is coordinated and not duplicated.

C. The following services, when provided as clinically appropriate and included or reflected in the individual member's care plan, constitute community-based care management services as defined in the State Plan. COE care management services may be provided via telehealth in accordance with OMHSAS telehealth guidance.

1. Screening and Assessment

    a. Assessments to identify a member's needs related to Social Determinants of Health, administered in home and community-based settings whenever practicable.

    b. Level of care assessments, which may be completed either by the OUD-COE or through a referral. If a level of care assessment results in a recommendation of Medication Assisted Treatment (MAT), the OUD-COE must provide education related to MAT.

    c. Screenings for clinical needs that require referrals or treatment, including screenings for risk of suicide.

2. Care Planning

    a. Development of integrated, individualized care plans that include, at a minimum:

        1. A member's treatment and non-treatment needs

        2. The member's preferred method of care management, such as in-person meetings, phone calls, or through a secure messaging application

        3. The identities of the member's community-based care management team, as well as the members of the member's individual support system

    b. Care coordination with a member's primary care provider, mental health service provider, drug & alcohol treatment provider, pain management provider, obstetrician or gynecologist, and PH-MCO, as applicable

3. Referrals

    a. Facilitating referrals to necessary and appropriate clinical services according to the member's care plan, including:

        1. Primary care, including screening for and treatment of positive screens for: HIV, Hepatitis A (screening only); Hepatitis B; Hepatitis C; and Tuberculosis.

        2. Perinatal care and family planning services

        3. Mental health services

        4. Forms of medication approved for use in MAT not provided at the OUD-COE Provider's enrolled service location(s)

        5. MAT for pregnant women, if the OUD-COE Provider does not provide MAT to pregnant women

        6. Drug and alcohol outpatient services

        7. Pain management

    b. Facilitating referrals to any ASAM Level of Care that is clinically appropriate according to a Level of Care Assessment

    c. Facilitating referrals to necessary and appropriate non-clinical services according to the results of the member's needs identified through a Social Determinants of Health screening

4. Monitoring

    a. Individualized follow-up with members and monitoring of members' progress per the member's care plan, including referrals for clinical and non-clinical services

    b. Continued and periodic re-assessment of a member's Social Determinants of Health needs

    c. Performing urine drug screenings at least monthly

5. Making and receiving warm hand-offs. In the event of a warm hand-off from an overdose event, the OUD-COE must provide education related to overdose risk and naloxone.

D. To determine whether OUD-COE care management services are appropriate for a member, the Primary Contractor or its BH-MCO, in coordination with the OUD-COE, shall utilize the inclusion and exclusion criteria established in the OUD-COE Fidelity Checklist. The Department will make the OUD-COE Fidelity Checklist available to the Primary Contractor or its BH-MCO .

E. The Primary Contractor or its BH-MCO will perform a claims analysis on an annual basis, due to the Department no later than July 31 of the calendar year following the year for which claims are being analyzed. The Primary Contractor will identify OUD-COE clients as those members for whom a G9012 procedure code claim was submitted during the previous year and will analyze the additional claims submitted for those members, focusing on the metrics defined in the instructions for the Annual COE reporting form, available on DocuShare. The purpose of this analysis will be to monitor COEs for adherence with the terms of their provider contracts and to ensure quality services are being provided to the BH-MCO's members. This claims analysis must demonstrate that any change in payment rate paid to an OUD-COE provider for G9012 procedure code claims has not resulted in a significant negative impact on member outcomes.

APPENDIX H
Complaint, Grievance and Fair Hearing Processes

A. General Requirements

1. The BH-MCO must have written policies and procedures for registering, responding to, and resolving Complaints and Grievances (at all levels) as they relate to the MA population.

2. All Complaint, Grievance, and Fair Hearing policies and procedures developed by a BH-MCO must be approved in writing by the Department prior to their implementation.

3. The Complaint and Grievance processes must be fair, easy to understand, easy to follow, easily accessible and respectful of the Member's rights.

4. The BH-MCO policies and procedures regarding Member Complaints and Grievances must be provided to Members in written form:

a. Upon enrollment into the BH-MCO,
b. Upon Member request, and
c. At least 30 Days before a Department-approved change becomes effective.

5. The BH-MCO must require Network Providers to display information about how to file a Complaint or a Grievance and the Complaint and Grievance process at all Network Provider offices.

6. The BH-MCO may not charge Members a fee for filing a Complaint or Grievance.

7. The BH-MCO must require Network Providers to display a notification that Members will not incur a fee for filing Complaints or Grievances at any level of the process at all Network Provider offices.

8. The BH-MCO must operate a toll-free telephone service for Members to use to file Complaints and Grievances and to follow up on Complaints and Grievances filed by Members. The phone service must be operated 24 hours a day, 7 Days a week by appropriately trained staff. Voice mail or recorded messages are not allowed. The BH-MCO must provide Members with the number of the toll-free telephone service.

9. All BH-MCO staff that interact with Members must receive training on Complaints and Grievances that includes how to record a Complaint or Grievance and how to provide the information staff receive to designated Complaint and Grievance staff for processing at least once during each calendar year or more frequently, if needed.

10. All County and BH-MCO staff involved in the Complaint and Grievance processes and all review committee members must receive training in the areas related to their responsibility at least once during each calendar year or more frequently, if needed.

11. All County and BH-MCO staff involved in the Complaint and Grievance processes and all review committee members must have the necessary orientation, knowledge, and experience to make a determination about assigned issues and must analyze information and resolve disputed issues in a fair and nondiscriminatory manner.

12. All review committee proceedings shall be conducted in a manner that is informal and impartial to avoid intimidating the Member or the Member's representative.

13. The BH-MCO must identify a lead person responsible for overall coordination of the Complaint and Grievance processes, including the provision of information and instructions to Members.

14. The BH-MCO must maintain an accurate log of all Complaints, Grievances and Fair Hearings, which includes, at a minimum:

a. Identifying information about the Member
b. A description of the reason for the Complaint, Grievance or Fair Hearing
c. The date the Complaint, Grievance or Fair Hearing was received
d. The date of the review, review meeting or hearing (if applicable)
e. The decision
f. The date of the decision
g. If the second level Complaint review committee or the Grievance review committee included a consumer representative

15. The BH-MCO must retain all Complaint and Grievance records, which must include a copy of any document reviewed by the Complaint or Grievance review committee and the Complaint or Grievance log, for 10 years from the date the Complaint or Grievance was filed. The BH-MCO must provide the record of each Complaint and Grievance to the Department, PID, and CMS upon request.

16. The BH-MCO must allow the Member or the Member's representative if the Member has provided the BH-MCO with written authorization that indicates that the representative may be involved and/or act on the Member's behalf access to all relevant documents pertaining to the subject of the Member's Complaint or Grievance, including any new or additional evidence considered, relied upon, or generated for the Complaint or Grievance review and, if an Investigator was assigned, any information obtained as part of the investigation. The BH-MCO may not charge Members or their representatives for copies of the documentation.

17. The BH-MCO must ensure that there is a link between the Complaint and Grievance processes and the Quality Management and Utilization Management programs.

18. The BH-MCO may not use the time frames or procedures of the Complaint or Grievance process to avoid the medical decision process or to discourage or prevent a Member from receiving medically necessary care in a timely manner.

19. The BH-MCO must accept Complaints and Grievances from Members who have disabilities which are in alternative formats including: TTD/TTY for telephone inquiries and Complaints and Grievances from Members who are deaf or hearing impaired; Braille; recording; or computer disk; and other commonly accepted alternative forms of communication. The BH-MCO must make its employees who receive telephone Complaints and Grievances aware of the speech limitation of some Members who have disabilities so they treat these Members with patience, understanding, and respect.

20. The BH-MCO must provide Members who have disabilities assistance with preparing and presenting their case at Complaint or Grievance reviews at no cost to the Member. This includes, but is not limited to:

a. Providing qualified sign language interpreters for Members who are deaf or hearing impaired;

b. Providing information submitted on behalf of the BH-MCO at the Complaint or Grievance review in an alternative format accessible to the Member filing the Complaint or Grievance. The alternative format version must be supplied to the Member before the review and at the review, so the Member can discuss and/or refute the content during the review; and

c. Providing personal assistance to Members with other physical limitations with copying and presenting documents and other evidence.

21. The BH-MCO must provide language interpreter services when requested by a Member at no cost to the Member.

22. The BH-MCO must offer Members the assistance of a BH-MCO staff member throughout the Complaint and Grievance processes at no cost to the Member. The BH-MCO staff member cannot have been involved in and cannot be a subordinate of anyone who was involved in any previous level of review or decision-making on the issue that is the subject of the Complaint or Grievance.

23. The BH-MCO must require that anyone who participates in making the decision on a Complaint or Grievance was not involved in and is not a subordinate of anyone who was involved in any previous level of review or decision-making on the issue that is the subject of the Complaint or Grievance.

24. Upon receipt of a Complaint or Grievance, the BH-MCO must offer to provide Members with names and contact information of advocacy organizations available to assist Members.

25. If the decision on a Member's Complaint or Grievance indicates that a corrective plan of action or follow-up is needed to address quality of care concerns, the BH-MCO must implement the corrective plan of action or follow-up and document the actions taken in the Complaint or Grievance record or include in the record where documentation of the corrective action or follow-up can be found.

26. If a Member continued to receives services at the previously authorized level because the Member filed a Complaint, Grievance, or Fair Hearing to dispute a decision to discontinue, reduce, or change a service that the Member has been receiving within one Day from the mail date on the written notice of decision if acute inpatient services were being discontinued, reduced, or changed or within 15 Days from the mail date on the written notice of decision if any other services were being discontinued, reduced, or changed, the BH-MCO must pay for the services pending resolution of the Complaint, Grievance, or Fair Hearing, unless the Member subsequently withdraws the Complaint, Grievance or Fair Hearing.

27. The BH-MCO must notify the Member when the BH-MCO fails to decide a first level Complaint or Grievance within the time frames specified in this Appendix, using the Notice for Failure of the BH-MCO to Meet Complaint or Grievance Time Frames template. The BH-MCO must mail this notice to the Member one Day following the date the decision was to be made.

28. The BH-MCO must notify the Member when it denies payment after a service(s) has been delivered because the service(s) was provided without authorization by a provider not enrolled in the Pennsylvania Medical Assistance Program, using the Notice for Payment Denial Because the Service Was Provided Without Authorization by a Provider Not Enrolled in the Pennsylvania Medical Assistance Program template. The BH-MCO must mail this notice to the Member on the day that the decision is made to deny payment.

29. The BH-MCO must notify the Member when it denies payment after a service(s) has been delivered because the service(s) provided is not a covered service(s) for the Member, using the Notice for Payment Denial Because the Service Was Not a Covered Service for the Member template. The BH-MCO must mail this notice to the Member on the day that the decision is made to deny payment.

30. The BH-MCO must notify the Member when it denies payment after a service(s) has been delivered because the BH-MCO determined that the emergency room service(s) was not medically necessary, using the Notice for Denial of Payment After a Service(s) Has Been Delivered Because the Emergency Room Service(s) Was Not Medically Necessary template. The BH-MCO must mail this notice to the Member on the day the decision is made to deny payment.

31. The BH-MCO must notify the Member when it denies the Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities, using the Notice for Denial of Request to Dispute Financial Liability template. The BH-MCO must mail this notice to the Member on the day the decision is made to deny the request to dispute a financial liability.

32. The BH-MCO must include the Non-Discrimination Notice and Language Assistance Services templates when sending a letter or notice to a Member and a Member's representative if the Member has provided the BH-MCO with written authorization that indicates that the representative may be involved and/or take action on the Member's behalf.

33. The BH-MCO must use the templates supplied by the Department, which are available in DocuShare. The BH-MCO may not modify the templates. The BH-MCO must also follow the

instruction in the templates for including detailed, specific information related to the Complaint or Grievance.

B. Complaint Requirements

1. Definition**:** A Complaint is a dispute or objection regarding a Network Provider or the coverage, operations, or management policies of a BH-MCO, which has not been resolved by the BH-MCO and has been filed with the BH-MCO or with the Pennsylvania Insurance Department (PID), including, but not limited to:

a. a denial because the requested service is not a covered service;

b. the failure of the BH-MCO to meet the required time frames for providing a service;

c. the failure of the BH-MCO to decide a Complaint or Grievance within the specified time frames;

d. a denial of payment by the BH-MCO after a service(s) has been delivered because the service(s) was provided without authorization by a provider not enrolled in the Pennsylvania Medical Assistance Program;

e. a denial of payment by the BH-MCO after a service(s) has been delivered because the service(s) is not a covered service(s) for the Member;

f. a denial of a Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities; or

g. a Member's dissatisfaction with the BH-MCO or a Provider.

The term does not include a Grievance.

Note: Complaints do not include requests to reconsider a decision concerning the medical necessity, appropriateness, health care setting, level of care, or effectiveness of a covered service.

2. First Level Complaint Process

a. A BH-MCO must permit a Member to designate a representative, which may include the Member's Provider, if the Member provides the BH-MCO with written authorization that indicates that the representative may be involved and/or act on the Member's behalf. Failure to provide written authorization that the representative may be involved and/or act on the Member's behalf may not delay the Complaint process.

A Member or Member's representative (if designated) may file a Complaint either orally or in writing.

b. If the Complaint disputes one of the following, the Member or Member's representative (if designated) must file a Complaint within 60 Days from the date of the incident complained of or the date the Member receives written notice of a decision:

i. a denial because the requested service is not a covered service;

ii. the failure of the BH-MCO to meet the required time frames for providing a service;

iii. the failure of the BH-MCO to decide a Complaint or Grievance within the specified time frames;

iv. a denial of payment after a service(s) has been delivered because the service(s) was provided without authorization by a provider not enrolled in the Pennsylvania Medical Assistance Program;

v. a denial of payment after a service(s) has been delivered because the service(s) is not a covered service(s) for the Member; or

vi. a denial of a Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities.

For all other Complaints, there is no time limit for filing a Complaint.

c. A Member who files a Complaint to dispute a decision to discontinue, reduce, or change a service that the Member has been receiving on the basis that the service is not a covered service must continue to receive the disputed service at the previously authorized level pending resolution of the Complaint, if the Complaint is filed orally, hand delivered, faxed, or post-marked within one Day from the mail date on the written notice of decision if acute inpatient services are being discontinued, reduced, or changed or within 15 Days from the mail date on the written notice of decision if any other services are being discontinued, reduced, or changed.

d. The BH-MCO must send the Member and Member's representative (if designated), an acknowledgment letter, using the appropriate acknowledgment letter template upon receipt of the Complaint, which can be no later than 5 business days after receipt of the Complaint.

If the Complaint disputes one of the following the BH-MCO must use the Complaint Acknowledgement Letter template:

i. a denial because the requested service is not a covered service;

ii. the failure of the BH-MCO to meet the required time frames for providing a service;

iii. the failure of the BH-MCO to decide a Complaint or Grievance within the specified time frames;

iv. a denial of payment after a service(s) has been delivered because the service(s) was provided without authorization by a provider not enrolled in the Pennsylvania Medical Assistance Program;

v. a denial of payment after a service(s) has been delivered because the service(s) is not a covered service(s) for the Member; or

vi. a denial of a Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities.

For all other Complaints, the BH-MCO must use the First Level Complaint Acknowledgement Letter template.

e. Upon receipt of the Complaint, the BH-MCO must assign an Investigator who was not involved in and is not the subordinate of anyone who was involved in any previous review or decision-making on the issue that is the subject of the Complaint and who will not benefit financially from the resolution of the Complaint. The Investigator is responsible for obtaining from the Member and any other individuals involved with the Complaint all relevant documents pertaining to the subject of the Complaint. The Investigator must treat the Member and any other individuals involved with the Complaint equally and with respect. The Investigator must provide to the first level Complaint review committee at least 2 Days prior to the Complaint review all information obtained as part of the investigation. The Investigator must attend the Complaint review and present the information obtained as part of the investigation to the first level Complaint review committee. The Investigator cannot be involved in the Complaint review committee's decision.

f. The Complaint review for Complaints **not involving a clinical issue** must be performed by a Complaint review committee, which must include one or more employees of the BH-MCO who were not involved and are the not subordinates of an individual involved in any previous level of review or decision-making on the issue that is the subject of the Complaint.

g. The Complaint review for Complaints **involving a clinical issue** must be performed by a Complaint review committee, which must include one or more employees of the BH-MCO who were not involved in and are not the subordinates of an individual involved in any previous level of review or decision-making on the issue that is the subject of the Complaint. At least one individual on the committee must meet the qualifications described in Appendix AA, section C.3 for an individual that can deny a request for services based on medical necessity and this individual must decide the Complaint. Other appropriate individuals may participate in the review for the purpose of providing clinical information.

h. The BH-MCO must afford the Member a reasonable opportunity to present testimony and evidence and make legal and factual arguments, in person, by telephone, by videoconference, or in writing.

i. The BH-MCO must allow the Member or anyone the Member chooses to present the Member's position to the Complaint review committee.

j. The Member must be provided the opportunity to appear before the Complaint review committee. The BH-MCO must be flexible when scheduling the Complaint review to facilitate the Member's attendance. The Complaint review must be conducted at a time and place that is convenient for the Member. If the Member cannot appear in person at the Complaint review, the BH-MCO must provide an opportunity for the Member to communicate with the Complaint review committee by telephone or videoconference.

k. If a Member requests an in-person first level Complaint review, at a minimum, a member of the first level Complaint review committee must be physically present at the location where the first level Complaint review is held and the other members of the first level Complaint review committee shall participate in the review meeting in person, by telephone or by videoconferencing.

l. The Complaint review committee may ask individuals who attend the Complaint review in person, by telephone, or by videoconference questions related to the subject of the Complaint.

m. The Member may elect not to attend the Complaint review meeting, but the meeting must be conducted with the same protocols as if the Member was present.

n. If the Member's Provider did not file the Complaint, the Member's Provider may participate in the Complaint review only if the Member consents to the Provider being present at the Complaint review. The BH-MCO must document the Member's consent in the Complaint record.

o. County or BH-MCO staff may attend the Complaint review if the Member consents to the staff person attending the Complaint review. The BH-MCO must document the Member's consent in the Complaint record.

p. The BH-MCO must maintain as part of the Complaint record a sign-in sheet that includes the date and time of the review meeting; who was present at the review meeting and why the individual was present at the review meeting; if the individual attended the review meeting in person, by telephone, or by videoconference; the affiliation and job title of anyone present at the review meeting other than the Member; documentation that the Member was told why each individual was present at the review meeting for the purposes stated; and documentation that all individuals present at the review meeting other than the Member have acknowledged that they will keep the information discussed during the review meeting confidential. Individuals who attend the review meeting in person must sign the sign-in sheet. Individuals who attend the review meeting by telephone or videoconference must have their attendance affirmed on the sign-in sheet.

q. The decision of the Complaint review committee must take into account all comments, documents, records, and other information submitted by the Member or the Member's representative (if designated) without regard to whether such information was submitted or considered previously. The decision of the Complaint review committee must be based solely on the information presented at the review.

r. The Complaint review committee must complete its review of the Complaint as expeditiously as the Member's health condition requires.

s. The Complaint review committee must prepare a summary of the issues presented and decisions made, which must be maintained as part of the Complaint record.

t. The BH-MCO must send a written notice of the Complaint decision to the Member, Member's representative (if designated), service Provider, and prescribing Provider (if applicable), within 30 Days from the date the BH-MCO received the Complaint, unless the time frame for deciding the Complaint has been extended by up to 14 Days at the request of the Member. The BH-MCO must document a Member's request for an extension in the Complaint record.

u. If the Complaint disputes the following the BH-MCO must use the Complaint Decision Notice template to send written notice of the Complaint decision:

i. a denial because the requested service is not a covered service;

ii. the failure of the BH-MCO to meet the required time frames for providing a service;

iii. the failure of the BH-MCO to decide a Complaint or Grievance within the specified time frames;

iv. a denial of payment after a service(s) has been delivered because the service(s) was provided without authorization by a provider not enrolled in the Pennsylvania Medical Assistance Program;

v. a denial of payment after a service(s) has been delivered because the service(s) is not a covered service(s) for the Member; or

vi. a denial of a Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities.

For all other Complaints, the BH-MCO must use the first level Complaint Decision Notice template to send written notice of the Complaint decision.

v. If the Complaint disputes one of the following, the Member may file a request for a Fair Hearing, a request for an external review, or both a request for a Fair Hearing and a request for an external review:

i. a denial because the requested service is not a covered service;

ii. the failure of the BH-MCO to meet the required time frames for providing a service;

iii. the failure of the BH-MCO to decide a Complaint or Grievance within the specified time frames;

iv. a denial of payment by the BH-MCO after a service(s) has been delivered because the service(s) was provided without authorization by a provider not enrolled in the Pennsylvania Medical Assistance Program;

v. a denial of payment by the BH-MCO after a service(s) has been delivered because the service(s) is not a covered service(s) for the Member; or

vi. a denial of a Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities.

The Member or Member's representative may file a request for a Fair Hearing within 120 Days from the mail date on the written notice of the BH-MCO's first level Complaint decision.

The Member or Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, may file a request for an external review in writing with PID within 15 Days from the date the Member receives written notice of the BH-MCO's first level Complaint decision.

For all other Complaints, the Member or Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, may file a second level Complaint either in writing, by fax, or orally within 45 Days from the date the Member receives written notice of the BH-MCO's first level Complaint decision.

3. Second Level Complaint Process

a. A BH-MCO must permit a Member to designate a representative, which may include the Member's Provider, if the Member provides the BH-MCO with written authorization that indicates that the representative may be involved and/or act on the Member's behalf. Failure to provide written authorization that the representative may be involved and/or act on the Member's behalf may not delay the Complaint process.

b. A second level Complaint must be filed within 45 Days from the date the Member receives written notice of the BH-MCO's first level Complaint decision.

c. The BH-MCO must send the Member and Member's representative (if designated) an acknowledgment letter using the Second Level Complaint Acknowledgment Letter template upon receipt of the second level Complaint, which can be no later than 5 business days after receipt of the second level Complaint.

d. The second level Complaint review for Complaints **not involving a clinical issue** must be performed by a Complaint review committee made up of 3 or more individuals who were not involved in and are not subordinates of an individual involved in any previous level of review or decision-making on the issue that is the subject of the Complaint.

e. The second level Complaint review for Complaints **involving a clinical issue** must be conducted by a second level Complaint review committee made of up of three (3) or more individuals who were not involved in and or not the subordinates of an individual involved in any previous level of

review or decision-making on the issue that is the subject of the Complaint. The second level Complaint review committee must include at least one individual who meets the qualifications described in Appendix AA, section C.3 for an individual that can deny a request for services based on medical necessity and this individual must decide the Complaint. Other appropriate individuals may participate in the review for the purpose of providing clinical information.

f. At least one-third of the second level Complaint review committee may not be an employee of the BH-MCO or a related subsidiary or Affiliate.

g. At least 20% of the second level Complaint review committees in a year must include a consumer representative on the review committee.

h. If the Complaint involves mental health services for an adult, the consumer representative must have received or is currently receiving mental health services. If the Complaint involves substance abuse services, the consumer representative must have received or is currently receiving substance abuse services.

i. If the Complaint involves mental health services for a child or adolescent, the consumer representative may be a parent or guardian of a child or adolescent who has received or is currently receiving mental health services or an individual who has received or is currently receiving mental health services. If the Complaint involves substance abuse services for a child or adolescent, the consumer representative may be a parent or guardian of a child or adolescent who has received or is currently receiving substance abuse services or an individual who has received or is currently receiving substance abuse services.

j. The BH-MCO must provide to the second level Complaint review committee at least 2 Days prior to the second level Complaint review meeting the first level Complaint record, which must include a copy of any document reviewed by the first level Complaint review committee.

k. A committee member who does not personally attend the second level Complaint review meeting may not be part of the decision-making process unless that person actively participates in the review by telephone or videoconference and has the opportunity to review all information presented at the meeting.

l. The second level Complaint review committee may not discuss the Complaint prior to the review meeting.

m. The BH-MCO must afford the Member a reasonable opportunity to present testimony and evidence and make legal and factual arguments, in person, by telephone, by videoconference, or in writing.

n. The BH-MCO must allow the Member or anyone the Member chooses to present the Member's position to the second level Complaint review committee.

o. The Member must be provided the opportunity to appear before the second level Complaint review committee. The BH-MCO must be flexible when scheduling the second level Complaint review to facilitate the Member's attendance. The second level Complaint review must be conducted

at a time and place that is convenient for the Member. If the Member cannot appear in person at the second level Complaint review, the BH-MCO must provide an opportunity for the Member to communicate with the second level Complaint review committee by telephone or videoconference.

p. If a Member requests an in-person second level Complaint review, at a minimum, a member of the second level Complaint review committee must be physically present at the location where the second level Complaint review is held and the other members of the second level Complaint review committee shall participate in the review meeting in person, by telephone or by videoconferencing.

q. The BH-MCO must give the Member at least 10 Days advance written notice of the second level Complaint review date. The BH-MCO must document in the Complaint record the date that it notified the Member of the review date.

r. The Member may elect not to attend the second level Complaint review meeting, but the meeting must be conducted with the same protocols as if the Member was present.

s. A facilitator must attend the second level Complaint review meeting to ensure that the review meeting is conducted in accordance with the requirements set forth in this Appendix. The facilitator may not contribute to the discussion of the second level Complaint review committee or be involved in the decision of the second level Complaint review committee.

t. A BH-MCO staff member that is prepared to provide information on the BH-MCO's position on the issue the Complaint is about must attend the second level Complaint review meeting. The BH-MCO staff member may not be present during the discussion of the decision and may not be involved in the decision of the second level Complaint review.

u. If the Member's Provider did not file the Complaint, the Member's Provider may participate in the Complaint review only if the Member consents to the Provider being present at the Complaint review. The BH-MCO must document the Member's consent in the Complaint record.

v. The second level Complaint review committee may ask individuals who attend the Complaint review meeting in person, by telephone, or by videoconferences question related to the subject of the Complaint.

w. County or BH-MCO staff may attend the Complaint review if the Member consents to the staff person attending the Complaint review. The BH-MCO must document the Member's consent in the Complaint record.

x. The BH-MCO must maintain as part of the Complaint record a sign-in sheet that includes the date and time of the review meeting; who was present at the review meeting and why the individual was present at the review meeting; if the individual attended the review meeting in person, by telephone, or by videoconference; the affiliation and job title of anyone present at the review meeting other than the Member; documentation that the Member was told why each individual was present at the review meeting for the purposes stated; and documentation that all individuals present at the review meeting other than the Member have acknowledged that they will keep the information discussed during the review meeting confidential. Individuals who attend the review meeting in person must

sign the sign-in sheet. Individuals who attend the review meeting by telephone or videoconference must have their attendance affirmed on the sign-in sheet by the facilitator.

y. The decision of the second level Complaint review committee must take into account all comments, documents, records, and other information submitted by the Member or the Member's representative (if designated) without regard to whether such information was submitted or considered previously. The decision of the second level Complaint review committee must be based solely on the information presented at the review.

z. The second level Complaint review committee must complete its review of the Complaint as expeditiously as the Member's health condition requires.

aa. The testimony taken by the second level Complaint review committee (including the Member's comments) must be either recorded and a summary prepared or transcribed verbatim and a summary prepared and maintained as part of the Complaint record.

bb. The BH-MCO must send a written notice of the second level Complaint decision to the Member, Member's representative (if designated), service Provider, and prescribing Provider (if applicable), using the Second Level Complaint Decision Notice template, within 45 Days from the date the BH-MCO received the second level Complaint.

cc. The Member or Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, may file in writing a request for an external review of the second level Complaint decision with PID within 15 Days from the date the Member receives the written notice of the BH-MCO's second level Complaint decision.

4. External Complaint Process

a. If a Member files a request with PID for an external review of a Complaint decision that disputes a decision to discontinue, reduce, or change a service that the Member has been receiving on the basis that the service is not a covered service, the Member must continue to receive the disputed service at the previously authorized level pending resolution of the external review, if the request for external review is filed orally, hand delivered, post-marked, or submitted electronically within one Day from the mail date on the written notice of the BH-MCO's Complaint decision if acute inpatient services are being discontinued, reduced, or changed or within 15 Days from the mail date on the written notice of the BH-MCO's Complaint decision if any other services are being discontinued, reduced, or changed.

b. Upon the request of PID, the BH-MCO must transmit all records from the BH-MCO's Complaint review to PID within 30 Days from the request in the manner prescribed by PID. The Member, the Provider, or the BH-MCO may submit additional materials related to the Complaint.

5. Expedited Complaint Process

a. The BH-MCO must conduct an expedited review of a Complaint if the BH-MCO determines that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Complaint process or if a Member or a Member's representative (if designated) provides the BH-MCO with written certification from the Member's Provider that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Complaint process. The certification must include the Provider's signature.

b. A request for an expedited review of a Complaint may be filed either in writing or orally.

c. Upon receipt of an oral or written request for expedited review, the BH-MCO must inform the Member of the right to present testimony and evidence and make legal and factual arguments, in person as well as in writing and of the limited time available to do so.

d. If the Provider certification is not included with the request for an expedited review and the BH-MCO cannot determine based on the information provided that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Complaint process, the BH-MCO must inform the Member that the Provider must submit a certification as to the reason why the expedited review is needed. The BH-MCO must make a reasonable effort to obtain the certification from the Provider. If the Provider certification is not received within 72 hours from the Member's request for an expedited review, the BH-MCO must decide the Complaint within the standard time frames as set forth in this Appendix, unless the time frame for deciding the Complaint has been extended by up to 14 Days at the request of the Member. If the BH-MCO decides that expedited consideration within the initial or extended time frame is not warranted, the BH-MCO must make a reasonable effort to give the Member prompt oral notice that the Complaint is to be decided within the standard time frame and send a written notice within 2 business days of the decision to deny expedited review, using the Notice of Failure to Receive Provider Certification for an Expedited Complaint template .

e. A Member who files a request for expedited review of a Complaint to dispute a decision to discontinue, reduce, or change a service that the Member has been receiving on the basis that the service is not a covered service must continue to receive the disputed service at the previously authorized level pending resolution of the Complaint, if the request for expedited review is filed orally, hand delivered, or post-marked within one Day from the mail date on the written notice of the BH-MCO's decision if acute inpatient services are being discontinued, reduced, or changed or within 15 Days from the mail date on the written notice of the BH-MCO's decision if any other services are being discontinued, reduced, or changed.

f. Expedited review of a Complaint must be conducted by a Complaint review committee that includes at least one individual who meets the qualifications described in Appendix AA, Section C.3 for an individual that can deny a request for services based on medical necessity. Other appropriate individuals may participate in the review for the purpose of providing clinical information, but an individual who meets the qualifications described in Appendix AA, Section C.3 for an individual that can deny a request for services based on medical necessity must decide the Complaint.

g. The members of the expedited Complaint review committee may not have been involved in and may not be the subordinates of an individual involved in any previous level of review or decision-making on the issue that is the subject of the Complaint.

h. The Complaint review committee must prepare a summary of the issues presented and decisions made, which must be maintained as part of the expedited Complaint record.

i. The BH-MCO must issue the decision resulting from the expedited review in person or by telephone to the Member, Member's representative (if designated), service Provider, and prescribing Provider (if applicable) within either 48 hours of receiving the Provider's certification or 72 hours of receiving the Member's request for an expedited review, whichever is shorter, unless the time frame for deciding the expedited Complaint has been extended by up to 14 Days at the request of the Member. The BH-MCO must document a Member's request for an extension in the Complaint record. In addition, the BH-MCO must mail written notice of the decision to the Member, Member's representative (if designated), service Provider, and prescribing Provider (if applicable), within 2 business days of the decision using the Expedited Complaint Decision Notice template.

j. The Member or the Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, may file a request for an expedited external Complaint review with the BH-MCO within 2 business days from the date the Member receives the BH-MCO's expedited Complaint decision. A Member who files a request for an expedited external Complaint review that disputes a decision to discontinue, reduce, or change a service that the Member has been receiving must continue to receive the disputed service at the previously authorized level pending resolution of the expedited external Complaint review if the request for expedited external Complaint review is filed orally, hand delivered, faxed, or post-marked within one business day from the mail date on the written notice of the BH-MCO's decision if acute inpatient services are being discontinued, reduced, or changed or within 2 business days from the mail date on the written notice of the BH-MCO's decision if any other services are being discontinued, reduced, or changed.

k. A request for an expedited external Complaint review may be filed either in writing or orally.

l. The BH-MCO must follow PID's guidelines relating to submission of requests for expedited external Complaint reviews.

m. The Member or the Member's representative may file a request for a Fair Hearing within 120 Days from the mail date on the written notice of the BH-MCO's expedited Complaint decision.

n. The BH-MCO may not take punitive action against a Provider who requests expedited resolution of a Complaint or supports a Member's request for expedited review of a Complaint.

C. Grievance Requirements

1. Definition: A Grievance is a request by a Member or Member's representative, which may include the Member's Provider, to have a BH-MCO reconsider a decision solely concerning the medical necessity, appropriateness, health care setting, level of care, or effectiveness of a covered service.

If the BH-MCO is unable to resolve the matter, a Grievance may be filed regarding the decision that:

a. disapproves full or partial payment for a requested service;

b. approves the provision of a requested service for a lesser scope or duration than requested; or

c. disapproves payment for the provision of a requested service but approves payment for the provision of an alternative service.

The term does not include a Complaint.

2. Grievance Process

a. A BH-MCO must permit a Member to designate a representative, which may include the Member's Provider, if the Member provides the BH-MCO with written authorization that indicates that the representative may be involved and/or act on the Member's behalf. Failure to provide written authorization that the representative may be involved and/or act on the Member's behalf may not delay the Grievance process.

b. A Member or Member's representative (if designated) may file a Grievance either orally or in writing.

c. The Member or Member's representative (if designated) must file a Grievance within 60 Days from the date the Member receives written notice of decision.

d. A Member who files a Grievance to dispute a decision to discontinue, reduce, or change a service that the Member has been receiving must continue to receive the disputed service at the previously authorized level pending resolution of the Grievance, if the Grievance is filed orally, hand delivered, faxed, or post-marked within one Day from the mail date on the written notice of decision if acute inpatient services are being discontinued, reduced, or changed or within 15 Days from the mail date on the written notice of decision if any other services are being discontinued, reduced or changed.

e. The BH-MCO must send the Member and Member's representative (if designated) an acknowledgment letter using the Grievance Acknowledgment Letter template upon receipt of the Grievance, which can be no later than 3 business days after receipt of the Grievance.

f. In order for the Provider to represent the Member in the conduct of a Grievance, the Provider must obtain the written consent of the Member and submit the written consent with the Grievance. A Provider may obtain the Member's written permission at the time of treatment. The BH-MCO must assure that a Provider does NOT require a Member to sign a document authorizing the Provider to file a Grievance as a condition of treatment. The written consent must include:

i. The name and address of the Member, the Member's date of birth, and identification number,

ii. If the Member is a minor, or is legally incompetent, the name, address, and relationship to the Member of the person who signed the consent,

iii. The name, address, and plan identification number of the Provider to whom the Member is providing consent,

iv. The name and address of the BH-MCO to which the Grievance will be submitted,

v. An explanation of the specific service which was provided or denied to the Member to which the consent will apply,

vi. The following statement: "The Member or the Member's representative may not submit a Grievance concerning the services listed in this consent form unless the Member or the Member's representative rescinds consent in writing. The Member or Member's representative has the right to rescind consent at any time during the Grievance process.",

vii. The following statement: "The consent of the Member or the Member's representative shall be automatically rescinded if the Provider fails to file a Grievance or fails to continue to prosecute the Grievance through the review process.",

viii. The following statement: "The Member or the Member's representative, if the Member is a minor or is legally incompetent, has read, or has been read, this consent form, and has had it explained to his/her satisfaction. The Member or the Member's representative understands the information in the Member's consent form."; and

ix. The dated signature of the Member, or the Member's representative, and the dated signature of a witness.

g. The Grievance review must be performed by a Grievance review committee made up of 3 or more individuals who were not involved in and are not subordinates of an individual involved in any previous level of review or decision-making on the issue that is the subject of the Grievance.

h. The Grievance review committee must include at least one individual who meets the qualifications described in Appendix AA, Section C.3 for an individual that can deny a request for services based on medical necessity. Other appropriate individuals may participate in the review for the purpose of providing clinical information, but an individual who meets the qualifications described in Appendix AA, Section C.3 for an individual that can deny a request for services based on medical necessity must decide the Grievance.

i. At least one-third of the Grievance review committee may not be an employee of the BH-MCO or a related subsidiary or Affiliate.

j. At least 20% of all Grievance review committees in a year must include a consumer representative on the review committee.

k. At least 2 Days prior to the Grievance review meeting the BH-MCO must provide to the Grievance review committee a copy of all documents reviewed to determine the medical necessity, appropriateness, health care setting, level of care, or effectiveness of the requested services.

l. If the Grievance involves mental health services for an adult, the consumer representative must have received or is currently receiving mental health services. If the Grievance involves substance abuse services, the consumer representative must have received or is currently receiving substance abuse services.

m. If the Grievance involves mental health services for a child or adolescent, the consumer representative may be a parent or guardian of a child or adolescent who has received or is currently receiving mental health services or an individual who has received or is currently receiving mental health services. If the Grievance involves substance abuse services for a child or adolescent, the consumer representative may be a parent or guardian of a child or adolescent who has received or is currently receiving substance abuse services or an individual who has received or is currently receiving substance abuse services.

n. A committee member who does not personally attend the Grievance review meeting may not be part of the decision-making process unless that person actively participates in the review by telephone or videoconference and has the opportunity to review all information presented at the meeting.

o. The Grievance review committee may not discuss the Grievance prior to the review meeting.

p. The BH-MCO must afford the Member a reasonable opportunity to present testimony and evidence and make legal and factual arguments, in person, by telephone, by videoconference, or in writing. The BH-MCO must allow the Member or anyone the Member chooses to present the Member's position to the Grievance review committee.

q. If a Member requests an in-person Grievance review, at a minimum, a member of the Grievance review committee must be physically present at the location where the Grievance review is held and the other members of the of the Grievance review committee shall participate in the review meeting in person, by telephone or by videoconferencing.

r. The Member must be provided the opportunity to appear before the Grievance review committee. The BH-MCO must be flexible when scheduling the Grievance review to facilitate the Member's attendance. The Grievance review must be conducted at a time and place that is convenient for the Member. If the Member cannot appear in person at the Grievance review, the BH-MCO must provide an opportunity for the Member to communicate with the Grievance review committee by telephone or videoconference.

s. The BH-MCO must give the Member at least 10 Days advance written notice of the Grievance review date. The BH-MCO must document in the Grievance record the date that it notified the Member of the review date.

t. The Member may elect not to attend the Grievance review meeting, but the meeting must be conducted with the same protocols as if the Member was present.

u. A facilitator must attend the Grievance review meeting to ensure that the review meeting is conducted in accordance with the requirements set forth in this Appendix. The facilitator may not contribute to the discussion of the Grievance review committee or be involved in the decision of the Grievance review committee.

v. A BH-MCO staff member that is be prepared to provide information on the BH-MCO's decision about the medical necessity, appropriateness, health care setting, level of care, or effectiveness of the requested services must attend the Grievance review meeting. The BH-MCO staff member may not be present during the discussion of the decision and may not be involved in the decision of the Grievance.

w. If the Member's Provider did not file the Grievance, the Member's Provider may participate in the Grievance review only if the Member consents to the Provider being present at the Grievance review. The BH-MCO must document the Member's consent in the Grievance record.

x. The Grievance review committee may ask individuals who attend the Grievance review in person, by telephone, or by videoconference questions related to the subject of the Grievance.

y. County or BH-MCO staff may attend the Grievance review if the Member consents to the staff person attending the Grievance review. The BH-MCO must document the Member's consent in the Grievance record.

z. The BH-MCO must maintain as part of the Grievance record a sign-in sheet that includes the date and time of the review meeting; who was present at the review meeting and why the individual was present at the review meeting; if the individual attended the review meeting in person, by telephone, or by videoconference; the affiliation and job title of anyone present at the review meeting other than the Member; documentation that the Member was told why each individual was present at the review meeting for the purposes stated; and documentation that all individuals present at the review meeting other than the Member have acknowledged that they will keep the information discussed during the review meeting confidential. Individuals who attend the review meeting in person must sign the sign-in sheet. Individuals who attend the review meeting by telephone or videoconference must have their attendance affirmed on the sign-in sheet by the facilitator.

aa. The decision of the Grievance review committee must take into account all comments, documents, records, and other information submitted by the Member or Member's representative (if designated) without regard to whether such information was submitted or considered in the initial determination of the issue. The decision of the Grievance review committee must be based solely on the information presented at the review.

bb. The Grievance review committee must complete its review of the Grievance as expeditiously as the Member's health condition requires.

cc. The testimony taken by the Grievance review committee (including the Member's comments) must be either recorded and a summary prepared or transcribed verbatim and a summary prepared and maintained as part of the Grievance record.

dd. The BH-MCO must send a written notice of the Grievance decision , to the Member, Member's representative (if designated), service Provider, and prescribing Provider (if applicable), within 30 Days from the date the BH-MCO received the Grievance, unless the time frame for deciding the Grievance has been extended by up to 14 Days at the request of the Member. The BH-MCO must document a Member's request for an extension in the Grievance record.

ee. The BH-MCO must use the appropriate Grievance Decision Notice template to send written notice of the Grievance decision:

i. Overturned: The review committee determined that the evidence presented supports the reversal or alteration of a prior decision concerning the medical necessity, appropriateness, health care setting, level of care, or effectiveness of the service.

ii. Partially Overturned: The review committee determined that the evidence presented supports the partial reversal or alteration of a prior decision concerning the medical necessity, appropriateness, health care setting, level of care, or effectiveness of the service.

iii. Upheld: The review committee determined that the evidence presented does not support the reversal or alteration of a prior decision concerning the medical necessity, appropriateness, health care setting, level of care, or effectiveness of the service.

ff. The Member may file a request for a Fair Hearing, a request for an external review, or both a request for a Fair Hearing and a request for external review.

The Member or Member's representative may file a request for a Fair Hearing within 120 Days from the mail date on the written notice of the BH-MCO's Grievance decision.

The Member or Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, may file a request with the BH-MCO for an external review of a Grievance decision by an independent review organization (IRO) appointed by PID. The request must be filed in writing or orally within 15 Days from the date the Member receives the written notice of the BH-MCO's Grievance decision.

3. External Grievance Process

a. The BH-MCO must process all requests for external Grievance review. The BH-MCO must follow the protocols established by PID to meet all time frames and requirements necessary for coordinating the request and notification of the decision to the Member, Member's representative, if the Member has designated one in writing, service Provider, and prescribing Provider.

b. A Member who files a request for external Grievance review that disputes a decision to discontinue, reduce, or change a service that the Member has been receiving must continue to receive the disputed service at the previously authorized level pending resolution of the external Grievance review, if the request for external Grievance review is filed orally, hand delivered, or post-marked within one Day from the mail date on the written notice of the BH-MCO's Grievance decision if acute inpatient services are being discontinued, reduced, or changed or within 15 Days from the mail date on the written notice of the BH-MCO's Grievance decision if any other services are being discontinued, reduced, or changed.

c. Within 5 business days of receipt of the request for an external Grievance review, the BH-MCO must notify the Member, the Member's representative (if designated), the Provider, if the Provider filed the request for the external Grievance review, and PID that the request for an external Grievance review has been filed.

d. The external Grievance review must be conducted by an IRO not affiliated with the BH-MCO.

e. Within 2 business days from receipt of the request for an external Grievance review, PID will randomly assign an IRO to conduct the review and notify the BH-MCO and assigned IRO of this assignment.

f. Within two (2) business days from receipt of notice of the request for an external Grievance review, PID will notify the Member and the Member's representative, if the Member has designated one in writing, of the name, address, email address, fax number and telephone number of the IRO assigned to conduct the external Grievance review. The notice will inform the Member and the Member's representative of the right to submit additional written information to the IRO within twenty (20) Days of the date the IRO assignment notice was mailed and will include instructions for submitting additional information to the IRO by mail, facsimile and electronically

g. The BH-MCO must inform the Member that copies of all information submitted to the IRO must also be provided to the BH-MCO so that the BH-MCO has an opportunity to consider the additional information.

h. If PID fails to select an IRO within 2 business days from receipt of a request for an external Grievance review, the BH-MCO may designate an IRO to conduct a review from the list of IROs approved by PID. The BH-MCO may not select an IRO that has a current contract or is negotiating a contract with the BH-MCO or its Affiliates or is otherwise affiliated with the BH-MCO or its Affiliates.

i. The BH-MCO must forward all documentation regarding the Grievance decision, including all supporting information, a summary of applicable issues, and the basis and clinical rationale for the Grievance decision, to the IRO conducting the external Grievance review. The BH-MCO must transmit this information within 15 Days from receipt of the Member's request for an external Grievance review.

j. Within 60 Days from the filing of the request for the external Grievance review, the IRO conducting the external Grievance review must issue a written decision to the BH-MCO, the Member, the Member's representative, PID, and the Provider (if the Provider filed the Grievance with the Member's consent) that includes the basis and clinical rationale for the decision. The standard of review must be whether the service was medically necessary and appropriate under the terms of the BH-MCO contract.

k. The external Grievance decision may be appealed by the Member, the Member's representative, or the Provider to a court of competent jurisdiction within 60 Days from the date the Member receives notice of the external Grievance decision.

4. Expedited Grievance Process

a. The BH-MCO must conduct an expedited review of a Grievance if the BH-MCO determines that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Grievance process or if a Member or a Member's representative (if designated) provides the BH-MCO with written certification from the Member's Provider that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Grievance process. The certification must include the Provider's signature.

b. A request for an expedited review of a Grievance may be filed either in writing via mail or fax or be filed orally.

c. The expedited review process is bound by the same rules and procedures as the Grievance review process with the exception of time frames, which are modified as specified in this section.

d. Upon receipt of an oral or written request for expedited review, the BH-MCO must inform the Member of the right to present testimony and evidence and make legal and factual arguments, in person as well as in writing and of the limited time available to do so.

e. If the Provider certification is not included with the request for an expedited review and the BH-MCO cannot determine based on the information provided that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Grievance process, the BH-MCO must inform the Member that the Provider must submit a certification as to the reasons why the expedited review is needed. The BH-MCO must make a reasonable effort to obtain the certification from the Provider. If the Provider certification is not received within 72 hours from the Member's request for an expedited review, the BH-MCO must decide the Grievance within the standard time frames as set forth in this Appendix, unless the time frame for deciding the Grievance has been extended by up to 14 Days at the request of the Member. If the BH-MCO decides that expedited consideration within the initial or extended time frame is not warranted, the BH-MCO must make a reasonable effort to give the Member prompt oral notice that the Grievance is to be decided within the standard time frame and send a written notice within 2 business days of the decision to deny expedited review, using the Notice of Failure to Receive Provider Certification for an Expedited Grievance template.

f. A Member who files a request for expedited review of a Grievance to dispute a decision to discontinue, reduce, or change a service that the Member has been receiving must continue to receive the disputed service at the previously authorized level pending resolution of the Grievance, if the request for expedited review is filed orally, hand delivered, faxed, or post-marked within one Day from the mail date on the written notice of the BH-MCO's decision if acute inpatient services are being discontinued, reduced, or changed or within 15 Days from the mail date on the written notice of the BH-MCO's decision if any other services are being discontinued, reduced, or changed.

g. Expedited review of a Grievance must be performed by a Grievance review committee made up of 3 or more individuals who were not involved in and are not subordinates of an individual involved in any previous level of review or decision-making on the issue that is the subject of the Grievance.

h. The Grievance review committee must include at least one individual who meets the qualifications described in Appendix AA, Section C.3 for an individual that can deny a request for services based on medical necessity. Other appropriate individuals may participate in the review for the purpose of providing clinical information, but the individual who meets the qualifications described in Appendix AA, Section C.3 for an individual that can deny a request for services based on medical necessity must decide the Grievance.

i. At least one-third of the Grievance review committee may not be an employee of the BH-MCO or a related subsidiary or Affiliate.

j. The Grievance review committee must prepare a summary of the issues presented and decisions made, which must be maintained as part of the Grievance record.

k. The BH-MCO must issue the decision resulting from the expedited review in person or by telephone to the Member, Member's representative (if designated), service Provider, and prescribing Provider (if applicable), within either 48 hours of receiving the Provider's certification or 72 hours of receiving the Member's request for an expedited review, whichever is shorter, unless the time frame for decided the expedited Grievance has been extended by up to 14 Days at the request of the Member. The BH-MCO must document a Member's request for an extension in the Grievance record.

l. The BH-MCO must send written notice of the Grievance decision to the Member, Member's representative (if designated), service Provider, and prescribing Provider (if applicable), within 2 business days of the decision using the appropriate Expedited Grievance Decision Notice template:

> i. Overturned: The review committee determined that the evidence presented supports the reversal or alteration of a prior decision concerning the medical necessity, appropriateness, health care setting, level of care, or effectiveness of the service.
> ii. Partially Overturned: The review committee determined that the evidence presented supports the partial reversal or alteration of a prior decision concerning the medical necessity, appropriateness, health care setting, level of care, or effectiveness of the service.
> iii. Upheld: The review committee determined that the evidence presented does not support the reversal or alteration of a prior decision concerning the medical necessity, appropriateness, health care setting, level of care, or effectiveness of the service.

m. The Member or the Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, may file a request for an expedited external Grievance review with the BH-MCO within 2 business days from the date the Member receives the BH-MCO's expedited Grievance decision. A Member who files a request for an expedited external Grievance review that disputes a decision to discontinue, reduce, or change a service that the Member has been receiving must continue to receive the disputed service at the previously authorized level pending resolution of the

expedited external Grievance review if the request for expedited external Grievance review is filed orally, hand delivered, faxed, or post-marked within one business day from the mail date on the written notice of the BH-MCO's decision if acute inpatient services are being discontinued, reduced, or changed or within 2 business days from the mail date on the written notice of the BH-MCO's decision if any other services are being discontinued, reduced, or changed.

n. A request for an expedited external Grievance review may be filed either in writing or orally.

o. The BH-MCO must follow PID's guidelines relating to submission of requests for expedited external Grievance reviews.

p. The Member or the Member's representative may file a request for a Fair Hearing within 120 Days from the mail date on the written notice of the BH-MCO's expedited Grievance decision.

q. The BH-MCO may not take punitive action against a Provider who requests expedited resolution of a Grievance or supports a Member's request for expedited review of a Grievance.

D. Department's Fair Hearing Requirements

1. Fair Hearing: A hearing conducted by the Department's Bureau of Hearings and Appeals or a Department designee.

2. Department's Fair Hearing Process

a. A Member must file a Complaint or Grievance with the BH-MCO and receive a decision on the Complaint or Grievance before filing a request for a Fair Hearing. If the BH-MCO failed to provide written notice of a Complaint or Grievance decision within the time frames specified in this Appendix, the Member is deemed to have exhausted the Complaint or Grievance process and may request a Fair Hearing.

b. The Member or the Member's representative may request a Fair Hearing within 120 Days from the mail date on the written notice of the BH-MCO's Grievance decision for any of the following:

i. The denial, in whole or in part, of payment for a requested service based on lack of medical necessity;

ii. The reduction, suspension, or termination of a previously authorized service;

iii. The denial of a requested service but approval of an alternative service.

c. A Member or the Member's representative may request a Fair Hearing within 120 Days from the mail date on the written notice of the BH-MCO's first level Complaint decision for any of the following:

i. The denial of a requested service because the service is not a covered service;

ii. The failure of the BH-MCO to meet the required time frames for providing a service;

iii. The failure of the BH-MCO to decide a Complaint or Grievance within the specified time frames;

iv. The denial of payment after a service(s) has been delivered because the service(s) was provided without authorization by a provider not enrolled in the Pennsylvania Medical Assistance Program;

v. The denial of payment after a service(s) has been delivered because the service(s) is not a covered service(s) for the Member;

vi. The denial of a Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities.

d. The request for a Fair Hearing must include a copy of the written notice of decision that is the subject of the request unless the BH-MCO failed to provide a written notice of the Complaint or Grievance decision within the time frames specified in this Appendix.

e. Requests for Fair Hearings must be mailed or faxed to:

Department of Human Services
Office of Mental Health Substance Abuse Services
Division of Quality Management
Commonwealth Towers, 12th Floor
P.O. Box 2675
Harrisburg, PA 17105-2675
or
717-772-7827

f. A Member who files a request for a Fair Hearing that disputes a decision to discontinue, reduce, or change a service that the Member has been receiving must continue to receive the disputed service at the previously authorized level pending resolution of the Fair Hearing, if the request for a Fair Hearing is hand delivered or post-marked within one Day from the mail date on the written notice of decision if acute inpatient services are being discontinued, reduced, or changed or within 15 Days from the mail date on the written notice of decision if any other services are being discontinued, reduced or changed. If the request for a Fair Hearing is not hand delivered or post-marked within one Day from the mail date on the written notice of decision if acute inpatient services are being discontinued, reduced, or changed or within 15 Days from the mail date on the written notice of decision if any other services are being discontinued, reduced or changed, services can be discontinued.

g. Upon the receipt of the request for a Fair Hearing, the Bureau of Hearings and Appeals or the Department's designee will schedule a hearing. The Member and the BH-MCO will receive notification of the hearing date by letter at least 10 Days before the hearing date, or a shorter time if requested by the Member. The letter will outline the type of hearing, the location of the hearing (if applicable), and the date and time of the hearing.

h. The BH-MCO is a party to the hearing and must be present. The BH-MCO, which may be represented by an attorney, must be prepared to explain and defend the issue on appeal. The Bureau of Hearings and Appeals' decision is based solely on the evidence presented at the hearing. The absences of the BH-MCO from the hearing will not be reason to postpone the hearing.

i. The BH-MCO must provide Members, at no cost, with records, reports, and documents relevant to the subject of the Fair Hearing.

j. The Bureau of Hearings and Appeals will issue an adjudication within 90 Days of the date the Member filed the first level Complaint or the Grievance with the BH-MCO, not including the number of Days before the Member requested the Fair Hearing. If the Bureau of Hearings and Appeals fails to issue an adjudication within 90 Days of receipt of the request for the Fair Hearing, the BH-MCO must comply with the requirements at 55 Pa. Code § 275.4 regarding the provision of interim assistance upon the request for such by the Member. When the Member is responsible for delaying the hearing process, the time limit by which the Bureau of Hearings and Appeals must issue the adjudication prior to interim assistance being afforded will be extended by the length of the delay attributed to the Member.

k. The Bureau of Hearings and Appeals' adjudication is binding on the BH-MCO unless reversed by the Secretary of Human Services. Either party may request reconsideration from the Secretary within 15 Days from the date of the adjudication. Only the Member may appeal to Commonwealth Court within 30 Days from the date of the adjudication or from the date of the Secretary's final order, if reconsideration was granted. The decisions of the Secretary and the Court are binding on the BH-MCO.

3. Expedited Fair Hearing Process

a. A Member or the Member's representative may file a request for an expedited Fair Hearing with the Department either orally or in writing.

b. A Member must exhaust the Complaint or Grievance process prior to filing a request for an expedited Fair Hearing.

c. The Bureau of Hearings and Appeals will conduct an expedited Fair Hearing if a Member or a Member's representative provides the Department with a signed written certification from the Member's Provider that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Fair Hearing process or if the Provider provides testimony at the Fair Hearing which explains why using the usual time frame would place the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function in jeopardy.

d. A Member who files a request for an expedited Fair Hearing that disputes a decision to discontinue, reduce, or change a service that the Member has been receiving must continue to receive the disputed service at the previously authorized level pending resolution of the Fair Hearing, if the request for an expedited Fair Hearing is hand delivered, faxed, or post-marked within one Day from the mail date on the written notice of decision if acute inpatient services are being discontinued, reduced, or changed or within 15 Days from the mail date on the written notice of decision if any other services are being discontinued, reduced or changed. If the request for an expedited Fair Hearing is not hand delivered or post-marked within one Day from the mail date on the written notice of decision if acute inpatient services are being discontinued, reduced, or changed or within 15 Days from the mail date on the written notice of decision if any other services are being discontinued, reduced or changed, services can be discontinued.

e. Upon the receipt of the request for an expedited Fair Hearing, the Bureau of Hearings and Appeals or the Department's designee will schedule a hearing.

f. The BH-MCO is a party to the hearing and must be present. The BH-MCO, which may be represented by an attorney, must be prepared to explain and defend the issue on appeal. The absence of the BH-MCO from the hearing will not be reason to postpone the hearing.

g. The BH-MCO must provide the Member, at no cost, with records, reports, and documents, relevant to the subject of the Fair Hearing.

h. The Bureau of Hearings and Appeals will issue an adjudication within 3 business days from receipt of the Member's oral or written request for expedited review.

i. The Bureau of Hearings and Appeals' adjudication is binding on the BH-MCO unless reversed by the Secretary of Human Services. Either party may request reconsideration from the Secretary within 15 Days from the date of the adjudication. Only the Member may appeal to Commonwealth Court within 30 Days from the date of adjudication or from the date of the Secretary's final order, if reconsideration was granted. The decisions of the Secretary and the Court are binding on the BH-MCO.

E. Provision of and Payment for Services Following Decision

1. If the BH-MCO, the Bureau of Hearings and Appeals, the Secretary or IRO reverses a decision to deny, limit, or terminate services that were not furnished during the Complaint, Grievance, or Fair Hearing process, the BH-MCO must authorize or provide the disputed service as expeditiously as the Member's health condition requires but no later than 72 hours from the date it receives notice that the decision was reversed. If the BH-MCO requests reconsideration, the BH-MCO must authorize or provide the disputed service or item pending reconsideration unless the BH-MCO requests a stay of the Bureau of Hearings and Appeals' decision and the stay is granted.

2. If the BH-MCO, the Bureau of Hearings and Appeals, the Secretary or IRO reverses a decision to deny authorization of services, and the Member received the disputed services during the Complaint, Grievance, or Fair Hearing process, the BH-MCO must pay for those services that the Member received.

3. If the Bureau of Hearing and Appeals affirms a decision to deny authorization of services and the Member did not request reconsideration from the Secretary within 10 Days from the date of the adjudication or the Secretary affirms a decision to deny authorization of services, and the Member received the disputed services during the Complaint, Grievance, or Fair Hearing process, the services can be discontinued.

4. If a Member requests both an external review and a Fair Hearing, and the decisions rendered as a result of both the external review and Fair Hearing are in conflict with one another, the BH-MCO must abide by the decision most favorable to the Member. In the event of a dispute or uncertainty regarding which decision is most favorable to the Member, the BH-MCO must submit the matter to OMHSAS' Quality Assurance/Risk Management Coordinator for review and resolution.

F. Quality Review of Complaints and Grievances

1. The Primary Contractor is responsible for monitoring the Complaint and Grievance processes for compliance with this Appendix and the Program Evaluation Performance Summary (PEPS). The monitoring must include a review of the following:

a. The Member Handbook to confirm that it describes the Complaint, Grievance, and Fair Hearing processes in accurate and easy to understand language;
b. Complaint and Grievance decisions to determine if decisions were made within required time frames;
c. Written notification letters;
d. Investigations of the Complaint;
e. When reviews are scheduled to ensure that the reviews are held in a time and place that is convenient for the Member;
f. Complaint and Grievance trainings; and
g. The adherence of members of the review committee to the requirements of this Appendix.

2. The Primary Contractor and BH-MCO must provide the Department with evidence of the BH-MCO's compliance with this Appendix. This evidence must include the percentage of Complaint and Grievance cases, by level, reviewed by the Primary Contractor.

3. If as a result of the Primary Contractor's monitoring of the Complaint and Grievance processes for compliance with this Appendix and PEPS, the Primary Contractor discovers that corrective plans of action and/or follow up activities are needed, the BH-MCO must implement the corrective plans of action and/or follow up activities.

4. When reporting on Complaint decisions, the Primary Contractor must include the following classifications:

a. Substantiated: The available information supported the Member's Complaint and a corrective plan of action is required.
b. Unsubstantiated: The available information did not support the Member's Complaint.
c. Partially Substantiated: The available information partially supports the Member's Complaint and a corrective plan of action may be required.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HUMAN SERVICES

OFFICE OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

Indicators of the Application of CASSP Principles

For County Mental Health Programs

Instructions: The Local CASSP Advisory Committee should receive a copy of the Indicators of the Application of the CASSP Principles Checklist from the County Administrator for completion. In the event that there is no functioning local CASSP Advisory Committee, a committee composed of equal representation of family members, consumers, and professionals should be convened for this purpose. The CASSP Advisory Committee shall then forward the completed document to the MH/MR Administrator's Office for inclusion in the County Plan for submission to OMHSAS.

Please complete the following checklist by denoting the presence of CASSP indicators in the county programs.

1. The first set of indicators address the county programs on a whole. Please indicate a "yes" or "no" response.

2. The second set is applicable to individual agencies. (They can also be found in the HealthChoices Southwest RFP, Appendix I). Please indicate the responses, "All", "Most", "Some", and "Few", that best describe the presence of the agency indicators in the county programs.

3. In addition to checking a response, please provide: a) any necessary explanation in the margins, especially for "no responses, b) any additional county program indicators that were not included in the checklist, and c) a one paragraph narrative summarizing how the principle will be strengthened in plan year 2001-2002.

I. Child-centered

The Principle:

Services are planned to meet the individual needs of the child, rather than to fit the child into an existing service. Services consider the child's family and community contexts, are developmentally appropriate and child-specific, and also build on the strengths of the child and family to meet the mental health, social and physical needs of the child.

The Indicators for County Mental Health Program:

YES NO

[ ] [ ] Office staff are courteous, respectful, and willing to assist parents either in person or on the telephone.

[ ] [ ] CASSP Coordinator position is filled.

[ ] [ ] CASSP Coordinator has a Master's Degree or a minimum of 5 years experience with children's services.

[ ] [ ] CASSP Coordinator is a discrete position located in an administrative office, has administrative responsibility for children's services and provides no direct services.

[ ] [ ] Credentialing criteria for staff overseeing children's programs reflect personnel qualifications indicative of expertise in child and adolescent growth and development and therapeutic interventions, and experience in child-serving systems.

[ ] [ ] Orientation to CASSP values has become an integrated component for new staff in administrative, supervisory, and direct service positions.

[ ] [ ] A service plan format for CASSP meetings with a reading level understandable to a child or adolescent is used and is signed by the child or adolescent.

[ ] [ ] Adolescents are included in CASSP meetings.

[ ] [ ] The county has a Consumer Satisfaction Team and/or Family Satisfaction Team and an adolescent satisfaction survey is included in consumer/family satisfaction protocols.

[ ] [ ] CASSP Coordinator is provided with opportunity for training in child/adolescent issues.

Other county level indicators:

[ ] [ ] **County staff are familiar with and utilize special communication tools such as qualified interpreters, TTY, large print, Braille, readers, etc. in assisting children and adolescents with special needs from initial intake, through assessment planning, intervention and after care services, and the communication tool of the child/adolescent's choice is utilized.**

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All Most Some Few **All Most Some Few**

[ ] [ ] [ ] [ ] county funded agencies demonstrate **[ ] [ ] [ ] [ ]** of the following:

The Indicators for Agencies:

- Toys, children's literature, furniture for small children, and adolescent literature are available in the waiting rooms and offices.
- Credentialing criteria reflect personnel qualifications indicative of expertise in child and adolescent growth and development and therapeutic interventions, and experience in child-serving systems.
- Assessments include the use of tools that are age- and/or developmentally-appropriate.
- The strengths, interests and resources of the child are identified in assessments, treatment plans and progress notes.
- An individualized treatment plan format with a reading level understandable to a child or adolescent is used and is signed by the child or adolescent.
- An adolescent satisfaction survey is included in consumer satisfaction protocols.
- Adolescents are included in interagency team meetings.
- Financial support is given to the training of staff in child and adolescent clinical specialty areas.

Narrative summarizing how the "child-centered" principle will be strengthened in plan year 2001-2002:

II. **Family-focused**

The Principle: *Services recognize that the family is the primary support system for the child. The family participates as full partner in all stages of the decision-making and treatment planning process, including implementation, monitoring and evaluation. A family may include biological, adoptive and foster parents, siblings, grandparents and other relatives, and other adults who are committed to the child. The development of mental health policy at state and local levels includes family representation.*

The Indicators for County Mental Health Programs:

YES NO

[ ] [ ] Information for families, including local family support/advocacy organizations, is available in the office; for example, the PIN newsletter, *Sharing*, Right to Education, etc.

[ ] [ ] Parents/guardians participate as team members in CASSP meetings, or records include documentation of efforts to include them.

[ ] [ ] Parents/guardians sign the CASSP service plan after they have been fully involved in the development of it.

[ ] [ ] Personnel work to ensure that office hours and CASSP meetings are available in the evenings and on weekends and at times convenient for the family.

[ ] **[ ]** The county has a Family Satisfaction Team and the satisfaction protocols include items specific for families of children and adolescents, such as whether parents perceive themselves to be respected as the primary caretakers for their children, are treated as resources, and are included in decision-making about their child.

[ ] **[ ]** A CASSP Advisory/Management Committee meets at least quarterly and includes families of children and/or adolescents.

[ ] **[ ]** A parent/professional co-chair model for the Advisory/Steering Committee has been adopted.

[ ] **[ ]** Families are included on the county MH Committee.

[ ] **[ ]** Parents have input into county plans.

[ ] **[ ]** Parent-led support group(s) meet regularly.

[ ] **[ ]** Parent leaders routinely participate on child-serving system planning meetings.

[ ] **[ ]** Parents provide training to professionals on the parent's perspective as a routine segment of orientation and agency training events.

[ ] **[ ]** Parents are invited to attend provider and administrative training on children's issues.

[ ] **[ ]** Parents are supported in becoming leaders through scholarships to attend state and national conferences.

[ ] **[ ]** When parents act as trainers for professionals, they are paid the same honorarium as professional trainers.

[ ] **[ ]** The county funds a family advocate position.

[ ] **[ ]** Proposals submitted to state offices for new service initiatives include support letters from parents.

[ ] **[ ]** Parent leaders or groups agree that the local CASSP project has addressed their concerns.

[ ] **[ ]** Parents are included in program reviews

[ ] **[ ]** The county reimburses families for transportation and child-care cots related to participation in county CASSP activities.

Other county level indicators:

[ ] [ ] County staff are familiar with and will provide for and utilize special communication tools such as qualified interpreters, TTY, large print, Braille, readers, etc. in involving families/caregivers with special needs to participate in all phases of planning and treatment for their special needs family member. The communication tool of family's/caregiver's choice is utilized.

All Most Some Few **All Most Some Few**

[ ] [ ] [ ] [ ] county funded agencies demonstrate **[ ] [ ] [ ] [ ]** of the following:

The Indicators for Agencies:

- Information for families, including local family support/advocacy organizations, is in the waiting room; for example, the PIN newsletter, *Sharing*; CHADD; Right to Education, etc.
- Parents/guardians participate as team members on treatment teams or any interagency meetings, or records include documentation of efforts to include them.
- Parents/guardians sign the treatment plan after they have been fully involved in the development of it.
- Personnel work to ensure that appointments are available in the evenings and on weekends and at times convenient for the family.
- An agency handbook, which includes a grievance and appeals procedure, is written in clear and understandable language.
- Personnel ensure that families get copies of the agency handbook and understand who to call for help with questions.
- Consumer satisfaction protocols include items specific for families of children and adolescents.
- Families of children and/or adolescents are involved on the agency/management board or a family/community advisory committee to the agency.
- The agency handbook indicates that child and adolescent specialists can be requested by the family to provide treatment services for their child.
- The agency handbook contains information for families regarding the availability of training and education to assist them in supporting their child through the treatment process.

Narrative summarizing how the "family-focused" principle will be strengthened in plan year 2001-2002:

III. **Community-based**

The Principle: *Whenever possible, services are delivered in the child's home community, drawing on formal and informal resources to promote the child's successful participation in the community. Community resources include not only mental health professionals and provider agencies, but also social, religious and cultural organizations and other natural community support networks.*

The Indicators for County Mental Health Programs:

YES	NO	
[ ]	[ ]	County office maintains a list of resources within the zip code or within 10 miles.
[ ]	[ ]	Local resource pamphlets - such as (but not limited to) the local library, the YMCA or YWCA, Boys and Girls Clubs - are available in the office.
[ ]	[ ]	Natural and community resources are used in the CASSP service plan, such as family, neighbors, school, work, leisure and church activities.
[ ]	[ ]	Orientation to and support for public transportation are available to families.
[ ]	[ ]	The data system tracks the use of local/community resources.
[ ]	[ ]	The county funds outreach programs.
[ ]	[ ]	The staff training schedule includes topics on community resources and understanding the community in which the staff works.
[ ]	[ ]	The county has identified gaps in the service system and has developed a plan to address them.
[ ]	[ ]	The county maintains records of community involvement and participation in activities including public meetings, hearings, and discussions.

Other county level indicators:

All	Most	Some	Few		All	Most	Some	Few	
[ ]	[ ]	[ ]	[ ]	county funded agencies demonstrate	[ ]	[ ]	[ ]	[ ]	of the following:

The Indicators for Agencies:

- Resources within the zip code or within 10 miles are used.
- Local resource pamphlets - such as (but not limited to) the local library, the YMCA or YWCA, Boys and Girls Clubs - are available in service management offices.
- Natural resources are used in each treatment plan, such as family, neighbors, school, work, leisure and church activities.
- Orientation to and support for public transportation are available to families.
- The data system tracks the use of local/community resources.
- There is a policy/procedure to reach out to families and their children when needed.
- The staff training schedule includes topics on community resources and understanding the community in which the staff works.
- If community-based resources are not available for a family, there is an administrative/financial plan to address the service gap.
- Records of community involvement and participation are maintained.

Narrative summarizing how the "community-based" principle will be implemented in plan year 2001-2002:

IV. **Multi-system**

The Principle: *Services are planned in collaboration with all the child-serving systems involved in the child's life. Representatives from all these systems and the family collaborate to define the goals for the child, develop a service plan, develop the necessary resources to implement the plan, provide appropriate support to the child and family, and evaluate progress.*

The Indicators for County Mental Health Programs:

YES	NO	
[ ]	[ ]	A CASSP Advisory/Management Committee meets at least quarterly and includes representatives of each of the child-serving systems.
[ ]	[ ]	Directors of MH/MR, Drug & Alcohol, Children and Youth, Special Education, Juvenile Probation, meet at least quarterly to discuss children's issues.
[ ]	[ ]	The CASSP Coordinator is responsible for assuring coordination among MH providers and child-serving systems in the county.
[ ]	[ ]	Intersystem children's needs assessment occurs on an annual basis with input from all CASSP participants.
[ ]	[ ]	Intersystem professionals have input into county plans.
[ ]	[ ]	CASSP projects provide input for annual plans which address local children's service gaps and priorities for agencies including Children and Youth, Education/Special Education, Drug & Alcohol, Juvenile Probation, Mental Health, and Mental Retardation.
[ ]	[ ]	Cross-system training occurs routinely, and/or agencies routinely invite other system staff to scheduled training.
[ ]	[ ]	An intersystem conflict resolution process is established and reviewed/revised as needed.
[ ]	[ ]	An intersystem release of information procedure is established and integrated into staff orientations.
[ ]	[ ]	An intersystem forum to develop/review treatment/service plans for children needing multi system support meets regularly with all major child-serving systems participating.
[ ]	[ ]	Child-serving system directors have formal or informal input into the CASSP Coordinator's performance evaluation.
[ ]	[ ]	Fiscal procedures to implement shared funding of children's services are developed.

[ ] **[ ]** The local ideal system of care for children has been described.

[ ] [ ] Proposals for new children's services to state offices routinely include support letters from each of the child-serving systems.

[ ] [ ] Procedures to coordinate discharge planning for children and adolescents returning from community inpatient units, residential treatment centers, mental retardation centers, youth development centers and forestry camps and/or other out-of-county group care settings are established with mechanisms to ensure continuity for the child, aftercare, and establishment of "lead" or joint case management.

[ ] [ ] A local Student Assistance Program coordinating mechanism is in place.

[ ] [ ] Each of the major child-serving systems agrees that the local CASSP project has addressed intersystem issues which affect their own target populations.

[ ] [ ] Shared funding of children's services based on an individualized service plan occurs routinely for children/adolescents requiring multi-system support.

[ ] [ ] Early Intervention issues and coordination have been addressed by the system directors.

Other county level indicators:

All	**Most**	**Some**	**Few**		**All**	**Most**	**Some**	**Few**	
[ ]	**[ ]**	**[ ]**	**[ ]**	county funded agencies demonstrate	**[ ]**	**[ ]**	**[ ]**	**[ ]**	of the following:

The Indicators for Agencies:

- Families and, if they choose, an advocate/support person participate in the interagency meeting as members of the team.
- Interagency team meetings are held in a convenient and comfortable room with access to blackboard/newsprint, etc.
- At a minimum, mental health and education personnel are involved in interagency team meetings for children and adolescents who are of school age.
- Child-serving systems and other persons/informal support systems involved with the child are included in the treatment process as documented in telephone calls, conferences and interagency meetings.
- Letters of agreement with each child-serving system are current (for each fiscal year) and include a conflict resolution protocol.
- Procedures are written for convening the interagency team, including when meetings are called, who calls them and who leads them.
- Each child's service plan reflects the contribution of each involved service system.
- The data system reports cross-system outcome measures.
- Individual practitioners/agency/MCO staff are knowledgeable and participate in the county child-serving system's collaborative structure.

CASSP Indicators for County Mental Health Programs, 1st Edition, 11/21/2017, Page 10.

- Progress notes reflect a summary of interagency team meetings and attendees, and are distributed to the team.

Narrative summarizing how the "multi-system" principle will be strengthened in plan year 2001-2002:

V. Culturally competent

The Principle: *Culture determines our world view and provides a general design for living and patterns for interpreting reality that are reflected in our behavior. Therefore, services that are culturally competent are provided by individuals who have the skills to recognize and respect the behavior, ideas, attitudes, values, beliefs, custom, language, rituals, ceremonies and practices characteristic of a particular group of people.*

Note: Pennsylvania's cultural competence initiative has focused specifically on African Americans, Latinos, Asian Americans and Native Americans who have historically not received culturally appropriate services.

The Indicators for County Mental Health Programs:

YES	NO	
[ ]	[ ]	A CASSP Advisory/Management Committee meets at least quarterly and includes persons representing the cultural diversity of the county.
[ ]	[ ]	The county office has resources and materials that reflect the cultural diversity of the county.
[ ]	[ ]	Persons of various cultural backgrounds representative of the county have input into county plans.
[ ]	[ ]	Cross-system training includes a component on cultural competence for administrators, supervisors, and direct service staff.
[ ]	[ ]	Orientation procedures to county staff include cultural competence values and issues.
[ ]	[ ]	Persons of color, ethnic and religious groups are provided the opportunity to comment on the cultural appropriateness of the service they or their child received.
[ ]	[ ]	Assessment of the cultural diversity and competencies of local staff and clients has promoted the development of strategies to move toward a culturally competent system of care.
[ ]	[ ]	Local CASSP network mailing list includes ministers, churches, cultural centers, and community leaders who represent/service African, Latino, Asian, or Native American

cultures.

[ ] **[ ]** County administrative and direct care staff represent the cultural diversity of the county.

[ ] **[ ]** Consumer and family satisfaction protocols include questions tailored to ethnic communities.

Other county level indicators:

[ ] [ ] County staff are trained in Deaf Culture and other cultures, communication skills and the distinction related to language, syntax, and expression of feelings in the culture.

[ ] [ ] County staff are trained in the protocol and use of interpreters.

All Most Some Few **All Most Some Few**

[ ] [ ] [ ] [ ] county funded agencies demonstrate **[ ] [ ] [ ] [ ]** of the following:

The Indicators for Agencies:

- Staff resources, consisting of literature (books, magazines and brochures), video and/or audio tapes, reflect the cultural diversity of the people served by the agency.
- Waiting rooms and offices have literature reflecting the ethnic groups in the community.
- The schedule of regular staff training includes cultural competence development, and related topics.
- Introductory cultural competency trainings for staff incorporate the following elements:
  - overview of cultural competence including specifics on local cultural diversity
    - the principles of cultural competency development
    - conducting psychiatric and psychological assessments applicable to the individual's cultural context
    - treatment planning appropriate to the individual, family, and cultural context
    - integrating community supports and resources
    - considering and using non-traditional methods and services
    - direct service provision and effectively engaging minorities in treatment
    - more advanced trainings involve issues and related topics
- Service delivery reflects:
    - psychiatric assessments which incorporate an appreciation of the child's or adolescent's culture and level of acculturation
    - treatment plans/consultations which involve or reflect the family's cultural perspective
    - up to date information on medications through current literature/studies on psychotropic medications and how they relate to minority populations
    - recognition of the importance of religion, religious expression and religious institutions
    - services available from clinical staff who speak the language understood by children and families or who use interpreters
    - interagency meetings which welcome extended family members
    - recognition of culturally relevant holidays and traditions
    - tracking of completion rates for appointments by ethnicity, age, and gender
- Administrative and treatment staff represent the cultural diversity of the community the agency serves.
- Minority members participate at the policy-making and administrative/monitoring levels.
- Advisory boards include minority membership.

CASSP Indicators for County Mental Health Programs, 1st Edition, 11/21/2017, Page 14.

- Consumer satisfaction protocols include questions tailored to ethnic communities.

Narrative summarizing how the "culturally competent" principle will be strengthened in plan year 2002-2002:

VI. Least restrictive/least intrusive

The Principle: *Services take place in settings that are the most appropriate and natural for the child and family and are the least restrictive and intrusive available to meet the needs of the child and family.*

The Indicators for County Mental Health Programs:

YES	NO	
[ ]	[ ]	Review of service data over the past several years shows a decrease in out-of-state and out-of- county placements; a decrease in inpatient days; a decrease in residential treatment days; an increase in community-based utilization, especially use of natural supports.
[ ]	[ ]	The county maintains a list of available local resources.
[ ]	[ ]	County staff communicate with children and their families to ensure there is comfort with the intensity and frequency of services, especially those services that are provided in the home, the school, or other natural locations.
[ ]	[ ]	Family-friendly consolidation by county staff in the scheduling of appointments is apparent so that it is efficient for the family both in time and location.
[ ]	[ ]	In-home, in-school and in-community resources are considered by the county before out-of- home placement, or as part of a discharge plan when returning from placement.
[ ]	[ ]	Justification for each service or placement considered for children and adolescents is documented by the county.
[ ]	[ ]	The family has a voice in the process of identifying appropriate providers and staff for various in-home services.

Other county level indicators:

All	Most	Some	Few		All	Most	Some	Few

[ ] **[ ]** **[ ]** **[ ]** county funded agencies demonstrate **[ ]** **[ ]** **[ ]** **[ ]** of the following:

The Indicators for Agencies:

- Family-friendly consolidation in the scheduling of appointments is apparent so that it is efficient for the family both in time and location.
- The community integration questionnaire is used to ensure the use of least restrictive services.
- In-home, in-school and in-community resources are safely used first before out-of-home placement is considered or as part of a discharge plan when returning from placement.
- Justification for each service or placement considered is documented.
- The family has a voice in the process of identifying appropriate providers and staff for various in-home services.

Narrative summarizing how the "least restrictive/least intrusive" principle will be strengthened in plan year 2001-2002:

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF Human Services

OFFICE OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

Indicators of the Application of CSP Principles

For County Mental Health Programs

Instructions: The Local CSP Advisory Committee should receive a copy of the Indicators of the Application of the CSP Principles Checklist from the County Administrator for completion. In the event that there is no functioning local CSP Advisory Committee, a committee composed of equal representation of family members, consumers, and professionals should be convened for this purpose. The CSP Advisory Committee shall then forward the completed document to the MH/MR Administrator's Office for inclusion in the County Plan for submission to OMHSAS.

Please complete the following checklist by denoting the presence of CSP indicators in the county programs.

1. The first set of indicators address the county programs on a whole. Please indicate a "yes" or "no" response.

2. The second set is applicable to individual agencies. Please indicate the responses "All", "Most", and "Some", or "Few", that best describe the presence of the agency indicators in the county program.

3. In addition to checking a response, please provide: a) any necessary explanation in the margins, especially for "no" responses, b) any additional county program indicators that were not included in the checklist, and c) a one paragraph narrative summarizing how the principle will be strengthened.

I. ***Consumer-center/Consumer-empowered***

The Principle:

Services are organized to meet the needs of each consumer, rather than the needs of the managed care program or needs of service providers. Services incorporate consumer self-help approaches and are provided in a manner that allows persons to retain the greatest possible control over their own lives.

The Indicators for County Mental Health Programs:

YES	NO	
[ ]	[ ]	County office staff are courteous, respectful, and willing to assist consumers and family members either in person or on the telephone.
[ ]	[ ]	There is a county staff person designated as the CSP Liaison.
[ ]	[ ]	County staff overseeing adult mental health services reflect appropriate qualifications, including orientation to and training in CSP principles.
[ ]	[ ]	The county has integrated orientation to CSP values for all has become an integrated new county administrative, supervisory, and direct service staff.
[ ]	[ ]	County staff, including case managers, consider consumer choice and preference in the selection of services and treatment.
[ ]	[ ]	Consumers are included in CSP meetings.
[ ]	[ ]	The CSP Liaison is provided opportunity for training in adult mental health issues.
[ ]	[ ]	County staff encourage family members to participate in service and treatment decisions.
[ ]	[ ]	Consumers are integrally involved in planning, developing, and implementing new services and in the evaluation of services.
[ ]	[ ]	Consumers and families are involved in the county plan development.
[ ]	[ ]	Consumer and families participate in the budget meetings with county and state mental health staff.
[ ]	[ ]	The county program promotes and funds consumer self-help and consumer-run alternatives.

[ ] [ ] County personnel policies and practice encourage the hiring of consumers as staff, consultants, and trainers.

[ ] [ ] The county program uses people first language in all written materials (e.g., people with schizophrenia, not schizophrenics).

[ ] [ ] The county program makes information available to consumers on the self-help philosophy and statewide and local consumer organizations.

[ ] [ ] Notice of public/special hearings is widespread throughout the mental health community as well as in newspapers at least two weeks prior to the event.

[ ] [ ] Public/special hearings are held in locations accessible to public transportation, or transportation is arranged where no public transportation exists.

[ ] [ ] County staff are trained on consumer self-help approaches and the concept of recovery from mental illness.

[ ] [ ] Consumers are involved in all service and treatment decisions affecting their lives and given choice and preference in accessing/utilizing services.

Other county level indicators:

[ ] [ ] Consumers with special needs, including but not limited to persons who are deaf, hard of hearing, deafblind, elderly, etc and their families, are involved in county plan development, program assessment of need, implementation and evaluation of services, and participate in budget meetings with county and state mental health staff.

[ ] [ ] County staff are familiar with and utilize special communication tools such as qualified interpreters, TTY, large print, braille, readers, etc. in assisting consumers with special needs from initial intake, through assessment, planning, intervention and after care services, and that the communication tool of the consumer's choice is utilized.

All Most Some Few **All Most Some Few**
[ ] [ ] [ ] [ ] county funded agencies demonstrate [ ] [ ] [ ] [ ] of the following:

The Indicators for Agencies:

- Consumers are integrally involved in designing and evaluating services.
- Consumer preferences are honored whenever possible (e.g., therapist/case manager, decor, living arrangements, programming, food selection, etc.).
- Consumer self-help and consumer-run alternatives are promoted and funded.
- Individual strengths, interests and resources are identified in assessments, treatment plans and progress notes.
- Treatment/service plans reflect consumer involvement in goal setting and decisions regarding services. Consumers' signatures appear on all treatment/service plans, or an explanation of why the consumer has not signed is noted.
- Personnel policies encourage the hiring of consumers as staff, consultants, trainers.
- Consumer confidentiality is honored.
- People First language is used in all written materials (e.g., people with schizophrenia not schizophrenics).

Information is available to consumers on self-help philosophy and statewide and local consumer organizations.

YES NO

- Data collection reflects outcomes important to consumers (e.g., employment, housing, social supports).
- Provider staff are trained on the concept of recovery from mental illness and promote recovery concepts to consumers

Narrative summarizing how the "consumer-centered/consumer-empowered" principle will be strengthened:

II. Culturally Competent

The Principle:
Culture determines our world view and provides a general design for living and patterns for interpreting reality that are reflected in our behavior. Therefore, services that are culturally competent are designed and delivered to recognize and respect the behavior, ideas, attitudes, values, beliefs, customs, language, rituals, ceremonies and practices of an individual or a particular group of people.

The Indicators for County Mental Health Programs:

YES	NO	
[ ]	[ ]	A County CSP Committee meets regularly and includes persons reflective of the county cultural/ethnic groups.
[ ]	[ ]	The county office has resources and materials that reflect the cultural diversity of the county.
[ ]	[ ]	Persons from minority cultures have input into county plans.
[ ]	[ ]	Training includes a component on cultural competence for administrators, supervisors, and direct service staff.
[ ]	[ ]	Training teams represent the ethnic groupings of the county.
[ ]	[ ]	Orientation procedures to county staff include cultural competence values and issues along with other CSP values.
[ ]	[ ]	Consumer satisfaction surveys include a request for persons of cultural minorities to comment on the cultural appropriateness of the service they received.
[ ]	[ ]	Assessment of the cultural diversity and competencies of local staff and clients are used in the development of strategies to move toward a culturally competent system of care.
[ ]	[ ]	Local CSP network mailing list includes ministers, churches, cultural centers, and community leaders who represent/serve African, Latino, Asian, Native American, or other local cultural groups.
[ ]	[ ]	Administrative staff represent the cultural diversity of the county.
[ ]	[ ]	Consumer and family satisfaction protocols include questions tailored to ethnic communities.

Other county level indicators:

[ ] [ ] County staff are trained in Deaf Culture and other cultures, communication skills and the nuances related to language, syntax, and expression of feelings in the culture.

[ ] [ ] County staff are trained in the protocol and use of interpreters.

All	Most	Some	Few		All	Most	Some	Few	
[ ]	[ ]	[ ]	[ ]	county funded agencies demonstrate	[ ]	[ ]	[ ]	[ ]	of the following:

The Indicators for Agencies:

- Staff resources, consisting of literature (books, magazines and brochures), video and/or audio tapes, reflect the diversity of the population the agency serves.
- Waiting room and offices have literature reflecting the ethnic groups in the community.

- The schedule of regular staff training includes cultural competency development, and related topics.
- Introductory cultural competency trainings for staff incorporate the following elements:
    - overview of cultural diversity
    - the principles of cultural competency development
    - conducting psychiatric and psychological assessments applicable to the individual's cultural context
    - treatment planning appropriate to the individual, family, and cultural context
    - integrating community supports and resources
    - considering and using non-traditional methods and services
    - direct service provision and effectively engaging minorities in treatment
- Service delivery reflects:
    - psychiatric assessments which incorporate an appreciation of the consumer's culture and level of acculturation
    - treatment plans/consultations which involve or reflect the family's cultural perspective
    - up to date information on medications through current literature/studies on psychotropic medications and how they relate to minority populations
    - recognition of the importance of religion, religious expression and religious institutions

  - services available from clinical staff who speak the language understood by the consumer or who use interpreters
  - interagency meetings which welcome extended family members
  - recognition of culturally relevant holidays
  - tracking of completion rate for appointments by ethnicity, age and gender
- Administrative and treatment staff represent the cultural diversity of the community the agency serves.
- Minority members participate at the policy-making and administrative/monitoring levels.
- Advisory boards include minority membership.
- Consumer satisfaction protocols include questions tailored to ethnic communities.

Narrative summarizing how the "culturally competent" principle will be strengthened:

III. Flexible

The Principle: *The development and delivery of services and supports are flexible as possible in order to meet the needs of a wide diversity of persons in the geographic area. Flexibility includes having a wide variety of services, of variable intensity available at a wide range of times, and delivered in a wide range of environments.*

The Indicators for County Mental Health Programs:

YES	NO	
[ ]	[ ]	The county, through its provider system, delivers a full array of services and treatment.
[ ]	[ ]	The county ensures consumer choice in treatment plans and support services.
[ ]	[ ]	County staff are accessible and available during non-business hours.
[ ]	[ ]	County staff credentialing standards support the provision of rehabilitative, self-help, and alternative treatment services, as well as traditional mental health approaches.

[ ] [ ] The county has an outreach team to identify people in need of mental health services.

Other county level indicators:

[ ] [ ] The county has an outreach team to identify elderly people and other people with special needs who are in need of mental health services.

All	Most	Some	Few		All	Most	Some	Few	
[ ]	[ ]	[ ]	[ ]	county funded agencies demonstrate	[ ]	[ ]	[ ]	[ ]	of the following:

The Indicators for Agencies:

- A full array of treatment, rehabilitation and support services are available in accessible locations.
- Day, evening and weekend hours are available.
- Services are delivered at a variety of locations, including the consumer's home or community as appropriate.
- Type and duration of service is based on consumer need.
- Staff credentialing standards recognize expertise in rehabilitative, self-help and alternative treatment approaches.

Narrative summarizing how the "flexible" principle will be strengthened:

IV. **Meet Special Needs**

The Principle:
Services are adapted to meet the special needs of people with mental illness who are affected by one or more of such factors as old age, substance abuse, physical disability, loss of sight/hearing, mental retardation, homelessness, HIV/AIDS, and involvement in the criminal justice system.

The Indicators for County Mental Health Programs:

YES	NO	
[ ]	[ ]	The county program actively collaborates with other human service agencies to meet the needs of consumers with special needs.

[ ] [ ] The county program supports creative inter-agency agreements, collaborative funding, and cross-system training of staff.

[ ] [ ] The county program tracks and/or coordinates outreach to special needs populations.

[ ] [ ] The county solicits input from other service agencies when planning, developing, or expanding services.

[ ] [ ] County staff training includes modules on special populations.

[ ] [ ] The county program has designated staff specialists for special populations.

Other county level indicators:

[ ] [ ] The county program actively seeks and utilizes input from persons with special needs, their family members and advocates, in the development of county plans.

[ ] [ ] The county program provides the necessary communication tools/qualified interpreters/large print materials/assistive hearing devices, etc. to enable persons with special needs to participate in the county plan development.

[ ] [ ] The county program ensures that a discharge plan for those being discharged from the criminal justice system involves networking with the criminal justice system and all systems which will enable a successful transition.

All Most Some Few **All Most Some Few**
[ ] [ ] [ ] [ ] county funded agencies demonstrate [ ] [ ] [ ] [ ] of the following:

The Indicators for Agencies:

- Representatives from other service systems are involved in developing/implementing the treatment/service plan of persons with special needs.
- Staff specialists are available/trained to meet the diverse needs of consumers, as outlined above.

- Timely mobile outreach is provided to specialty populations including persons who are elderly, homeless and involved in the criminal justice system.
- Data systems track service utilization and outcomes specific to special populations.
- TDD telephone access, sign language interpreters, Braille materials and other assistive devices are available, as needed.
- Creative interagency agreements and funding focus on the total needs of the individual (cross-training of staff, co-location of staff, etc.).

Narrative summarizing how the "meet special needs" principle will be strengthened:

V. **Accountable**

The Principle:
Service providers are accountable to the users of the services. Consumers and their families are involved in planning, implementing, monitoring and evaluating services.

The Indicators for County Mental Health Programs:

YES	NO	
[ ]	[ ]	The county program supports CSP activities at local, regional, and state levels.
[ ]	[ ]	The county ensures consumers understand service options and how to access services.
[ ]	[ ]	County documents including county annual plans, reports, and newsletters are written in language that is understandable to consumers.
[ ]	[ ]	The county program provides a consumer-friendly complaint, grievance, and appeal system.
[ ]	[ ]	The county program collects consumer satisfaction data, and prepares and distributes reports to consumers, advocates, and providers.
[ ]	[ ]	The county maintains a continuous quality improvement plan for services, outcomes, and access.

[ ] [ ] The county has a consumer satisfaction team (which is independent of county providers, staffed by consumers/family members, and where members earn competitive wages.)

[ ] [ ] Consumer satisfaction data indicates that consumers and families are treated with respect and dignity.

Other county level indicators:

[ ] [ ] Consumer satisfaction data indicates that input has been sought from consumers with special needs, such as persons who are deaf, hard of hearing, deafblind, elderly, having HIV/AIDS, etc. and that the data indicates that consumers with special needs are treated with respect, dignity, and that they understand service options, and how to access services.

[ ] [ ] The county has open/closed captioned videos, large print materials, assistive hearing devices and other communication tools available to help consumers with special needs understand their rights, service options and how to access services.

All	Most	Some	Few		All	Most	Some	Few	
[ ]	[ ]	[ ]	[ ]	county funded agencies demonstrate	[ ]	[ ]	[ ]	[ ]	of the following:

The Indicators for Agencies:

- Consumers and families are integrally involved in the design, development and evaluation of services. This includes:
    - Consumer satisfaction teams.
    - Consumer/family membership on governing/advisory boards.
    - Information on services, diagnoses, medications, etc. is available and written in consumer friendly language.
- The member handbook/policies and procedures, which includes grievance and appeal procedures, is written in clear and understandable language.
- Personnel ensure that consumers receive copies of the member handbook/policies and procedures and understand who to call for help with questions.

- The agency has positive outcome measures aimed towards stabilization/growth in functioning, increased consumer satisfaction, etc.
- The agency has a balanced focus on cost, quality, outcome and access, when evaluating program success.
- Data and standards related to demographics, budgets/expenditures, criteria for service authorizations, complaints/appeals, outcomes, etc. are provided to consumers/families and advocates for review.

Narrative summarizing how the "consumer-centered/consumer-empowered" principle will be strengthened:

VI. **Strengths-Based**

The Principle:
Services build upon the assets and strengths of consumers to promote growth and movement toward independence.

The Indicators for County Mental Health Programs:

YES	NO	
[ ]	[ ]	The county program promotes recovery from mental illness.
[ ]	[ ]	The county program facilitates opportunities for consumer growth and independence.
[ ]	[ ]	The county program assures that assessments, treatment/service plans, and progress notes highlight and capitalize on each individual's strengths, assets, skills and talents.
[ ]	[ ]	The county program assures that written materials support People First language and the role of the consumer as a key partner in the recovery process.
[ ]	[ ]	The county maintains a continuum of services allowing individuals to maintain the highest level of independence possible.

[ ] [ ] Self-help and consumer run services are funded and available.

Other county level indicators:

[ ] [ ] The county continuum of services allows individuals who have special needs to maintain the highest level of independence possible and the county networks with advocacy groups for persons with special needs to identify all resources available for the consumer to maintain the highest level of independence possible.

All	**Most**	**Some**	**Few**		**All**	**Most**	**Some**	**Few**	
[ ]	[ ]	[ ]	[ ]	county funded agencies demonstrate	[ ]	[ ]	[ ]	[ ]	of the following:

The Indicators for Agencies:

- Service interventions promote a wellness, not illness, focus.
- Assessments, treatment/service plans and progress notes highlight and capitalize on each individual's strengths, assets, skills and talents.
- Written materials support People First language and the role of consumer as a key partner in the recovery process.
- Staff are trained in the concept of recovery from mental illness.
- The concept of recovery is promoted by providers.

Narrative summarizing how the "strengths-based" principle will be strengthened:

VII. Community-Based/Natural Supports

The Principle:
Services are offered in the least coercive manner and most natural setting possible. Consumers are encouraged to use the natural supports in the community and to integrate into the living, working, learning, and leisure activities of the community.

The Indicators for County Mental Health Programs:

YES	NO	
[ ]	[ ]	County office maintains a list of resources within the zip code or within 10 miles.
[ ]	[ ]	Local resource pamphlets describing natural community supports are available in the county office.
[ ]	[ ]	Natural and community resources are used in service plans, such as family, neighbors, work, leisure and church activities, and service and community organizations.
[ ]	[ ]	Orientation to and support for public transportation are available to families.
[ ]	[ ]	The data system tracks the use of local/community resources.
[ ]	[ ]	The county funds outreach programs.
[ ]	[ ]	The staff training schedule includes topics on community resources and understanding the community in which the staff works.
[ ]	[ ]	The county has identified gaps in the service system and has developed a plan to address them.
[ ]	[ ]	The county maintains records of community involvement and participation in activities including public meetings, hearings, and discussions.

Other county level indicators:

[ ]	**[ ]**	**The county office insures that its staff and the contract provider staff are knowledgeable of and utilize natural and community supports which benefit consumers with special needs. Staff training includes presentations from consumers with special needs, as well as their family members and advocates.**

All	Most	Some	Few		All	Most	Some	Few	
[ ]	[ ]	[ ]	[ ]	county funded agencies demonstrate	[ ]	[ ]	[ ]	[ ]	of the following:

The Indicators for Agencies:

- Community based resources/services within the zip code or within 10 miles are used.
- Pamphlets/information on local resources and services are made available through administrative entities and provider agencies.
- Training and support in finding and using transportation is available to consumers.
- Natural resources are used in each treatment plan, such as housing, work, leisure and church activities.
- Consumers are encouraged to develop advance directives in preparation for crises for staff/family to follow.
- Individuals identified by the consumer as supports should be incorporated into the treatment/service plan.
- The data system tracks the use of local/community resources.
- There is a policy/procedure to reach out to consumers and their families when needed.
- The staff training schedule includes topics on community resources and understanding the community in which the staff works.

Narrative summarizing how the "community-based/natural supports" principle will be strengthened:

VIII. **Coordinated**

The Principle:
Services and supports are coordinated on both the local system level and on an individual consumer basis in order to reduce fragmentation and to improve efficiency and effectiveness with service delivery. Agencies must work in collaboration to meet the variety of needs that people with psychiatric disabilities have.

The Indicators for County Mental Health Programs:

County staff orientation and training includes an overview of various human services agencies.

YES NO

[ ] [ ] County program staff are designated as liaisons with other human service systems.

[ ] [ ] County staff are available to provide orientation to other agencies regarding mental health services.

[ ] [ ] The county program ensures that written agreements/plans for coordination are in place with providers and agencies including: state-hospitals, medical services providers, social services agencies, and police and corrections offices.

Other county level indicators:

[ ] [ ] The county staff and contracted provider staff receive and provide orientation to agencies serving persons who have special needs. These agencies include but are not limited to the Office for the Deaf and Hard of Hearing, The Department of Aging and the Area Agencies on Aging, the Coalition for the Homeless, etc.

All Most Some Few **All Most Some Few**
[ ] [ ] [ ] [ ] county funded agencies demonstrate [ ] [ ] [ ] [ ] of the following:

The Indicators for Agencies:

- Written agreements/plans for coordination are in place with the following:
  - State hospitals.
  - Medical services providers/insurers. (This should include a good baseline medical work-up, coordination in monitoring physical and neurobiological services, etc.)
  - Social service agencies (Offices of aging, vocational rehabilitation, housing authorities, drug and alcohol programs, homeless shelters, legal services, etc.)
  - Police departments, district justices, jails and prisons, etc.
- Staff are designated as liaisons to other service agencies in order to plan and facilitate services.

- Staff development/training involves overview of service agencies in area (e.g., policies, procedures, mission statement, regulations, etc.).

Narrative summarizing how the "coordinated" principle will be strengthened:

DEPARTMENT OF DRUG AND ALCOHOL PROGRAMS
Principles of Effective Treatment

Background

Alcohol and other drug abuse and dependency treatment services must be provided by facilities licensed by the Department of Drug and Alcohol Programs, Division of Drug and Alcohol Licensure, to ensure that minimum standards are being maintained to protect the health, safety and welfare of the individual.

Philosophy

Substance abuse and dependence are primary diseases, not symptoms of other underlying conditions. Substance use disorders can be diagnosed, are responsive to treatment and are complex behavioral disabilities usually having chronic medical, social and psychological components, which result in multiple negative consequences. Substance abuse and dependence related problems affect not only the dependent individual, but other family members, particularly children. Denial is a central characteristic or symptom of substance abuse and dependence that complicates an individual's ability to acknowledge a problem.

Principles

- **Treatment needs to be readily available**. Because individuals diagnosed with a substance use disorder may be uncertain about entering treatment, taking advantage of opportunities when they are ready for treatment is crucial. Potential treatment applicants can be lost if treatment is not immediately available or is not readily accessible.

- **No single treatment is appropriate for all individuals**. Matching treatment settings, interventions, and services to each individual's particular problems and needs is critical to his or her ultimate success in returning to productive functioning in the family, workplace, and society.

- **Effective treatment attends to multiple needs of the individual, not just his or her substance use**. To be effective, treatment must not only address the individual's substance use but any associated medical, psychological, social, vocational, and legal problems.

- **Individuals diagnosed with a substance use disorder and with a coexisting mental disorders should have both disorder treated in an integrated way**. Because addictive disorders and mental disorders often occur in the same individual, persons presenting for either condition should be assessed and treated for the co-occurrence of the other type of disorder. Both disorders are considered primary.

- **Treatment should be person specific** and guided by an individualized treatment plan based upon a face to face comprehensive biopsychosocial evaluation of the person and when possible, a comprehensive evaluation of the family as well.

- **Counseling (individual and group) and other behavioral therapies are critical components of effective treatment for substance use disorder**. In therapy, the person addresses issues of motivation, build skills to resist substance use, replace substance-using activities with constructive and rewarding nonsubstance-using activities, and improve problem-solving abilities. Behavioral therapy also facilitates interpersonal relationships and the individual's ability to function in the family and community.

- **Self-help groups such as Alcoholics Anonymous, Narcotics Anonymous and Double Trouble are essential adjuncts to the treatment process**. Attendance should be encouraged when appropriate.

- **Medications are an important element of treatment for many individuals,** especially when combined with counseling and other behavioral therapies. Methadone and buprenorphine are very effective in helping individuals dependent upon opiates stabilize their lives and reduce their illicit drug use. Naltrexone is also an effective medication for some individuals diagnosed with opiate dependency as well as a co-occurring alcohol dependence. For persons dependent upon nicotine, a nicotine replacement product (such as patches or gum) or an oral medication (such as bupropion) can be an effective component of treatment. For individuals diagnosed with mental disorders, both behavioral treatments and medications can be critically important.

- **Treatment programs should provide assessment for HIV/AIDS, Hepatitis B and C, Tuberculosis and other infectious diseases**, and counseling to help individuals modify or change behaviors that place themselves or others at risk of infection. Counseling can help individuals avoid high-risk behavior. Counseling also can help people who are already infected manage their illness.

- **Remaining in treatment for an adequate period of time is critical for treatment effectiveness**. The appropriate duration for an individual depends on his or her problems and needs. Research indicates that for most people, the threshold of significant improvement is reached at about 3 months in treatment. Treatment may include Residential care followed by Intensive Outpatient care or Partial treatment followed by Outpatient care, or any movement through the level of care continuum. After this threshold is reached, additional treatment can produce further progress toward recovery. Because people often leave treatment prematurely, programs should include strategies to engage and keep people in treatment.

- **Recovery from substance use disorders can be a long-term process and frequently requires multiple episodes of treatment**. As with other chronic illnesses, relapses to substance use can occur during or after successful treatment episodes. Individuals diagnosed with a substance use disorder may require prolonged treatment and multiple episodes of treatment to achieve long-term abstinence and fully restored functioning. Participation in self-help support programs during and following treatment often is helpful in maintaining long-term abstinence.

- **Treatment does not need to be voluntary to be effective**. Strong motivation can facilitate the treatment process. Sanctions or enticements in the family, employment setting, or criminal justice system can increase significantly both treatment entry and retention rates and the success of substance use treatment interventions.

- **Persons recovering from substance use disorders are viewed as important resources in the statewide service system**. As representatives of the recovering community, persons in recovery serve as an inspiration to the individuals struggling with a substance use disorder. As a practicing professional they provide an empathetic and knowledgeable approach to treatment philosophy, offer valuable input into the recovering community network, and serve as a voice for advocacy.

The majority of the above Principles are adapted from the National Institute of Drug Abuse (NIDA).

RESERVED

GUIDELINES FOR CONSUMER/FAMILY SATISFACTION TEAMS AND MEMBER SATISFACTION SURVEYS

The Department of Human Services (DHS) values and encourages the input of consumers and families in all aspects of the HealthChoices Program and expects that such input will be incorporated in quality improvement. In addition the Office of Mental Health and Substance Abuse Services (OMHSAS) encourages input from consumers, persons in recovery, and families regarding the services and supports received in the mental health and drug and alcohol service system. Consumer and family feedback helps inform Providers, counties and Behavioral Health Managed Care Organizations (BH-MCO) about how services can support recovery for adults, resilience in children and adolescents and be more effective. Consumers and families have specialized knowledge and sensitivity about how respect, dignity and responsiveness of services can affect the process of recovery and preserve resilience. Members are more likely to feel safe in describing their experience with someone who is not their service Provider. Soliciting feedback on satisfaction with services empowers consumers and families and allows them to have a greater role in determining the quality of behavioral health care and recommending system improvements DHS therefore requires Primary Contractors to implement a comprehensive approach for the measurement of consumer/family satisfaction, including but not limited to:

- A Consumer/Family Satisfaction Team (C/FST) Program
- An Annual Mailed/Telephonic Survey of Member Satisfaction

A. CONSUMER and FAMILY SATISFACTION TEAM PROGRAM

1. Purpose

The purpose of the C/FST Program is to determine whether adult behavioral health service recipients and children and adolescents with serious emotional disturbance and/or substance abuse disorders and their families are satisfied with services and to help ensure that problems related to service access, delivery and outcome are identified and resolved in a timely manner. Surveys should identify consumer and family member satisfaction with the services of a specific Provider as well as the level of satisfaction with the behavioral health system and all of the treatment, services and supports each consumer is receiving. This is primarily accomplished by gathering information through face-to-face discussions with Recipients of behavioral health services and the families of child and adolescent service Recipients, with follow-up reports, dialogue, and problem resolution feedback with the Primary Contractor.

It is the responsibility of the Primary Contractor (the Primary Contractor refers to the responsible party that holds the HealthChoices contract or agreement with DHS) to provide the support, encouragement, and resources necessary to build a strong, independent, conflict free C/FST Program. In a recovery oriented service system support and encouragement would be evidenced by a Primary Contractor that:

- Communicates the importance of listening to and acting upon the results of satisfaction feedback from C/FSTs;
- Supports and encourages C/FSTs so that they are considered a respected and valuable service;
- Requires timely Provider action in response to survey results;
- Has a Provider network that works in partnership with C/FSTs to continuously improve service responsiveness using survey results in their internal quality management program;
- Identifies system improvement needed based on survey results;
- Actively provides direction and feedback to C/FSTs about how to improve their program and acquire the skills needed to move toward the independent operation of a satisfaction survey program; and
- Provides the resources necessary to accomplish the requirements outlined in this document.

2. Organizational Requirements of Consumer/Family Satisfaction Team Programs

In order to determine whether or not behavioral health services are meeting the needs and expectations of adults, young adults, children and adolescents and their family members, the Primary Contractor shall ensure that the C/FST Program is organized and operates in compliance with the following:

The Primary Contractor either directly, or via a BH-MCO or other sub-contractor, must have systems and procedures to routinely assess service Recipient satisfaction. The C/FST Program may be either a single or a multi-county program based upon the nature of the contract between DHS and the Primary Contractors. The family satisfaction component may be accomplished either as a separate administrative entity or as a component of the C/FST Program that is specifically responsible for family satisfaction activities.

a. The Primary Contractor for HealthChoices and/or the BH-MCO must have a contract or a written and signed agreement with each C/FST Program and fiduciary, if applicable, that delineates roles and responsibilities of all parties. Designation of who holds the responsibility for advocacy and follow-up on behalf of Members should also be included.

b. Under the contract or written agreement, and consistent with the requirements of the Mental Health Procedures Act (Chapter 5100), the C/FST members will act as agents of the Primary Contractor, and are, therefore, to have the same access to consumers and family members as the Primary Contractor and service Providers, insofar as it is necessary to perform their responsibilities.

c. Each C/FST Program must have a Director who may be full or part time depending upon the size of the program. The Director must be a person who self-identifies as a consumer, person in recovery, or family member as stated in 3(a) and (b) as of January 1, 2005. If the current Director hired prior to January 1, 2005 does not meet this requirement, he or she may continue to serve until such time as the position is vacant and a new Director is hired.

d. C/FST members must be paid at least as much as other persons in the general workforce doing similar work in the same community.

e. C/FSTs must be independent from any Provider of behavioral health services or any other agency that might create a conflict of interest. C/FSTs that do not have accounting capabilities may contract with a provider as its fiduciary provided the contract safeguards the independence of the C/FST for program direction including budget priorities, satisfaction surveys, findings and recommendations.

f. The Primary Contractor shall work with the C/FST to establish an annual plan for conducting face-to-face interviews. The plan will include goals such as: the number of interviews to be completed, the levels of care to be surveyed and special focus surveys to address specifically identified special populations. If the C/FST Program identifies barriers to accessing Members to be surveyed, the Primary Contractor will assist to resolve the issue. Priority populations should be given priority for face-to-face interviews.

g. The Primary Contractor will ensure that the C/FST Program has adequate financial resources, training, support, and necessary equipment for the program to produce high quality quarterly reports.

3. Consumer and Family Satisfaction Team Minimum Requirements

a. Persons performing adult satisfaction activities must be, or have been, consumers of behavioral health services, persons in recovery, or family members.

b. Persons performing family satisfaction activities must include family members of children and adolescents with serious emotional disturbance and/or substance abuse disorders who are receiving or have received behavioral health services in the publicly funded system, and may also include older adolescents and/or young adults who are receiving or have received behavioral health services as a child or adolescent in the publicly funded system.

c. Family satisfaction team members must have child abuse and criminal history clearances in accordance with the Child Protective Services Law, Chapter 63, Sections 6303 and 6344, and are mandated reporters for child abuse.

d. The family satisfaction component may be a separate and distinct administrative entity, or may be at least one team of a C/FST Program or one member of a team dedicated to family satisfaction activities.

e. Young adults (18-22) may be interviewed by either consumer or family satisfaction team members, as appropriate, depending on the services being received.

4. Conducting Satisfaction Surveys

Consumer and family satisfaction interviews serve as a means for early identification and resolution of problems related to service access, and timeliness of service delivery, appropriateness of services and recovery and resilience outcomes. Face-to-face interviews afford Members the opportunity to communicate openly with peers on an on-going basis. Additionally, satisfaction surveys assist in determining the level of satisfaction with respect, dignity and hopefulness as integral components of the entire service delivery system. These activities also provide a further check to ensure that the service system is consistent with the principles of recovery in adults, resilience in children and adolescents, of the Community Support Program (CSP), the Child and Adolescent Service System Program (CASSP), cultural competence, and Drug and Alcohol (D&A) Treatment Principles. The Primary Contractor shall ensure:

a. Consumer/family satisfaction should be assessed through face-to-face interviews with adult behavioral health service Recipients; children and adolescents with serious emotional disturbance and/or substance abuse disorders and their families. Interviews should be face-to-face whenever possible however, telephone or mailed surveys may be used if preferred by the Member.

b. The Primary Contractor shall establish mechanisms in their contract or written agreement to inform the C/FST Program of newly enrolled Members receiving behavioral health services and on-going Members who may wish to participate in satisfaction interviews. The first mechanism below is to be used when member names, addresses and telephone numbers are provided to the C/FST. The second mechanism describes the process if the Primary Contractor does not wish Member names to be provided to the C/FST without Member consent. It is the Primary Contractors responsibility to select the mechanisms for notifying Members about the C/FST Program as follows:

   i. The Primary Contractor periodically provides the names and addresses of Members newly enrolled in mental health services to the C/FST and at least annually updates the list for Members who continue to remain enrolled, and notifies Members receiving drug and alcohol services as stated in 4 (b) ii below; or
   ii. The Primary Contractor informs all newly enrolled Members receiving mental health and/or drug and alcohol services about the C/FST Program. The names of members receiving mental health services who wish to be interviewed can be provided to the C/FST without a release of information. Members receiving drug and/or alcohol services must sign a release of information in order for their name, address and telephone number to be provided to the C/FST. A mechanism must be established to provide an opportunity to be interviewed at least annually for Members that remain enrolled in mental health and drug and alcohol services.

c. Service Providers must provide C/FSTs with comfortable private space for interviews to ensure an environment in which behavioral health consumers and children and adolescents with serious emotional disturbance and/or substance abuse disorders and their families feel free to express any concerns they may have.

d. C/FSTs solicit input from Recipients of behavioral health services and the families of children and adolescents receiving behavioral health services in order that satisfaction and areas of concern can be identified and recommendations for systems improvement can be developed. This can be accomplished through individual and/or group discussions, upon discharge from a service, and as focus groups with behavioral health consumers, persons in recovery, children and adolescents with serious emotional disturbance and/or substance abuse disorders and their families, including visits to programs where members receive their services or to their homes. Family members may be more easily accessed when interviews are conducted by telephone. Information about the C/FST Program is best shared in face-to- face presentation with individuals or groups, however, such methods as videotapes, telephone or written material may also be used.

e. Some of the C/FST survey questions should address satisfaction with the Provider(s) and the mental health and drug and alcohol service(s) the consumer is receiving. The findings of the C/FST shall be organized to identify the Provider, or special population in the case of a focused survey for three purposes: 1) to allow the managed care organization to include C/FST information in Provider profiling, 2) to provide feedback to the individual Provider about their program, and 3) to allow the Primary Contractor (County and/or Managed Care Organization) to direct the Provider to take corrective action to address a Member concern or concerns about the Provider operation or program. The face-to-face surveys and monthly problem solving process ensure action is taken on an on-going basis and resolution for the Member is timely and responsive. Both the on-going surveys and the annual survey described in Section B can be used to identify trends that may require system improvement.

f. The Primary Contractor will identify and request the C/FST to conduct outreach efforts to under-served or un-served groups of consumers and families in order to conduct satisfaction surveys and identify system improvements that will increase the access, engagement and retention of these individuals in needed behavioral health services.

5. Areas for Consumer and Family Satisfaction Team Observation and Discussion with Recipients of Behavioral Health Services and the Families of Child and Adolescent Service Recipients

Consumers, persons in recovery, and families of children and adolescents shall have input into the questions asked in satisfaction surveys. The survey tool should allow identification of the Provider(s) and the service(s) provided as well as general satisfaction with the service system. Satisfaction surveys shall include but not be limited to the following areas:

BH-MCO Related Issues:

- Knowledge of and satisfaction with member services
- Knowledge of benefits and treatment options
- Awareness of complaint and grievance process (and satisfaction with outcome if process was used)
- Satisfaction with level of dignity and respect conveyed to Members by the BH-MCO staff

Service Delivery:
- Interagency Team Process for children and adolescents and their families
- Choice of Providers
- Satisfaction with timeliness and convenience of the service delivery system
- Perception of accessibility and acceptability of services (i.e., denial of preferred services, geographic, language/culture, problems resulting in discontinuation of services by Recipient)

Treatment:
- Service Recipient involvement in treatment planning and decisions
- Child or adolescent and their family members involvement in treatment planning and decisions
- Interagency Team Process for children and adolescents and their families
- Perception of effectiveness/outcomes of treatment
- Perception of changes in quality of life as a result of treatment
- Satisfaction with dignity, respect and hopefulness offered during treatment
- Satisfaction with physical health care

Overall Satisfaction:
- Degree to which services were consistent with CSP**,** CASSP and D&A principles, and facilitate recovery and resilience
- Freedom from sense of coercion or fear of retribution for Recipients of mental health services
- Satisfaction and comfort level with physical environment of facility or site where services were provided.
- Satisfaction with dignity, respect and hopefulness offered by all levels of the service system.

DHS may from time to time require specific questions to be added to C/FST satisfaction surveys in order to conduct statewide quality assurance activities.

6. Confidentiality

All employees of C/FST Programs must comply with applicable state and federal laws, regulations, and rules regarding the confidentiality of mental health consumers and recipients of drug and alcohol treatment services. The contract or written agreement will address confidentiality requirements including the following:

a. All C/FST members must receive training in confidentiality regulations for mental health and substance abuse services. All family satisfaction team members must also receive training in confidentiality issues relevant to the child and adolescent population in both mental health and substance abuse services.

b. All C/FST members must sign a confidentiality agreement, and personnel policies must address disciplinary procedures relevant to violation of the signed confidentiality agreement.

c. Mental Health Confidentiality: For purposes of the HealthChoices program, C/FSTs are agents of the Primary Contractor, and have the delegated authority to collect and disseminate the needed information. C/FST members must be considered as equal to all other mental health professionals with regard to access to mental health consumers, children and adolescents with serious emotional disturbance and their families. There should be no special written permission required to engage consumers and families receiving mental health, whether in state hospitals or community programs.

d. Mental Health Confidentiality: If the Recipient of mental health services is a child (up to 14 years of age), he or she may be interviewed but only in the presence of a responsible family member or authorized caregiver, and the family member or caregiver must also be interviewed. If the Recipient of mental health services is an adolescent (14 to 18 years of age), the adolescent should be interviewed independently and responsible family members or an authorized caregiver could also be offered the opportunity to be interviewed. It is preferable but not necessary to receive the adolescent's consent before interviewing family members or caregivers.

e. Drug and Alcohol Confidentiality: A service agreement between the C/FST Program and each Drug and Alcohol Provider outlining Drug and Alcohol confidentiality rules, rights, regulations and laws that govern Drug and Alcohol Providers in Pennsylvania is also required. This is consistent with the current practice of Drug and Alcohol Providers to require such an agreement be signed by representatives of the Departments of Health and Human Services, Joint Commission on Accreditation of Healthcare Organizations, and Single County Authorities for Drug and Alcohol services.

f. Drug and Alcohol Confidentiality: Prior to a drug and alcohol service Provider contacting a C/FST Program to provide the name of a person who wishes to be surveyed, a consent to release information form must be signed by the Member requesting their name, address and telephone number be provided to the C/FST Program. A copy of the signed consent to release information form must be retained in the Member's treatment file and a copy given to the Member and the C/FST. Consent to release information forms for Members receiving drug and alcohol treatment services are not required when the C/FST conducts surveys without receiving the persons name and reports data in the aggregate

g. Drug and Alcohol Confidentiality: Recipients of drug and alcohol treatment services, regardless of age, must give their written consent for a parent or other family member to be interviewed, or to be present while the Recipient of services is being interviewed.

h. C/FSTs must be afforded the opportunity to meet with mental health consumers and Recipients of substance abuse services and the family members of child and adolescent service Recipients to describe and explain the purpose and function of C/FSTs.

7. Problem Identification and Recommendations for Action

C/FSTs must provide feedback to the Primary Contractor through written quarterly reports and monthly problem resolution meetings that allow for dialogue and review of findings. The Primary Contractor is responsible for timely reports back to the C/FST on specific actions and problem resolution resulting from identified issues, concerns and problems. The contract or written agreement shall identify the process the Primary Contractor will use to resolve problems and address suggestions identified by the C/FST including the following:

a. Process for problem identification and resolution that includes the C/FST Program, consumers, persons in recovery, parents, adolescents, children, designated county staff, staff of the managed care organization, and advocates as appropriate to the problem identified.

b. The problem resolution process must include how often problem resolution meetings will occur, with whom, and the responsibilities of all parties (County, C/FST, managed care organization, and Providers). This process will identify actions to be taken by the Primary Contactor if resolution is not reached. There must also be a process in place for responding to urgent matters identified by Members.

c. The Managed Care Organization sub-contracts with Providers of behavioral health services in their network shall include the timeframe in which the Provider must respond to the recommendations made by the C/FST as directed by the County, Managed Care Organization or the C/FST. Providers of behavioral health services should be required to use C/FST feedback in their quality management program.

d. The Primary Contractor must provide a timely response to the C/FST on actions taken in response to reported problems and concerns resulting from service Recipient interviews for inclusion in the next quarterly report.

e. Mechanisms must be in place to address identified trends or system changes that may require the Primary Contractor to study in more depth to understand the issue and resolve. This may include focus meetings on specific topics or collaboration with other involved service systems. The results of these focus studies will be provided to the C/FST for inclusion in their reports.

8. Knowledge, Training and Orientation of Consumer and Family Satisfaction Teams

The Primary Contractor will ensure that C/FST members have both an initial orientation to and on-going training in the following areas:

a. C/FST members must have basic knowledge of mental illness and addictive diseases and an understanding of the concept of recovery and resilience in relation to both for adults and children and adolescents. Persons performing Family Satisfaction activities must also have an understanding of serious emotional disturbance and substance abuse disorders in children and adolescents.

b. Training for C/FST members must include confidentiality regulations for mental health and substance abuse services. Family satisfaction team members must also receive training in confidentiality issues relevant to the child and adolescent population in both mental health and substance abuse services. Training must include an understanding of responsibilities, as applicable, under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

c. C/FST members must also have an understanding of the cultural diversity of the individual and community being served in order to ensure culturally sensitive interactions. Training shall include the basic concepts of recovery and resilience.

d. Family satisfaction team members must have training in the responsibilities of being mandated reporters for child abuse.

e. The Primary Contractor shall arrange a minimum of two (2) hours orientation/training on the BH-MCO operations, policies and procedures for satisfaction team members.

9. Quarterly Reports

The Primary Contractor shall provide the Department with the C/FST Program's quarterly report summarizing consumer and family satisfaction findings, as well as improvement actions and system changes implemented by the Primary Contractor in response to those findings. The Primary Contractor shall provide support and direction to the C/FST to ensure the report contains not only the

numeric results of surveys conducted but also information about the actions taken in the previous quarter by the Primary Contractor or behavioral health service Provider, trends observed, and other relevant information that can be used by Providers and others about ways to improve treatment and supports.

10. DHS Annual Review of Consumer/Family Satisfaction Team Programs

DHS will conduct an annual review of the C/FST program that will include a review of the following:

a. Results of satisfaction surveys;

b. Actions taken to resolve identified issues and system changes;

c. Role and effectiveness of the Primary Contractor in problem resolution and direction to the C/FST program;

d. Adequacy of the budget, staff, and training opportunities to carry out the requirements of the program;

e. Role of the fiduciary, if applicable, in supporting the program and financial priorities established by the C/FST program; and

f. Progress on gaining skills and abilities of the C/FST program to move toward operating as an independent, conflict free, satisfaction program, as applicable

B. ANNUAL MEMBER SATISFACTION SURVEYS

1. Consumer and Family Satisfaction Annual Mailed/Telephonic Survey

The Primary Contractor is responsible for ensuring that an annual satisfaction survey of a representative sample of persons served by the behavioral health program is conducted by mail or telephonically. The purpose of the Annual Mailed/Telephonic Consumer and Family Member Satisfaction Survey is to determine the extent to which the BH-MCO adult Members and family members of children and adolescents are satisfied with overall BH-MCO operations and services, and to identify areas which need improvement. Surveys are developed and used by the BH-MCO to gather information to determine whether the BH-MCO adult Members and family members of children and adolescents are knowledgeable about and satisfied with the behavioral health program including core functions such as member services as well as to assess whether service availability, service access, and services provision and effectiveness are meeting the Member's needs and expectations.

a. Surveys of Recipients of substance abuse services, regardless of age, must be distributed by Providers at service delivery sites in order to protect the confidentiality of persons being surveyed.

b. A separate survey instrument must be developed for children and adolescent service Recipients and their families.

c. Findings and resulting recommendations from the survey and consumer/family satisfaction activities are to be incorporated into the Primary Contractor's ongoing quality management and improvement program.

d. The County may directly conduct the annual survey or direct the managed care organization, C/FST Program, or another entity that would be conflict free, to conduct the annual survey.

2. <u>Areas Covered by the Consumer and Family Satisfaction Survey</u>

Consumers, persons in recovery, and families of children and adolescents shall have input into the questions asked in satisfaction surveys. Satisfaction surveys shall include but not be limited to the following areas:

<u>BH-MCO Related Issues</u>:
- Knowledge of and satisfaction with member services
- Knowledge of benefits and treatment options
- Awareness of complaint and grievance process (and satisfaction with outcome if process was used)
- Satisfaction with level of dignity and respect conveyed to Members by the BH-MCO staff

<u>Service Delivery</u>:
- Interagency Team Process for children and adolescents and their families
- Choice of Providers
- Satisfaction with timeliness and convenience of the service delivery system
- Perception of accessibility and acceptability of services (i.e., denial of preferred services, geographic, language/culture, problems resulting in discontinuation of services by Recipient)

<u>Treatment</u>:
- Service Recipient involvement in treatment planning and decisions
- Child or adolescent and their family Members involvement in treatment planning and decisions
- Interagency Team Process for children and adolescents and their families
- Perception of effectiveness/outcomes of treatment
- Perception of changes in quality of life as a result of treatment
- Satisfaction with dignity, respect and hopefulness offered during treatment
- Satisfaction with physical health care.

Overall Satisfaction:

- Degree to which services were consistent with CSP**,** CASSP and D&A principles, and facilitate recovery and resilience
- Freedom from sense of coercion or fear of retribution for Recipients of mental health services
- Satisfaction and comfort level with physical environment of facility or site where services were provided.
- Satisfaction with dignity, respect and hopefulness offered by all levels of the service system.

Miscellaneous:

- Items required by the Department as a result of the Department's ongoing monitoring and program evaluation.
- Knowledge of and satisfaction with the Medical Assistance Transportation Program
- Satisfaction of consumers with special needs e.g. deaf and hard of hearing, older adults, people who are homeless, etc.
- Suggestions for improvement

3. Sampling Procedure

The Annual Mailed/Telephonic Consumer and Family Satisfaction Survey must be sent to, or conducted with, a representative sample of behavioral health service Recipients with a statistically valid sampling of Members in the adult priority population groups, family members of child and adolescent service Recipients, and special needs populations, as well as a sampling of Members who filed complaints and grievances. The survey of Members receiving drug and alcohol services must be anonymously distributed through service Providers.

4. Frequency of Survey and Reporting Results

A report of the survey findings and resulting recommendations for quality improvement must be submitted to the Department as part of the annual quality management summary report, quality management plan for the upcoming year. The Consumer and Family Satisfaction Mailed/Telephonic Survey will be conducted at least annually

HealthChoices Behavioral Health
Data Reporting Requirements
(Non-Financial)

File/Report Name	Description	Frequency	Data Format Transfer Mode Due Date
Transition Monitoring	Reports on data needed for OMHSAS monitoring of the transition to a new contractor or subcontractor.	Weekly, during start-up or transition to a new BH-MCO. Time-limited.	File transfer via SeGOV data exchange or alternate OMHSAS-specified secure data transfer method. Due by close-of-business on Wednesday following the reporting week.
Quarterly Monitoring	Reports on data needed for on-going monitoring of the HealthChoices Behavioral Health contract.	Quarterly	File transfer via SeGOV data exchange or alternate OMHSAS-specified secure data transfer method. Due 45 days after the end of the reporting quarter.
837 Transactions	Reports each time a consumer has an encounter with a provider. Format/data based on HIPAA compliant 837 format.	Monthly (or more frequently, as scheduled by submitter)	File transfer via SeGOV data exchange. Each encounter record must be HIPAA Compliant and submitted and approved in PROMISe™ (i.e., pass PROMISe™ edits) within 90 days following the date that the BH-MCO paid/adjudicated the provider's claim or encounter.
Alternative Payment Arrangement (APA) reporting	Reports any payment arrangement with a provider other than Fee For Service.	Monthly	File transfer via SeGOV data exchange or alternate OMHSAS-specified secure data transfer method. Due 30 days after the end of a payment cycle.
Complaints, Grievances and Fair Hearings	Reports aggregate data on complaints, grievances, fair hearings and resolutions. Also includes detail records on grievances.	Monthly	File transfer via SeGOV data exchange or alternate OMHSAS-specified secure data transfer method. Due 30 days after the end of the reporting month.

Pennsylvania Insurance Department Bureau of Managed Care (BMC) Annual and Quarterly Reporting	Reports the BH-MCO's activities annually in the format required by BMC. Reports the BH-MCO's activities quarterly in the format required by BMC.	Quarterly and Annual	Annual report is due on or before April 30. Quarterly report is due within 45 days following the close of the preceding calendar quarter. All reports are to be submitted via SharePoint link provided by BMC.

HealthChoices Behavioral Health
Data Reporting Requirements
(Non-Financial)

File/Report Name	Description	Frequency	Data Format Transfer Mode Due Date
MCO Provider File (PRV640M)	Reports all providers within the network.	Monthly	File transfer via SeGOV data exchange. Due by the second Monday of the month.
Monthly IBHS Services Report	Report tracks Behavioral Health Technician (BHT) hours and recipients authorized and BHT hours and recipients paid.	Monthly	File transfer via SeGOV data exchange or alternate OMHSAS-specified secure data transfer method. Due 4 months after the authorization month.
Denial Log	Reports each time a requested service was denied, as well as any alternatives approved.	Monthly	File transfer via SeGOV data exchange or alternate OMHSAS-specified secure data transfer method. Due 15 days after end of reporting month.

* Does not cover financial reporting requirements. The file specifications, formats, data elements and reporting requirements are subject to change by the Department.

* Please contact ra-pwomhsas837issues@pa.gov for questions or additional information regarding Encounter Data reporting.

HealthChoices Behavioral Health Program
Requirements for County Reinvestment Plans

Primary Contractors in the HealthChoices program, including those behavioral health managed care organizations (BH-MCOs) under direct contract with the Department of Human Services (DHS), are allowed to retain Capitation revenues and investment income that was not expended during the Agreement period to reinvest in programs and services in their County. These funds, called Reinvestment Funds, must be spent in accordance with a DHS, Office of Mental Health and Substance Abuse Services (OMHSAS) approved reinvestment plan.

Reinvestment Funds provide a unique opportunity for a financial incentive to reward sound financial management practices and allow the creative use of funds to fill identified gaps in the service system, test new innovative treatment approaches, address social determinants of health and develop cost-effective alternatives to traditional services that may create cost offsets for State Plan Services. Reinvestment is one mechanism used to achieve the Commonwealth's expectation for the continuous quality improvement of a comprehensive treatment system that not only supports recovery for persons with mental health issues, including drug and/or alcohol treatment needs, but for the family support structure as well. This document refers to both the reinvestment plan and reinvestment plan priorities.

This document describes the required planning process, allowable expenditures, financial reporting, and the approval process for Primary Contractors to use Reinvestment Funds. The term "plan" refers to the entire reinvestment submission for the Agreement year. The "reinvestment plan priorities" are the individually named projects that are numbered in priority order and submitted with a program description. Further details related to these requirements are found in the following documents: HealthChoices Behavioral Health Program Standards & Requirements (PSR), the HealthChoices Behavioral Health Agreement, and the Financial Reporting Requirements – HealthChoices Behavioral Health Program.

A. Planning for Reinvestment Funds

Involvement of Stakeholders

1. The planning process must include and document the involvement of members of the BH-MCO who have received or are currently receiving services, families (including families of children and adolescents), persons in recovery, MH/ID and Single County Authorities (SCA), and as appropriate, County Commissioners and local legislators.
2. In order for stakeholders to provide informed feedback about options for Reinvestment Funds, the County and BH-MCO should present the results of data analysis performed to document utilization trends, unmet needs, populations served, outcomes achieved by the HealthChoices program to date, etc. as part of

the planning process in the development of the reinvestment plan.Stakeholders must be involved at all stages of the planning and decision-making process. Evidence of their involvement and feedback must be summarized as part of the plan submission.

3. Counties must document the planning process used at the local level to discuss behavioral health service needs.
4. Preliminary reinvestment plans should be discussed with the OMHSAS Field Office for input regarding planned use of funds prior to submission.

Timeframes for Submission and Approval

1. The timeframes for submission and approval are provided as approximate dates. The dates provided are the outside dates for when submission is required. Primary Contractors may submit plans prior to the completion of the audit using estimates of the Reinvestment Funds available. Submission timeframes are calculated from the beginning and ending dates of the annual Agreement. Dates for review and approval may vary depending on any additional information or clarification needed. The review process is summarized below, and detailed steps are provided in Attachment 1.
2. Reinvestment Funds are determined annually based on the agreement year. Reinvestment plans may be submitted for funds available in the previous agreement year or unspent funds from prior agreement year.
3. Draft plans are submitted to the OMHSAS Field Office for review and comment once the amount of Reinvestment Funds are identified and confirmed by OMHSAS. This should be no later than the first day of the ninth (9^{th}) month after the end of the Agreement year.
4. The OMHSAS Field Office provides written feedback to the Primary Contractor.
5. Final reinvestment plans are to be submitted within thirty (30) days of receiving OMHSAS feedback.
6. The Service System Review Committee (SSRC) reviews and approves final reinvestment plans. If there are questions, the questions are provided to the Primary Contractor. Once the Primary Contractor satisfactorily responds to the questions by providing the requested additional information and/or submitting a revised plan, written approval will be provided.
7. The Primary Contractor cannot begin implementing the approved reinvestment plan until written notification is received that the plan is approved and the funds to support the plan have been deposited into a restricted account as required (within thirty (30) days of plan approval).
8. If in a subsequent year, Reinvestment Funds are intended to be used to continue funding for a previously approved reinvestment plan priority, the Primary Contractor must submit the previously approved plan with updated financial information related to the request for continuation funding. There should be evidence that stakeholders continue to support the plan priority and evidence of the benefit from implementing the priority. OMHSAS will expedite the review of the plan.
9. When additional funds are identified, plans must be submitted no later than

twelve (12) months from the date additional Reinvestment Funds are identified. The new plans will be reviewed at the time they are received following the same process described above. Exceeding this timeframe for submission may result in the DHS recovery of these funds.

B. Identification of Reinvestment Funds

1. Primary Contractors confirm the amount of Reinvestment Funds available with OMHSAS. Written confirmation should be received, by the middle of the (8th) month after the end of the Agreement year, in order to meet the above timeframes. Once the available funds are confirmed, then the draft reinvestment plans may be submitted. The amount of reinvestment money available is subject to change based on future reconciliation.
2. For reinvestment purposes only, adjustments made to prior year available funds two (2) years after submission of the Agreement audit will be applied to the most recent audited Agreement year.
3. A reinvestment plan must be submitted for approval within twelve (12) months of the time additional funds are identified for reinvestment.

C. Guidance on the Use of Reinvestment Funds

Allowable Uses for Reinvestment Funds

1. Start-up costs for State Plan Services for capacity building, including provider assistance. Any unmet service access standards should be considered for reinvestment funds as a priority. Any billable State Plan Services must be submitted to the BH-MCO for payment during the start-up of the service.
2. Development and/or purchase of Medical Assistance (MA) eligible in lieu of or in addition to services.
3. Behavioral health supports that are not MA eligible (non-medical) such as purchase or renovation of a facility, employment supports, housing development, or rental subsidies or other services or items that improve social determinants of health.
4. To mitigate the negative impacts on social determinants of health including in the areas of housing, employment, and food security. Other areas may be identified and included in reinvestment plans as well.
5. Training and consultation that is required to implement a new service or support for MA eligible individuals.
6. Expenditures must be consistent with the conditions of the Center for Medicare and Medicaid Services (CMS) waiver, the HealthChoices PSR and Agreement.

Reinvestment Funds Cannot be used for:

1. Incentives payment to a BH-MCO.
2. Payment of State Plan Services.
3. Administrative costs such as medical management, quality management activities, outcome studies, etc.

4. Training not connected to the development of a specific service or program (see Allowable Expenditures for Training) detailed below.
5. Transportation costs that are available under the Medical Assistance Transportation Program (MATP).
6. Services targeted primarily for non-Medical Assistance (MA) eligible persons or to the community at large.
7. Expenditures that do not comply with the Review and Approval Guidelines for Reinvestment Plans that Provide for Costs for Facility or Real Estate Purchase, Renovation or Purchase of Fixed Assets (Attachment 5).

Allowable Expenditures for Training

Training is an important component of any new service. In developing a budget as part of a reinvestment plan, the training component should be identified in the overall budget of the service. The training must be tied to a new service and not a stand-alone budget item. For example, if the Primary Contractor has determined that there is a need for a Mental Illness Substance Abuse (MISA) program, Reinvestment Funds could be allocated to cover the costs of training for the implementation of this program. However, if the Primary Contractor decided that they would like to train all County staff in MISA "best practice," the Primary Contractor would need to use administrative dollars to fund this training since it is not tied to a specific program developed to provide services targeted for MA eligible consumers.

Allowable Expenditures for Purchase, Renovation and Fixed Assets

1. The reinvestment plan must address additional information specified in the Review and Approval Guidelines for Reinvestment Plans that Provide for Costs for Facility or Real Estate Purchase, Renovation or Purchase of Fixed Assets (Attachment 5) when a plan priority includes these Non-Medical services or supports. These guidelines specify the additional information that must be included in the reinvestment plan priority submitted and in the agreement entered into between the Primary Contractor and Subcontractor. These include:

    A. Additional areas that must be addressed in the reinvestment plan description regarding ownership, analysis of the need for Non-Medical Services, availability of an on-going revenue source, etc.

    B. A detailed budget of the costs associated with purchase of a facility or property, renovation, fixed assets, personnel, operating expenses, etc. must be submitted following the guidelines in Attachment 5.

    C. The Primary Contractor/Provider Agreement should ensure that if the property is sold that any proceeds from the sale would be returned to the Primary Contractor. In this case a new reinvestment plan for these funds must be submitted within twelve (12) months or the funds will be considered Discretionary Funds which must be returned to the Department.

D. Costs for Non-Medical Services are not considered in the HealthChoices rate setting process and DHS has no obligation to continue to fund priorities that were approved as one-time expenditures for the purchase or renovation of a facility.

D. OMHSAS Plan Parameters

Format for Submission of Reinvestment Plans

1. The reinvestment plan must be submitted in accordance with OMHSAS established parameters.
2. A standardized format for submission of both the draft and final reinvestment plan is provided in Attachment 3. **Each reinvestment plan priority for the Agreement year must be numbered in priority order and must be submitted on a separate form using this format.** The same priority number based on the Agreement year must always be used on all reports to facilitate tracking. One (1) set of budget forms must be submitted listing each reinvestment plan by priority number (Attachment 4).
3. The reinvestment plan title is to include the Primary Contractor's name and agreement year from which the funds are identified as available for reinvestment.
4. The reinvestment plan priority format identifies the: Primary Contractor; the date of submission; the type of service to be funded (State Plan-start-up, In Lieu Of, In Addition To, or Non-Medical Only); indicate if it is a new, continuation, or amended plan and indicate the numeric priority assignment of the reinvestment plan.
5. Reinvestment plan priorities can include expenditures up to five (5) years, subject to SSRC approval, with the exception of State Plan Start-up which should be completed within six (6) months, up to a maximum of one (1) year.
6. Each reinvestment plan priority must state the Agreement years in which Reinvestment Funds will be spent. Primary Contractors should include realistic dates for expenditure to avoid having to request an extension.
7. When determining the Agreement year in which the reinvestment plan priority funds will be spent, the Primary Contractor should consider the time it will take to accomplish the plan priority and the date of OMHSAS approval. If the time to approve the plan priority was delayed, the final date for spending may need to be adjusted.
8. Expenditures for a reinvestment plan priority cannot be incurred until the effective date of the OMHSAS approval letter.
9. OMHSAS reserves the right to request additional information, if necessary, in order to approve a reinvestment plan priority.

Target Population

1. The reinvestment plan must identify that it is targeted for the unmet or under-met needs of mental health and drug and alcohol MA eligible individuals.
2. The reinvestment plan must describe in detail the population that is targeted for

the reinvestment plan priority (e.g. adults with serious mental illness, adolescents with drug and alcohol treatment needs, etc.). It must also include an estimate of the number of persons that will be served by the reinvestment plan priority.

3. It is understood that some non-MA eligible consumers may receive services in a program established to target MA eligible members. DHS assures that the federal funds flowing to the counties under the HC BH Agreement will be used to provide services that primarily benefit MA beneficiaries..

Description of Program or Service

1. Reinvestment plans must include a detailed narrative description of each program or service that is consistent with and supports the definition of the service as being either State Plan start-up, Services in lieu of, in addition to or Non-Medical Only.
2. Describe the program or service to be funded by the reinvestment plan priority and why this service or approach is expected to improve the health outcomes for the persons targeted. Evidenced Based Practice Models should be considered for inclusion in a reinvestment plan.
3. If a Primary Contractor is requesting the approval of a new MA eligible in lieu of service, identify the service or services that are expected to generate cost offsets once the in lieu of service is available.

Description of Fund Expenditures

1. Provide a brief summary of what the reinvestment plan priority will fund.
2. Each reinvestment plan priority must contain a description of the major budgeted items (personnel, equipment, operational costs, etc.) and the cost associated with each item. The qualifications of both training and experience for staff and a break out of each position being funded should be included in the plan.
3. If the reinvestment plan priority is funding start-up costs for a State Plan Service, list the specific start-up costs expenditures that will be funded, and the length of time start-up costs will be required e.g. six months, with a maximum of one year, of staff salaries, staff training, etc. Include an offset for estimated billable services.
4. Identify how the reinvestment plan priority will be financed for continuation once Reinvestment Funds have been expended. Sustainability must be discussed, including funding options that will be considered in the future and a description of how the services will continue. If servicers will not be continued, include an explanation for why the services will end.
5. Reinvestment plan priorities with requests for Non-Medical facility, land or property purchase and/or fixed asset expenditures require submission of the specific information outlined in Review and Approval Guidelines for Reinvestment Plans that Provide for Costs for Facility or Real Estate Purchase, Renovation or Purchase of Fixed Assets (Attachment 5).

Data Analysis Supporting Request

1. Include a summary of the data analysis that supports why the target population

has been chosen and why the specific service has been chosen for Reinvestment Funds. Identify the number of HC members in the target population.

2. Identify the outcomes to be achieved by the service and the data to be collected to measure the outcomes.
3. For continuation or expansion requests, the outcome data and any findings need to be included with the submission, as well as any updates or changes to the services being implemented.

Description of Stakeholder Involvement in Decision Making

1. Requests must summarize stakeholder involvement in the planning and decision- making process for each request.
2. It is expected that stakeholders will be provided information about the outcomes achieved by the HealthChoices program to date. This might include the current strengths and opportunities for improvement as seen by the County and BH-MCO. Such information will allow stakeholders to provide informed feedback about priorities for Reinvestment Funds**.**

Reinvestment Budget Forms

1. Four (4) budget forms must be submitted which break out costs based on eligibility category for HealthChoices recipients, MA recipients, Non-MA recipients and total expenditures. One set of budget forms is to be completed, listing each reinvestment plan priority submitted (Attachment 4).
2. Primary Contractors should use their best estimates to determine the number of clients in each of these three (3) categories. It is understood that members move in and out of eligibility categories.

E. Financial Requirements for Reinvestment Funds

1. Primary Contractors must place Reinvestment Funds in a separate restricted account. Bank statements for the account must be submitted monthly. Bank statements are to be reconciled monthly.
2. Reinvestment Funds can be deposited when identified but must be placed in a restricted account within **thirty (**30) days of the OMHSAS written approval of the reinvestment plan(s).
3. Report #12 Reinvestment Report is the format used for the monthly report as outlined in the Financial Reporting Requirements-HealthChoices Behavioral Health Program document (Attachment 6, updated annually).
4. Report #12 must be prepared on a cash-basis (report deposits and payments in the month in which they occur). No accruals for services should be reflected in this report.
5. A separate report is required for HealthChoices recipients and for Other, non-HealthChoices or non-identifiable recipients.
6. Expenses are to be reported for HealthChoices recipients and for Other, non-HealthChoices or non-identifiable recipients. If it is not possible to report expenses for HealthChoices recipients and for Other, non-HealthChoices or

non-identifiable recipients and the expenses must be allocated an allocation methodology must be submitted to DHS for approval.

7. If Reinvestment Funds from more than one (1) Agreement year are being utilized, a separate set of reports must be filled out for each Agreement year's Reinvestment Funds.
8. Interest earned from the reinvestment account must be reported on Report #12. Expenditures of interest earned must be consistent with an approved plan.
9. Funds must be withdrawn from the reinvestment account in accordance with a plan approved by OMHSAS. No funds can be distributed, or expenditures incurred, prior to the date of the OMHSAS approval letter.
10. Primary Contractors must return any unexpended Reinvestment Funds to DHS within six (6) months of the date by which funds were approved to be spent, unless the timeframe for expenditure of these funds was extended by OMHSAS. After that time, unexpended Reinvestment Funds must be returned to DHS.
11. In the event the Agreement with the Department ends and is not renewed, all funds, except for those in DHS approved reinvestment plans, or Reinvestment Funds in a plan submitted to DHS but which DHS has not taken a positive or negative action, remaining in the Primary Contractor's Special Revenue Fund or Enterprise Fund, or held by any Subcontractor, inclusive of Risk and Contingency Funds, not expended for the HC BH transaction, must be returned to the Department within fourteen (14) months from the expiration of the Agreement. Funds identified in a reinvestment plan submitted to DHS, but on which DHS has not taken a positive or negative action, are not considered Discretionary Funds.

F. Modifications to Approved Reinvestment Plans

1. Proposed changes or modifications to an approved reinvestment plan priority must be submitted in writing. Written confirmation of approval of a change will be issued by OMHSAS within the approval timelines described below.
2. Changes may include a request to: extend the timeframe for expenditure of funds, revise the approved program, withdraw an approved plan and propose a new plan for use of the funds, or change the amount of expenditure when approval of such a change is required.
3. A request for an extension of an approved reinvestment plan (numbered by priority) must be received forty-five (45) days prior to the end of the final agreement expenditure year stated on the OMHSAS reinvestment approval letter and must indicate the reason for the extension. OMHSAS will provide a written response to a request for extension. Failure to meet this 45-day requirement may result in DHS's recovery of the Reinvestment Funds.
4. If program or service plan modifications are requested after a reinvestment plan priority has been approved by OMHSAS, the Primary Contractor must use the same format (Attachment 3) to submit a request for change. Stakeholder involvement, and documentation of such, must occur if a new reinvestment plan priority is being proposed to substitute for a previously approved priority.
5. Any revisions to the amount approved for an individual reinvestment plan priority which is the greater of twenty-five percent (25%) or $50,000 for the priority being

revised, must be approved by OMHSAS in advance. Examples include:

a. A plan has been approved for $100,000. The Primary Contractor wishes to decrease the plan by $40,000. This change could be made without approval since the greater of 25% or $50,000 has not been exceeded, or;
b. A plan is approved for $1M. The county wishes to increase the plan by $300,000. This change would have to be approved since the change is the greater than 25% (25% equals $250,000).

6. The Reinvestment Report-Budget forms (Attachment 4) will be used to track approved changes for expenditures and reinvestment plan priorities from an agreement year.

G. Annual Report on HealthChoices Reinvestment Plans

1. Submission of an Annual Report on HealthChoices Reinvestment Plans for approved reinvestment plans from the previous agreement year and those plan priorities that continue to be funded with reinvestment dollars is required. The annual report of Reinvestment Funds is to include a program summary for each reinvestment plan priority that continues to be funded with reinvestment dollars.
2. The Annual Report on HealthChoices Reinvestment Plans is due on the last day of the thirteenth (13^{th}) month from the end of the agreement year. The required format for submission is attached (Attachment 7). An updated budget is required to be submitted annually.
3. OMHSAS provides a summary of all approved reinvestment plans to stakeholders. The summary is published in the OMHSAS HealthChoices Behavioral Health Program Annual Report.
4. A summary of the Annual Report on HealthChoices Reinvestment Plans is also distributed to stakeholders.

Step #	Responsible Entity	Step Description	Due Date
1	Contractor	HealthChoices Contract Audit Completed	May 15
2	Contractor	Identifies amount of reinvestment funds available	August 15
3	Contractor	Confirm with OMHSAS amount of reinvestment funds available. Submit draft reinvestment plans to OMHSAS Field Office.	September 1
4	OMHSAS Field Office	Provide feedback to Contractor on draft plans	
5	Contractor	Submit final reinvestment plans to OMHSAS Field Office	30 days after receiving OMHSAS feedback on draft plan
6	OMHSAS/BPPD	Distribute plans to DHS Reinvestment Review Team	
7	DHS Reinvestment Review Team	Identifies any additional information needed **or** approves if no additional information is required	
8	OMHSAS Field Office	Provides feedback on final plans	
9	OMHSAS Field Office	Prepares summary of responses received. Prepares draft approval letter.	
10	OMHSAS	Sends final approval letter to Primary Contractor	
11	Contractor	Implementation begins after approval letter is received and funds have been deposited	
12	Contractor	Annual Report on HC Reinvestment Plan for approved plan	January 31

Example

Date
County MH/ID Administrator Dear

Administrator:

The _____County HealthChoices reinvestment plan for funds generated during calendar year _____has been approved. Acceptance of the following initiatives is confirmed.

Type of Service	**Budget Amount**	**In-Plan-Start-up, In Lieu Of, In Addition To Or Non-Medical**	**Agreement Expenditure Year(s)**
Priority 1 Continuation of Funding for Community Treatment Teams	$600,000	In Lieu Of	2002 – 2003
Priority 2 Psychiatric Rehabilitation Services	$400,000	In Lieu Of**	2002 – 2003

HealthChoices reinvestment funds need to be kept in a separate, restricted bank account and statements for the account must be submitted to the Department each month. Funds must be deposited no later than 30 days after the date of this approval. Also, an annual report on the use of reinvestment funds during _____will be due on ___.

[Note: Plans that contain Bricks and Mortar will be annotated with two asterisks and will include the following statement: "**The County reinvestment plan submission is in compliance with the DHS requirements as stated in the Review and Approval Guidelines for Reinvestment Plans that Provide Costs for Facility or Real Estate Purchase, Renovation or Purchase of Fixed Assets. The HealthChoices reinvestment funds are one-time only funds and start-up costs of these services are not considered in the HealthChoices rate setting process. The Department of Human Services has no obligation to continue to fund services approved for this reinvestment plan."]

Reinvestment plans should be implemented in accordance with the approved timeframes. Any delay in implementing the plan should be communicated to OMHSAS. The monitoring of HealthChoices reinvestment funds will be discussed during monthly HealthChoices monitoring meetings. However, if you have questions or concerns that require immediate attention, please be in contact with your Monitoring Team leader or Community Program Manager.

Sincerely,

Director

HEALTHCHOICES REINVESTMENT PLAN PRIORITY

County_____

Reinvestment Plan from agreement year_____ Date of Submission_____

Name of Service_____

New Plan_____ Continuation Plan_____ Amended Plan _____

Reinvestment Service or Program – (check all categories that apply)

In-Plan Start-up _ TOTAL Reinvestment $ Requested:	**Non-Medical Only** _ TOTAL Reinvestment $ Requested:
_____ **In Lieu Of** ___ _____ Approved Procedure Code Newly Proposed _____ Budget a. Clinical/Operating $ _____ Budget b. One-time costs $ _____ TOTAL Reinvestment $ Requested:	_____ **In Addition To** _____ Budget a. Clinical/Operating $ Budget b. One-time costs _____ TOTAL Reinvestment $ Requested: _____

Priority _ **of** _ **submitted** **Year(s) in which funds are to be spent**

Target Population: (MA eligible target population, population characteristics, number people served annually)

Description of Program or Service: (Describe program, for: In-Plan start up- under one year. Indicate service is to be licensed; In Lieu Of- why service is a cost effective alternative, staffing FTEs/qualifications; Children's Services requires IBHS program exception application; In Addition To – why expected to be cost effective or appropriate but not cost effective, staffing FTEs/qualifications; and Non-Medical Only- used when all costs are non-medical)

Description of Fund Expenditures: (Narrative identifying major budgeted items for clinical and operating expenses and total costs. Identify on-going funding source for program/services. Provide Attachment 5 information as applicable).

Clinical Costs* – Narrative and major budgeted items, includes personnel and benefits

Operating Costs** – Narrative and major budgeted items, includes operating costs incurred during the course of normal business, rent, travel, telephone, office supplies, etc.

Facility or Land Purchase or Renovation**:** (Attachment 5: Summarize what is being purchased/ renovated and ownership arrangement including who owns title. Indicate agreement for disposal of assets upon sale.)

Fixed Assets: (Identify fixed assets to be purchased - vehicles, computers, furniture, equipment, etc. Indicate County Code for purchasing will be followed for items requiring competitive bid. See Attachment 5, if applicable.)

Data Analysis and Expected Outcomes: (Identify number of HC members in target population, describe unmet or under-met needs, what is expected to be achieved by the service and data to be collected to measure outcomes. For In Lieu Of services, identify the service from which cost offsets will be achieved.)

Stakeholder Involvement in Decision Making: (Stakeholder participation summarized and demonstrated support)

Instructions for Completing the Reinvestment Budget Form (Initial Budget Submission and Revisions):

The HealthChoices reinvestment plan must include a budget form. It is understood that adjustments to IBNRs, interest, and other items may impact the amounts available. Changes to the amount available and the corresponding budget should be handled as follows:

The **initial budget submission** should be included with the reinvestment plan and should reflect the exact amounts specified in the reinvestment plan. These amounts should be shown in the "Initial/Previous Budget" column.

Subsequent to the initial budget submission, **revisions** to the budget must be submitted as follows:

- An updated budget **must** be submitted with the annual reinvestment update.
- If a change is being proposed to any item within the budget, approval must be given by OMHSAS for the change if it is greater than 25% of the current priority amount or $50,000, whichever is higher. The request for approval must include a revised budget reflecting the proposed changes.
- Any changes due to IBNR adjustments or interest earned since the last budget was submitted should be reflected in the "Revision Amount" column.

Anytime revisions to the budget are being submitted, the most recent budget amounts should be reflected in the "Initial/Previous Budget" column.

When reporting actual reinvestment expenditures on Financial Report #12, the budget amounts should reflect the most recent budget amounts submitted.

County – The County HealthChoices Behavioral Health program for which the reinvestment budget is being submitted.

Date – The date the budget form is being prepared.

Reinvestment Funds from – The agreement year that the reinvestment funds are applicable to.

Category of Eligibility – There are four separate forms:

HealthChoices Recipients – provide amounts that will be targeted to individuals who are enrolled in the HealthChoices Behavioral Health program.

MA Recipients – provide amounts that will be targeted to individuals who are eligible for medical assistance benefits but NOT enrolled in the HealthChoices Behavioral Health program.

Non-MA Recipients – provide amounts that will be targeted to individuals who are not eligible for medical assistance benefits.

Total – provide totals for amounts provided on individual forms.

Allocations/Contributions – Indicate the amount anticipated to be available.

Investment/Interest Income – Indicate an estimate of any interest to be earned over the course of the reinvestment spending period. This line item cannot be $0; an estimate **must** be provided.

Total Available – Add Allocations/Contributions and Investment/Interest Income.

Reinvestment Services (Identify) – List each reinvestment plan item, along with the specific budget amount. Please use the same description and amount used in the reinvestment plan.

Total Reinvestment Services – Sum of the individual reinvestment services.

Remaining Balance – Allocations/Contributions plus Investment/Interest Income minus Total Reinvestment Services.

Reinvestment Funds from_____

(Agreement Year)

Category of Eligibility - ___HealthChoices Recipients

Reinvestment Account	Initial/Previous Budget	Revision Amount*	Revised Budget
Allocations/contributions			
Investment/interest income			
TOTAL AVAILABLE			
Less: Approved distributions for:			
Reinvestment Services (Identify)			
TOTAL REINVESTMENT SERVICES			
REMAINING BALANCE			

*Revisions to any item that represent a change of >25% or $50,000 require approval from OMHSAS. An explanation **must** be provided for all budget revisions, regardless of the amount.

Reinvestment Funds from_____
(AgreementYear)

Category of Eligibility - MA Recipients

Reinvestment Account	Initial/Previous Budget	Revision Amount*	Revised Budget
Allocations/contributions			
Investment/interest income			
TOTAL AVAILABLE			
Less: Approved distributions for:			
Reinvestment Services (Identify)			
TOTAL REINVESTMENT SERVICES			
REMAINING BALANCE			

*Revisions to any item that represent a change of >25% or $50,000 require approval from OMHSAS. An explanation **must** be provided for all budget revisions, regardless of the amount.

Reinvestment Funds from_____
(Agreement Year)

Category of Eligibility -____Non-MA Recipients

Reinvestment Account	Initial/Previous Budget	Revision Amcunt*	Revised Budget
Allocations/contributions			
Investment/interest income			
TOTAL AVAILABLE			
Less: Approved distributions for:			
Reinvestment Services (Identify)			
TOTAL REINVESTMENT SERVICES			
REMAINING BALANCE			

*Revisions to any item that represent a change of >25% or $50,000 require approval from OMHSAS. An explanation **must** be provided for all budget revisions, regardless of the amount.

Reinvestment Funds from_____
(Agreement Year)

Category of Eligibility - Total

Reinvestment Account	Initial/Previous Budget	Revision Amount*	Revised Budget
Allocations/contributions			
Investment/interest income			
TOTAL AVAILABLE			
Less: Approved distributions for:			
Reinvestment Services (Identify)			
TOTAL REINVESTMENT SERVICES			
REMAINING BALANCE			

*Revisions to any item that represent a change of >25% or $50,000 require approval from OMHSAS. An explanation **must** be provided for all budget revisions, regardless of the amount.

Review and Approval Guidelines for Reinvestment Plans that Provide for Costs for Facility or Real Estate Purchase, Renovation or Purchase of Fixed Assets

All reinvestment plan priorities containing costs for facility or real estate purchase, renovation, housing development, vehicle acquisition, and/or purchase of fixed assets must adhere to these Reinvestment Plan Guidelines and applicable provisions of the local County Code.

Reinvestment Plan Submission:

Conditions that apply to reinvestment plan priorities that contain costs for facility or real estate purchase, renovation, housing development, vehicle acquisition, and or purchase of fixed assets are:

1. Primary purpose of the reinvestment plan priority must be to serve MA eligible individuals with mental health and/or drug and alcohol treatment service needs.

2. The reinvestment plan priorities must contain a statement of the rationale for the development of the program and related capital costs.

3. The reinvestment plan priority must explain the financial strategy for acquiring the property, facility or vehicle and why that method is cost effective. Identify whether the facility or vehicle will be purchased or leased or if facility costs be built into the service rate.

   Each Primary Contractor will describe the housing capital development strategy and why acquisition by a housing organization is cost effective from a housing finance perspective. The housing development strategy shall also specify the following: amount of reinvestment resources budgeted, types of rental housing (e.g. new construction or rehabilitation), and plan to administer the housing development funds.

4. The reinvestment plan priority must summarize the ownership arrangement between the Primary Contractor and provider and specify the party that holds title to fixed assets. Identify related parties when there is common ownership. Provide a detailed data analysis supporting the request as part of the reinvestment plan. The data analysis must support the need for the project proposed. The analysis should include, for example, analysis of the provider network demonstrating a gap in service, rationale for cost effectiveness of the purchase, description of underserved target population to be served, etc.

5. The Primary Contractor may enter an agreement to provide capital resources with a qualified housing organization in exchange for the set-aside of specific number of rental units for MA eligible consumers protected by a long term use restriction. The ownership arrangement for any capital development for supportive housing should identify the property to be acquired or replaced, number of set-aside units within the overall development that the county will have priority access over a specified period of time, how consumer access will be assured, the affordability of the rents to be paid by the MA eligible consumer, how the Primary Contractor will be reimbursed or be assured that the use restriction for these set-aside units remains in place in the event the property goes into foreclosure or the owner violates the terms of the agreement or the use restriction. Rental subsidies assigned to these set-aside rental units to ensure affordability for a specified period of time can be considered in exchange for investment based on a financial analysis that the exchange is of like or greater value.

6. The reinvestment plan priority must include a budget in sufficient detail to demonstrate how the amount identified in the reinvestment plan priority request was determined. This should include budgeted items (e.g. personnel, equipment, operating costs, transportation, repairs, etc.) and associated costs as well as any pertinent assumptions.

7. The reinvestment plan priority must contain information about the source of operating funds for the continuation of the program or service after one-time reinvestment plan funds are expended.

   For housing development plans, identify the number of units that will be available for a specified period of time. If the Primary Contractor intends to retain a housing agency to administer the housing development funds on their behalf, the reinvestment plan must include detailed information on the Primary Contractor's selection process, the selection criteria to be used, the administrator's duties/responsibilities, and the expected administrative fee to be paid to the administrator.

8. Purchase of vehicles is not permitted for transportation to MA services of MA eligible members otherwise served by the Medical Assistance Transportation Program (MATP).

Primary Contractor-Provider Reinvestment Plan Agreement:

Any agreement entered into between the Primary Contractor and a provider for the purpose of implementing a reinvestment plan priority, which contains costs for facility or real estate purchase, renovation, vehicle acquisition, and/or purchase of fixed assets, must:

1. Be reduced to writing

2. Be targeted to Medical Assistance eligible individuals with mental health and/or drug and alcohol service needs. For a housing development strategy Medical Assistance eligible individuals must be included as a priority population for housing services.

3. Assure that the acquisition or renovation is likely to be used in the HC program for at least five years and be subject to specified disposition requirements.

4. Identify any related parties and the relationship of the related parties regarding the accomplishment of the reinvestment plan.

5. Specify ownership rights, use of the facility, and the process for disposition of fixed assets in the event a sale should occur.

   For housing development funds, the funds must be secured by legally binding documents that are in acceptable forms. Such forms include but are not limited to: mortgage, promissory note, loan agreement and restrictive covenant.

   These legally binding housing documents will address how the restriction of use will be passed on to the future owner in the event of property transfer as well as how the Primary Contractor will be reimbursed or be assured the use restriction for the set- aside units will stay in place in the event the property goes into foreclosure or the owner violates the terms of the agreement or the use restriction.

6. In the event of a sale, proceeds from the sale are to be returned to the Primary Contractor HealthChoices program for reinvestment in programs or services for MA eligible members. This provision is not applicable to housing development plans.

7. Specify the accounting method to be used in expensing, depreciating or amortizing costs. This provision is not applicable to housing development plans.

8. Require maintenance, repair and insurance of fixed assets.

   In the case of a facility being purchased for housing, the Primary Contractor should specify the required maintenance and insurance of fixed assets. To ensure a property is maintained, the Primary Contractor or its designee will require or

conduct periodic inspections to ensure compliance with HUD's Housing Quality Standards (HQS). Failure of inspection may trigger foreclosure or other actions as specified by the Primary Contractor. The Primary Contractor should be named on the insurance of fixed assets to order for the County to be notified if coverage ceases and failure to maintain insurance of fixed assets can also trigger foreclosure or other action as specified by the County.

9. Require competitive bidding or written estimates as required by County Code or prudent business practices.

10. Be reviewed and approved by the County Solicitor or other appropriate County official (e.g. MH/MR legal counsel) to ensure compliance with these Reinvestment Plan Guidelines and applicable County Code provisions.

11. Contain a budget that details the costs associated with the facility renovation or purchase of fixed assets as submitted in the County's reinvestment plan priority. This provision is not applicable to housing development plans

12. Report #12 - Reinvestment Report

The purpose of this report is to monitor reinvestment activity. All approved allocations to and distributions from the reinvestment account are to be shown on this report. This report must be prepared on a cash-basis (report deposits and payments in the month in which they occur). No accruals for services should be reflected on this report.

Reinvestment funds can be deposited when identified, but **must** be placed in a restricted account within thirty (30) days of the OMHSAS written approval of the County's reinvestment plan(s).

IMPORTANT NOTE: The services reported on this report should NOT be reported on Report #9. Report #9 should only reflect those medical services being provided under the current year's capitation revenue.

Columns are provided for reporting the number of unduplicated recipients served, current month units of service provided and dollar amount paid for those services, as well as cumulative year to date and contract to date units of service provided and dollar amount paid. A separate report must be provided for each of the following categories of aid:

1. All HealthChoices (all HealthChoices eligible recipients)
2. Other (non-HealthChoices recipients or non-identifiable recipients)
3. Total (total of the two categories above)

A methodology for allocating costs that are not attributable to a specific category of aid must be submitted and approved by DHS prior to implementation.

In addition, if reinvestment funds from more than one agreement year are being utilized, a separate set of reports must be filed for each agreement year's reinvestment funds.

The count of unduplicated recipients should be unduplicated by each individual reinvestment service and should reflect unduplicated recipients on a contract to date basis.

The Prior Period Balance is the reinvestment account balance as of the last day of the prior calendar month for the "Current Period" column; the reinvestment account balance as of the last day of the prior year for the "Year to Date" column; and $0 for the "Contract to Date" column.

Allocations/contributions are funds transferred into the reinvestment account.

Investment Revenue is income generated by the undistributed funds retained in the reinvestment account. Reinvestment revenue represents earnings on prior year funds and should appear on Report #12 only.

Approved Distributions are funds withdrawn from the reinvestment account in accordance with the DHS-approved Reinvestment Plan. A written plan for reinvestment must be submitted to and approved by DHS prior to making any distribution. Administrative costs, such as bank fees, should be reported on a separate line. Any administrative costs reported **must** be disclosed in detail in the footnotes to these reports.

Ending Balance is the reinvestment account balance as of the end of the last day of the calendar month.

The Budgeted Amount column should reflect the amounts and services contained in the DHS-approved reinvestment plan. Budgeted Investment/Interest Income should reflect either estimated interest to be earned on HealthChoices funds deposited in the reinvestment bank account and included in the Budget Forms submitted with your reinvestment plans to DHS for approval or interest earned on funds deposited in the reinvestment bank account and allocated to approved reinvestment plans.

Budgeted Amounts are not required to be allocated by rating group and can be reported only on the Total page. For electronic reporting, Budgeted Amounts may be reported in total as "Other".

The HealthChoices Behavioral Health Program Requirements for County Reinvestment Plans requires that revisions to an individual reinvestment plan priority, which are the greater of twenty-five percent (25%) or $50,000 for the priority being revised, be approved by OMHSAS in advance. Revisions less than the preceding requirements can be made without OMHSAS approval. All revisions to budget amounts made without OMHSAS approval must be included in the footnotes to the reports.

The bank statements for the reinvestment account, as well as the bank reconciliation that reconciles the general ledger to the reinvestment account bank statements, must be submitted with each month's report. The Department reserves the right to request additional documentation.

Reinvestment Report Form

Appendix N
Attachment 6b

Statement as of: _____(Reporting Date)

County: _____(County Name)

Reported By: _____(Reporting Entity)

For: _____(Year of Reinvestment Funds) Rating Group: _____(Rating Group)

Reinvestment Account Activity	Unduplicated Recipients	Current Period Units of Service	Current Period $ Amount	Contract to Date Units of Service Provided	Contract to Date $ Amount	Budget Amount
1. Prior Period Balance						
2. Allocations/contributions						
3. Investment/interest income						
4. SUBTOTAL (Lines 2 & 3)						
5. TOTAL (Lines 1 & 4)						
Less: Approved distributions for Reinvestment Services (identify):						
6. TOTAL						
7. Ending Balance (Line 5 minus Line 6)						

THIS REPORT FORMAT SHOULD BE USED FOR REPORTING MONTHS BEGINNING WITH 1/03.

COUNTY ANNUAL REPORT ON HEALTHCHOICES REINVESTMENT PLANS

COUNTY

Name of Service: _____ In-Plan-Start-up In Lieu Of In Addition To_____ Non-medical Bricks and Mortar____
Description of Program Service:
Progress in Implementing the Program or Service Including Expenditure of Funds:
Impact on Target Population:
Describe how the Program or Service is meeting the goals of HealthChoices (access, quality of life, improved health outcomes, cost effectiveness, etc.)

Note: An updated budget (Attachment 4) must be submitted with this report.

Prepared by: _____ Date:

HealthChoices Behavioral Health
Data Support Files and Resources
for Behavioral Health Managed Care Organizations

ON-LINE INQUIRY ACCESS:

Each Behavioral Health Managed Care Organization (BH-MCO) will be required to connect to the Commonwealth Private IP Network for the purpose of on-line inquiries and file transfers. Specifications and limited technical assistance will be made available through the Department's Business Partner Help Desk. No information made available to the BH-MCO is to be used for any purpose other than supporting their work program under HealthChoices.

OMHSAS will provide hands-on training on the use and interpretation of Inquiry information found on the system.

- Client Information System (eCIS)
  The Department will make available to each BH-MCO access to the Department's eCIS database. This database provides eligibility history and demographic information to support the BH-MCO in meeting their obligations.

- Provider Database System
  Each BH-MCO has access to provider base information, including provider number, location, enrollment status, provider type and specialty.

- Reference Transactions System
  This system allows BH-MCO inquiry into drug, procedure code and diagnosis code information.

ELIGIBILITY VERIFICATION:

The Department provides the BH-MCO with an option for verifying Medical Assistance and HealthChoices eligibility, other than eCIS inquiry.

- Eligibility Verification System (EVS)
  Each BH-MCO will be provided access to the Department's EVS. Telephone, Personal computer and Point of Sale device methods can be used to access the system. EVS can be used to verify Medical Assistance Eligibility, PH-MCO and BH-MCO coverage, primary care practitioner, TPL resources and other information.

DATA SUPPORT FILE TRANSMISSIONS:

The Department provides the BH-MCO with many data files for use in managing their program. These files are critical to the effective management of the program. Additional files, other than those listed as follows, may be made available by the Department as business needs evolve. The Department will transfer files via SeGOV. The file formats are subject to change by the Department and by HIPAA mandates.

HealthChoices Behavioral Health
Data Support Files and Resources
for Behavioral Health Managed Care Organizations

Capitation Payment/Reimbursement Files:

File Description	File Name	Purpose	Frequency	From	To
820 Capitation	PMMRCCSS.MM.zip (P=constant; MM=Plan Code; R=Capitation; CC=Financial Cycle Number; SS=Sequence number	File of actual recipients paid for by DHS.	Monthly; Sent by the 5th of the month	PROMISe™	BH-MCOs
MCO Payment Summary File	MPSMYJJJ.MM.zip (MPSM=Constant; YJJJ=Last Digit Year Julian Year; MM=Plan Code)	Summary file of capitation payments by county group rate cell and date of service up to 36 months.	Monthly; Sent by the end of the 2nd week of the month	PROMIS*e*™	BH-MCOs

Data Files:

File Description	File Name	Purpose	Frequency	From	To
Service History Files are four (4) separate text files containing Inpatient Data, Revenue Code Data, Pharmacy Data, and Medical Data	XXinp_MMDDYY.txt XXrev_MMDDYY.txt XXmed_MMDDYY.txt XXpha_MMDDYY.txt **XX** = the two-character BH-MCO plan code **Inp** = inpatient **rev** = revenue code file **med** = medical **pha** = pharmacy **MM** = Month of file creation **DD** = Day of file creation **YY** = Year of file creation **.txt** = file extension indicating ASCII text file.	Provide service history data through FFS claims and BH, PH, and CHC encounters.	Weekly	DHS	BH-MCOs

HealthChoices Behavioral Health
Data Support Files and Resources
for Behavioral Health Managed Care Organizations

Eligibility Files / eCIS-Related Files:

File Description	File Name	Purpose	Frequency	From	To
ARM568 Report	ARM568R06_Cash_Medical_Statistical_Analysis_Report_MMDDYYY.xlsx (ARM568R06_Cash_Medical_Statistical_Analysis_Report_=Constant, MM=2digit month, DD=2digit day, YYYY=4digit year)	Report file of CIS eligibility statistics by county/ district.	Monthly	DHS	BH-MCOs
834 Daily Eligibility File	FDXXJJJS.MM.zip (F=Constant; D=Daily; XX=Plan Code; JJJ=Julian Day; S=Sequence Number)	File of any change affecting address, category of assistance, county and district indicators, and plan coverage that day for a managed care recipient.	Daily; sent every state work day.	EDI	BH-MCOs
834 Monthly Eligibility File	FMXXJJJS.MM.zip (F=Constant; M=Monthly; XX=Plan Code; JJJ=Julian Day; S=Sequence Number	File of all MA eligible recipients who are covered by the plan at some point in the next month only. One record per recipient (most recent).	Monthly; created on the next to the last Saturday of the month.	EDI	BH-MCOs

TPL File	xxTPL788 (xx=MCO Code; TPL788=Constant)	TPL data for each MCO's members.	Monthly; Sent by the 25th of the month, regardless of holidays or weekends.	DHS	BH-MCOs

HealthChoices Behavioral Health
Data Support Files and Resources
for Behavioral Health Managed Care Organizations

Provider Files:

File Description	File Name	Purpose	Frequency	From	To
List of Active and Closed Provider files	PRV414W.MM.zip PRV415M.MM.zip (PRV414 or PRV415=Constant; M=Monthly, W=Weekly; MM=Plan Code)	File of statewide MA providers.	PRV414WW eekly; Tuesdays PRV415M Monthly; Sent on the 1st of the month	PROMISe™	BH-MCOs
Quarterly Network Provider File	PRV640Q.MM.zip (PRV640= Constant; Q=Quarterly; MM = Plan Code)	File of MCO's providers, as returned to the MCO.	Quarterly; Sent on the 1st of the following months – January, April, July and October.	PROMISe™	BH-MCOs
Response to the PRV640M Provider File	PRM640M.MM.rpt (PRM640=Constant; M=Monthly; MM=Plan Code)	Report of MCO provider records returned by DHS due to error.	Monthly; Sent within 48 hrs. of receiving the PRV640M. MM.zip	PROMISe™	BH-MCOs
Provider Revalidation File	PRV720M.XX.zip (PRV720=Constant; XX = two-digit MCO Code)	The file will contain all active service locations at the time the process is run.	This file is sent to each MCO on the 1st of each month via SeGOV.	PROMISe™	BH-MCOs

NPI Crosswalk	PRV430W.MM.zip (PRV430=Constant; W=Weekly; MM=Plan Code)	File of all active NPI records.	Weekly; Fridays	PROMISe™	BH-MCOs
Special Indicator File	PRV435W.MM.zip (PRV435=Constant; W=Weekly; MM=Plan Code)	File of provider/service locations and special indicators.	Weekly; Fridays	PROMISe™	BH-MCOs

HealthChoices Behavioral Health
Data Support Files and Resources
for Behavioral Health Managed Care Organizations

Reference Files:

File Description	File Name	Purpose	Frequency	From	To
Reference Diagnosis Code File	DIAGYJJJ.MM.zip (DIAG=Constant; YJJJ =Last Digit Year; MM=Plan Code)	Provides diagnosis codes currently listed in PROMISe	Monthly; Sent on the 1st of the month.	PROMIS*e*™	BH-MCOs
Procedure Code Extract	PROCYJJJ.MM.zip (There are 5 files within this file.) They are: mcmod01.dat mcproc01.dat mctype01.dat mcprst01.dat mcprel01.dat (PROC=Constant; YJJJ=Last Digit Year Julian Day; MM=Plan Code)	The procedure Code File contains 5 files within the zip file: Modifier Max Fee, Procedure Code, Provider Type, Restricted, and Related.	Monthly; Sent on the 1st of the month	PROMIS*e*™	BH-MCOs

HealthChoices Behavioral Health
Data Support Files and Resources
for Behavioral Health Managed Care Organizations

HIPAA Transaction Reports/Files:

File Description	File Name	Purpose	Frequency	From	To
ZZZ Full File Reject Report	Original File Name.zzz.zip	This report is sent from the translator in response to incoming HIPAA transaction files from the MCOs.	Daily	HIPAA Translator	BH-MCOs
999 Full File Reject Report	Original File Name.999.zip	This report is sent from the translator in response to incoming HIPAA transaction files from the MCOs.	Daily	HIPAA Translator	BH-MCOs
Record Accept/Reject Report	Original File Name.txn.zip	This report is sent from the translator in response to incoming HIPAA transaction files from the MCOs.	Daily	HIPAA Translator	BH-MCOs
Record Accept/Reject File	Original File Name.ext.zip	This report is sent from the translator in response to incoming HIPAA transaction files from the MCOs.	Daily	HIPAA Translator	BH-MCOs

HealthChoices Behavioral Health
Data Support Files and Resources
for Behavioral Health Managed Care Organizations

Encounter Data Transaction Reports/Files:

File Description	File Name	Purpose	Frequency	From	To
277 Batch Encounter Status	UJJSSSSS.MM.zip – Production UJJTSSSS.MM.zip – UAT Test U=Constant JJ=Last two digits of the Julian date SSSSS=Sequence number TSSSS=Test Sequence number	277 responses include accepted and denial response codes for each encounter record submitted on an 837 batch file.	One 277 file is generated per plan per processing day. Multiple 837 input files may be included in one single 277 single response.	PROMISe™	BH-MCOs
ESC Supplemental File	ESCLIST. (4 digit sequence).CCYYMMDD.XX.txt ESCLIST=Constant 4-digit sequence used to uniquely identify file CC=Century YY=Year MM=Month DD=Day XX=Plan code	Listing of denied and paid ESCs that set for 837 and NCPDP encounters processed the previous day.	Daily	PROMISe™	BH-MCOs
EDI Claims Submissions Statistics	edi0130X.MM.rpt.YYMMDD.HHMMSS.zip edi0130 = constant X = D (daily), W (weekly), M (monthly) MM = Plan Code YYMMDD = year, month, day, HHMMSS = hours, minutes, seconds	Summary report providing EDI encounter totals sent to the PROMISe™ claims engine, by submission type, listing counts of accepted, rejected, and suspended encounters submitted during the day.	Daily, Weekly or Monthly	PROMISe™	BH-MCOs

Notes:

*The Department reserves the right to occasionally modify the transmission schedule of data support files, based on operational need. Advance notice will be provided to business partners. Primary Contractors must refer to the Pennsylvania HealthChoices Managed Care website for the latest file specifications and file transfer schedules. Managed Care Program (sharepoint.com)

**HIPAA Implementation guides and Addenda for the various types of transactions are available from the Washington Publishing Company at http://www.wpc-edi.com.

These documents constitute the official HIPAA reporting standards as defined by the Accredited Standards Committee (ASC) X12.

***Pennsylvania PROMISe Companion Guides for each of the types of transactions may be obtained, free of charge, by contacting OMHSAS directly. The Companion Guides provide detailed information specific to the elements within the 834 and 820 files from the PROMISe system.

HEALTHCHOICES BEHAVIORAL HEALTH PROGRAM
PROGRAM STANDARDS AND REQUIREMENTS
PRIMARY CONTRACTOR

APPENDIX P

HealthChoices Behavioral Health
Financial Reporting Requirements (FRR's)

The current FRR is located at:

https://www.dhs.pa.gov/sandbox/training/Documents/Final%20CY%202022%20FRR%202022.01.31.pdf

HEALTHCHOICES BEHAVIORAL HEALTH SERVICES

PRIORITY POPULATIONS

MENTAL HEALTH *Reference: Mental Health Bulletin, OMH-94-04*
Adult *Serious Mental Illness: Adult Priority Group*

In order to be in the Adult Priority Group, a person: must meet the federal definition of serious mental illness[1]; must be age 18+, (or age 22+ if in Special Education); must have a diagnosis of schizophrenia, major affective disorder, psychotic disorder NOS or borderline personality disorder (DSM-IV or its successor documents as designated by the American Psychiatric Association, diagnostic codes 295.xx, 296.xx, 298.9x or 301.83); and must meet at least one of the following criteria: A. (Treatment History), B. (Functioning Level) or C. (Coexisting Condition or Circumstance).

A. Treatment History

1. Current residence in or discharge from a state mental hospital within the past two years; or

2. Two admissions to community or correctional inpatient psychiatric units or residential services totaling 20 or more days within the past two years; or

3. Five or more face-to-face contacts with walk-in or mobile crisis or emergency services within the past two years; or

4. One or more years of continuous attendance in a community mental health or prison psychiatric service (at least one unit of service per quarter) within the past two years; or

5. History of sporadic course of treatment as evidenced by at least three missed appointments within the past six months, inability or unwillingness to maintain medication regimen or involuntary commitment to outpatient services; or

6. One or more years of treatment for mental illness provided by a primary care physician or other non-mental health agency clinician, (e.g., Area Agency on Aging) within the past two years.

[1] Adults with serious mental illness are persons age 18 and over, who currently or at any time during the past year, have had a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM-IV that has resulted in functional impairment which substantially interferes with or limits one or more major life activities. (See Reference for additional detail)

B. Functioning Level

Providers must perform an assessment of an individual's functionality utilizing an appropriate instrument and determine if the individual is appropriate for inclusion into Adult Priority Group.

The DSM identifies the WHODAS 2.0 or any subsequent version for individuals 18 years of age or older as a good instrument from the WHO. Other nationally recognized instruments appropriate to the individual's presenting condition are also acceptable.
Providers will also need to complete assessments for individuals under 18 years of age using appropriate clinical instruments to measure functioning for children, youth and young adults.

C. Coexisting Condition or Circumstance

1. Coexisting Diagnosis:

   a. Psychoactive Substance Use Disorder; or
   b. Intellectual Disabilities; or
   c. HIV/AIDS; or
   d. Sensory, Developmental and/or Physical Disability; or

2. Homelessness[2]; or

3. Release from Criminal Detention[3].

In addition to the above, any adult who met the standards for involuntary treatment (as defined in Chapter 5100 Regulations - Mental Health Procedures) within 12 months preceding the assessment is automatically assigned to the high priority group.

MENTAL HEALTH
Child and Adolescent

Reference: "Child and Adolescent Target Groups 1, 2, &3" in 1994 Community Mental Health Services Block Grant Application

I. The Child and Adolescent Priority Group 1 includes persons who meet all four criteria below:

A. Age: birth to less than 18 (or age 18 to less than 22 and enrolled in special education service).

[2] Homeless persons are those who are sleeping in shelters or in places not meant for human habitation, such as cars, parks, sidewalks or abandoned buildings.

[3] Applicable categories of release from criminal detention are jail diversion; expiration of sentence or parole; probation or Accelerated Rehabilitation Decision (ARD).

B. Currently or at any time in the past year have had a DSM-V diagnosis (excluding those whose sole diagnosis is intellectual disabilities or psychoactive substance use disorder or a "V" code) that resulted in functional impairment which substantially interferes with or limits the child's role or functioning in family, school or community activities.

C. Receive services from mental health and one or more of the following:

1. Intellectual Disabilities
2. Children and Youth
3. Special Education
4. Drug and Alcohol
5. Juvenile Justice
6. Health (the child has a chronic health condition requiring treatment)

D. Identified as needing mental health services by a local interagency team, e.g., CASSP Committee, Cordero Workgroup.

In addition to the above, any child or adolescent who met the standards for involuntary treatment within the 12 months preceding the assessment (as defined in Chapter 5100 - Mental Health Procedures) is automatically assigned to this priority group.

II. Second priority[4] is associated with children at-risk of developing a serious emotional disturbance by virtue of :

A. A parent's serious mental illness.
B. Physical or sexual abuse.
C. Drug dependency.
D. Homelessness.
E. Referral to the Student Assistance Programs.

DRUG AND ALCOHOL *Reference: Pennsylvania Department of Drug and Alcohol Programs Treatment Manual*

Providers which serve an injection drug use population shall give preference to treatment as follows:

- Pregnant injection drug users
- Pregnant substance users
- Injection Drug Users
- Overdoes survivors
- Veterans

[4] See reference for additional detail.

Encounter Data Submission Requirements and Application of Liquidated Damages for Noncompliance

I. CERTIFICATION REQUIREMENT

Each Behavioral Health Managed Care Organization (BH-MCO) or other entity intending to submit encounter data on behalf of a HealthChoices Behavioral Health Primary Contractor (Primary Contractor) must be certified through the Pennsylvania Reimbursement Operations and Management Information System (PROMISe™) in electronic format prior to the submission of production encounter data. The Department of Human Services (Department) will work with each submitter to ensure that the submitter can successfully create, submit, process, receive, and reconcile HIPAA-compliant file transactions that meet Pennsylvania's requirements.
Information on the certification process can be obtained by contacting the Department at: ra-pwomhsas837issues@pa.gov

II. SUBMISSION REQUIREMENTS

A. HIPAA Compliance and MMIS Timeliness and Acceptance

All encounters must be HIPAA Compliant and submitted and approved in PROMISe™ (i.e., pass PROMISe™ edits) within 90 days following the date that the BH-MCO paid/adjudicated the provider's claim or encounter. The Primary Contractor and its subcontractor(s) shall be responsible for maintaining appropriate systems and mechanisms to obtain all necessary data from its health care providers to ensure its ability to comply with the Department's encounter data reporting requirements.

Failure to maintain a 98% Professional and 95% Institutional encounter timeliness and/or acceptance rates may result in liquidated damages. Crossover encounters are not included in the calculation of liquidated damages.

Encounters will be evaluated using the Department's monthly timeliness and acceptance report.

Timeliness:

- Timeliness is calculated as the number of days between the adjudication date and the date accepted into PROMISe™.

Acceptance:

- Acceptance is based on the number of approved and denied ICN's submitted for the month.

Encounter submissions adversely affected by the HIPAA translator or PROMISe™ system deficiencies will not be included by the Department in the calculation of compliance percentages. Primary Contractors, BH-MCOs and other HealthChoices Behavioral Health business partners will be notified by the Department of the specific types of encounters which will be excluded from penalty consideration under the timeliness and acceptance performance measures.

B. Accuracy and Completeness

Accuracy and completeness are primarily based on the consistency between encounter information submitted to the Department and information for the same service maintained by the BH-MCO in their claims/service history database.

Accuracy and completeness will be determined through a series of analyses applied to BHMCO claims history data and encounters received and processed through PROMISe™. These analyses will be conducted at least triennially by the Department, or the Department's contractor.

III. LIQUIDATED DAMAGES PROVISIONS

Non-compliance with Department requirements, followed by a failure to submit and fully implement a Department approved corrective action plan, may result in the Department imposing liquidated damages on the Primary Contractor

A. Timeliness and Acceptance

Failure to comply with the encounter data timeliness and/or acceptance requirements may result in the imposition of liquidated damages of up to of 2% of monthly paid administrative revenue (or $2,000, whichever is greater), to a maximum of $25,000 per month.

B. Accuracy and Completeness

Errors in accuracy and/or completeness requirements that are identified by the Department, or the Department's contractor, in the data analysis may result in the imposition of liquidated damages. An error in accuracy, an error in completeness, or an error in both areas, within the same claim/encounter record, will count as one error toward the total count of records contained within the reviewed sample. The percentage of the sample that includes an error is calculated by dividing the total number of records within the sample that includes an error by the total number of records in the sample.

Percentage of the sample that includes an error	Liquidated Damages
Less than 1.00%	None
1.00% – 4.99%	Up to 1.00% of monthly paid administrative revenue (or $2,000, whichever is greater), to a maximum of $10,000 per month.
5.00% – 7.49%	Up to 2.00% of monthly paid administrative revenue (or $2,000, whichever is greater), to a maximum of $25,000 per month.
7.50% - 9.99%	Up to 2.50% of monthly paid administrative revenue (or $2,000, whichever is greater), to a maximum of $50,000 per month.
10.00% or higher	Up to 5.00% of monthly paid administrative revenue (or $2,000, whichever is greater), to a maximum of $75,000 per month.

Medical Necessity Guidelines for Intensive Behavioral Health Services (IBHS) Delivered Through Individual Services, ABA Services and Group Services

DESCRIPTION OF INDIVIDUAL SERVICES

Individual services are intensive therapeutic interventions and supports that are used to reduce and manage identified therapeutic needs, increase coping strategies and support skill development to promote positive behaviors with the goal of stabilizing, maintaining or maximizing functioning of a child, youth or young adult in the home, school or community setting.

Individual services can be delivered using behavior consultation (BC), mobile therapy (MT) or behavioral health technician (BHT) services. BC services consist of clinical direction of services to a child, youth or young adult, development and revision of the individual treatment plan (ITP), oversight of the implementation of the ITP, and consultation with a child's, youth's or young adult's treatment team regarding the ITP. MT services consist of individual and family therapy, development and revision of the ITP, assistance with crisis stabilization, and assistance with addressing problems the child, youth or young adult has encountered. BHT services consist of implementing the ITP.

INITIATION REQUIREMENTS FOR INDIVIDUAL SERVICES

A written order that complies with 55 Pa. Code § 1155.32(a)(1) is required for BC, MT or BHT services to be initiated. If services are to begin prior to completion of an assessment and ITP, a treatment plan is also required.

MEDICAL NECESSITY GUIDELINES FOR INITIATION OF INDIVIDUAL SERVICES

When evaluating whether the order contains clinical information to support the need for an assessment and ITP to be completed or the medical necessity of the BC, MT or BHT services ordered, the following must be taken into account:

A 1. The use of BC, MT or BHT services is reasonably expected to reduce or ameliorate the child's, youth's or young adult's identified therapeutic needs and increase the child's, youth's or young adult's coping strategies.

or

The use of BC, MT or BHT services is necessary to support skill development to promote positive behaviors that will assist the child, youth or young adult with achieving or maintaining maximum functional capacity.

2. The child's, youth's or young adult's behaviors do not pose a risk to the safety of the child, youth or young adult or others that cannot be managed while in the

community and the child, youth or young adult does not require a more restrictive level of care, such as inpatient treatment or a psychiatric residential treatment facility.

3. The number of hours of services prescribed are necessary for an assessment to be conducted and an ITP completed or are reasonably expected to reduce or ameliorate the behavioral or developmental effects of the child's, youth' or young adult's behavioral health disorder diagnosis; enable the child, youth or young adult to achieve or maintain maximum functional capacity; or acquire the skills needed to maximize functioning within the child's, youth's or young adult's home, school or community.

OR

B. If the written order does not support the above BC, MT, or BHT services must be otherwise medically necessary to meet the behavioral health needs of the child, youth or young adult.

CONTINUED CARE REQUIREMENTS FOR INDIVIDUAL SERVICES

The following documentation is required for BC, MT or BHT services to continue:

1. A written order that complies with 55 Pa. Code § 1155.32(a)(6).

2. An updated assessment that complies with 55 Pa. Code § 5240.21(b)-(d).

3. An updated ITP that complies with 55 Pa. Code § 5240.22(b)-(e) and (g).

MEDICAL NECESSITY GUIDELINES FOR CONTINUATION OF INDIVIDUAL SERVICES

An evaluation of the medical necessity of continued BC, MT or BHT services must take into account whether the required documentation indicates the following:

A. 1. The child, youth or young adult shows measured improvement and/or demonstrates alternative/replacement behaviors.

or

There is a reasonable expectation that continuation of BC, MT or BHT services will reduce or ameliorate the child's, youth's or young adult's identified therapeutic needs and increase the child's, youth's or young adult's coping strategies.

or

There is a reasonable expectation that continuation of BC, MT or BHT services is necessary to support skill development to promote positive behaviors that will assist the child, youth or young adult with achieving or maintaining maximum functional capacity.

2. The child's, youth's or young adult's behaviors do not pose a risk to the safety of the child, youth or young adult or others that cannot be managed while in the community and the child, youth or young adult does not require a more restrictive level of care, such as inpatient treatment or a psychiatric residential treatment facility.

3. The BC, MT or BHT services are needed to maintain the child's, youth's or young adult's maximum functional capacity and the benefit of continuing the BC, MT or BHT services is not outweighed by the risk that continuing the services will impede the child's, youth's or young adult's progress toward achieving his or her highest functional level.

4. The number of hours of services prescribed are reasonably expected to reduce or ameliorate the behavioral or developmental effects of the child's, youth' or young adult's behavioral health disorder diagnosis; enable the child, youth or young adult to achieve or maintain maximum functional capacity; or acquire the skills needed to maximize functioning within the child's, youth's or young adult's home, school or community.

OR

B. If the required documentation does not support the above, continued BC, MT or BHT services must be otherwise medically necessary to meet the behavioral health needs of the child, youth or young adult.

DESCRIPTION OF APPLIED BEHAVIOR ANALYSIS SERVICES

Applied Behavior Analysis (ABA) includes the design, implementation and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior or to prevent loss of attained skill or function, including the use of direct observation, measurement and functional analysis of the relations between environment and behavior. ABA services are used to develop needed skills (behavioral, social, communicative, and adaptive functioning) through the use of reinforcement, prompting, task analysis, or other appropriate interventions in order for a child, youth or young adult to master each step necessary to achieve a targeted behavior.

Intensive Behavioral Health Services (IBHS) can be delivered through ABA services, which can be delivered through Behavior Analytic (BA), Behavior Consultation–ABA (BC-ABA), Assistant Behavior Consultation–ABA (Asst. BC-ABA) or Behavioral Health Technician–ABA (BHT-ABA) services. BA and BC-ABA services consist of clinical direction of services to a child, youth or young adult; development and revision of the individual treatment plan (ITP); oversight of the implementation of the ITP and consultation with a child's, youth's or young adult's treatment team regarding the ITP BA services also include functional analysis. Asst. BC-ABA services consist of assisting the individual who provides BA or BC–ABA services and providing face-to-face behavioral interventions. BHT-ABA services consist of implementing the ITP.

INITIATION REQUIREMENTS FOR ABA SERVICES

A written order that complies with 55 Pa. Code § 1155.33(a)(1) is required for BA, BC-ABA, Asst. BC-ABA or BHT-ABA services to be initiated. If services are to begin prior to completion of an assessment and ITP, a treatment plan is also required.

MEDICAL NECESSITY GUIDELINES FOR INITIATION OF ABA SERVICES

When evaluating whether the order contains clinical information to support the need for an assessment and ITP to be completed or the medical necessity of the BA, BC-ABA, Asst. BC-ABA or BHT-ABA services ordered, the following must be taken into account:

A. 1. The use BA, BC-ABA, Asst. BC-ABA or BHT-ABA services is reasonably expected to reduce or ameliorate the child's, youth's or young adult's identified therapeutic needs and increase the child's, youth's or young adult's coping strategies.

or

The use of BA, BC-ABA, Asst. BC-ABA or BHT-ABA services is necessary to support skill development to promote positive behaviors that will assist the child, youth or young adult with achieving or maintaining maximum functional capacity.

2. The child's, youth's or young adult's behaviors do not pose a risk to the safety of the child, youth or young adult or others that cannot be managed while in the community and the child, youth or young adult does not require a more restrictive

level of care, such as inpatient treatment or a psychiatric residential treatment facility.

3. The number of hours of services prescribed are necessary for an assessment to be conducted and an ITP completed or are reasonably expected to reduce or ameliorate the behavioral or developmental effects of the child's, youth' or young adult's behavioral health disorder diagnosis; enable the child, youth or young adult to achieve or maintain maximum functional capacity; or acquire the skills needed to maximize functioning within the child's, youth's or young adult's home, school or community.

OR

B. If the written order does not support the above, BA, BC-ABA, Asst. BC-ABA or BHT-ABA services must be otherwise medically necessary to meet the behavioral health needs of the child, youth or young adult.

CONTINUED CARE REQUIREMENTS FOR ABA SERVICES

The following documentation is required for BA, BC-ABA, Asst. BC-ABA or BHT-ABA services to continue:

1. A written order that complies with 55 Pa. Code § 1155.33(a)(6).

2. An updated assessment that complies with 55 Pa. Code § 5240.85(b)-(d)

3. An updated ITP that complies with 55 Pa. Code § 5240.86(b)-(e) and (g).

MEDICAL NECESSITY GUIDELINES FOR CONTINUATION OF ABA SERVICES

An evaluation of the medical necessity of continued BA, BC-ABA, Asst. BC-ABA or BHT-ABA services must take into account whether the required documentation indicates the following:

A. 1. The child, youth or young adult shows measured improvement and/or demonstrates alternative/replacement behaviors.

or

There is a reasonable expectation that continuation of BA, BC-ABA, Asst. BC-ABA or BHT-ABA services will reduce or ameliorate the child's, youth's or young adult's identified therapeutic needs and increase the child's, youth's or young adult's coping strategies.

or

There is a reasonable expectation that continuation of BA, BC-ABA, Asst. BC-ABA or BHT-ABA services is necessary to support skill development to promote positive behaviors that will assist the child, youth or young adult with achieving or maintaining maximum functional capacity.

2. The child's, youth's or young adult's behaviors do not pose a risk to the safety of the child, youth or young adult or others that cannot be managed while in the community and the child, youth or young adult does not require a more restrictive level of care, such as inpatient treatment or a psychiatric residential treatment facility.

3. The BA, BC-ABA, Asst. BC-ABA, or BHT-ABA services are needed to maintain the child's, youth's or young adult's maximum functional capacity and the benefit of continuing the BA, BC-ABA, Asst. BC-ABA, or BHT-ABA services is not outweighed by the risk that continuing the services will impede the child's, youth's or young adult's progress toward achieving his or her highest functional level.

4. The number of hours of services prescribed are reasonably expected to reduce or ameliorate the behavioral or developmental effects of the child's, youth' or young adult's behavioral health disorder diagnosis; enable the child, youth or young adult to achieve or maintain maximum functional capacity; or acquire the skills needed to maximize functioning within the child's, youth's or young adult's home, school or community.

OR

B. If the required documentation does not support the above, continued BA, BC-ABA, Asst. BC-ABA or BHT-ABA services must be otherwise medically necessary to meet the behavioral health needs of the child, youth or young adult.

DESCRIPTION OF GROUP SERVICES

Group services are therapeutic interventions provided primarily in a group format through psychotherapy; structured activities, including ABA services; and community integration activities that address a child's, youth's or young adult's identified treatment needs. Group services can be provided in a school, community setting or community like setting. A community like setting is a setting that simulates a natural or normal setting for a child, youth or young adult.

Group services can be delivered by graduate level professionals and individuals who meet the qualifications to provide behavioral health technician (BHT) services of BHT-ABA services.
A graduate level professional may provide individual, group and family psychotherapy; design of psychoeducational group activities; clinical direction of services to a child, youth or young adult; creation and revision of the individual treatment plan (ITP); oversight of the implementation of the ITP and consultation with the child's, youth's or young adult's treatment team regarding the ITP. An individual who is qualified to provide BHT services or BHT-ABA services may assist with conducting group psychotherapy, facilitate psychoeducational group activities and implement the child's, youth's or young adult's ITP.

INITIATION REQUIREMENTS FOR GROUP SERVICES

A written order that complies with 55 Pa. Code § 1155.34(a)(1) is required for group services to be initiated. If services are to begin prior to completion of an assessment and ITP, a treatment plan is also required

MEDICAL NECESSITY GUIDELINES FOR INITIATION OF GROUP SERVICES

When evaluating whether the order contains clinical information to support the need for an assessment and ITP to be completed or the medical necessity of the group services ordered, the following must be taken into account:

A. 1. The use of group services is reasonably expected to reduce or ameliorate the child's, youth's or young adult's identified therapeutic needs and increase the child's, youth's or young adult's coping strategies.

or

The use of group services is necessary to support skill development to promote positive behaviors that will assist the child, youth or young adult with achieving or maintaining maximum functional capacity.

2. The child's, youth's or young adult's behaviors do not pose a risk to the safety of the child, youth or young adult or others that cannot be managed while in the community and the child, youth or young adult does not require a more restrictive level of care, such as inpatient treatment or a psychiatric residential treatment facility.

3. The number of hours of services prescribed are necessary for an assessment to be conducted and an ITP completed or are reasonably expected to reduce or ameliorate the behavioral or developmental effects of the child's, youth' or young adult's behavioral health disorder diagnosis; enable the child, youth or young adult to achieve or maintain maximum functional capacity; or acquire the skills needed to maximize functioning within the child's, youth's or young adult's home, school or community.

OR

B. If the written order does not support the above, group services must be otherwise medically necessary to meet the behavioral health needs of the child, youth or young adult.

CONTINUED CARE REQUIREMENTS FOR INDIVIDUAL SERVICES

The following documentation is required for group services to continue:

1. A written order that complies with 55 Pa. Code § 1155.34(a)(6).

2. An updated assessment that complies with 55 Pa. Code § 5240.95(b)

3. An updated ITP that complies with 55 Pa. Code § 5240.96(b)-(e) and (g).

MEDICAL NECESSITY GUIDELINES FOR CONTINUATION OF GROUP SERVICES

An evaluation of the medical necessity of continued group services must take into account whether the required documentation indicates the following:

A. 1. The child, youth or young adult shows measured improvement and/or demonstrates alternative/replacement behaviors.

or

There is a reasonable expectation that continuation of group services will reduce or ameliorate the child's, youth's or young adult's identified therapeutic needs and increase the child's, youth's or young adult's coping strategies.

or

There is a reasonable expectation that continuation of group services is necessary to support skill development to promote positive behaviors that will assist the child, youth or young adult with achieving or maintaining maximum functional capacity.

2. The child's, youth's or young adult's behaviors do not pose a risk to the safety of the child, youth or young adult or others that cannot be managed while in the community and the child, youth or young adult does not require a more restrictive level of care, such as inpatient treatment or a psychiatric residential treatment facility.

3. The group services are needed to maintain the child's, youth's or young adult's maximum functional capacity and the benefit of continuing the group services is not outweighed by the risk that continuing the services will impede the child's, youth's or young adult's progress toward achieving his or her highest functional level.

4. The number of hours of services prescribed are reasonably expected to reduce or ameliorate the behavioral or developmental effects of the child's, youth' or young adult's behavioral health disorder diagnosis; enable the child, youth or young adult to achieve or maintain maximum functional capacity; or acquire the skills needed to maximize functioning within the child's, youth's or young adult's home, school or community.

OR

B. If the required documentation does not support the above, continued group services must be otherwise medically necessary to meet the behavioral health needs of the child, youth or young adult.

DISCHARGE FROM INDIVIDUAL SERVICES, ABA SERVICES, OR GROUP SERVICES AND SERVICE TRANSITION

A provider may discharge a child, youth or young adult who is receiving individual services, ABA services, or group services for any of the following reasons:

1. The prescriber, with the participation of the treatment team, has determined that the child, youth or young adult has completed the goals and objectives identified in the ITP and no new goals or objectives have been identified and that individual services, ABA services, or group services are no longer necessary.

2. The prescriber, with the participation of the treatment team, has determined that the child, youth or young adult is not progressing towards the goals identified in the ITP within 180 days for the initiation of individual services, ABA services, or group services and other clinical services are being provided.

3. The prescriber, with the participation of the treatment team, has determined that the child, youth or young adult requires a more restrictive setting and other clinical services are being provided.

4. The parent or legal guardian of a child or youth who provided consent for the child or youth to receive individual services, ABA services, or group services agrees that services should be discontinued.

5. The youth or young adult agrees that individual services, ABA services, or group services should be discontinued.

6. The child, youth or young adult failed to attend scheduled individual services, ABA services, or group services for 45 consecutive days without any notification from the youth, young adult or the parent, legal guardian or caregiver of the child or youth. Prior to discharge, the IBHS agency made at least three attempts to contact the youth, young adult or the parent, legal guardian or caregiver to discuss past attendance, ways to facilitate attendance in the future and the potential discharge of the child, youth or young adult for lack of attendance.

HEALTHCHOICES BEHAVIORAL HEALTH SERVICES

GUIDELINES for MENTAL HEALTH MEDICAL NECESSITY CRITERIA

ADULT

PSYCHIATRIC INPATIENT SERVICES

Admission **(must meet criteria I, II, and III):**

A physician has conducted an evaluation and has determined that:

I. The person has a psychiatric diagnosis or provisional psychiatric diagnosis, excluding intellectual disability, substance abuse or senility, unless these conditions coexist with another psychiatric diagnosis or provisional psychiatric diagnosis,

and

II. The person cannot be appropriately treated at a less intense level of care because of the need for the following:

* 24 hour availability of services for diagnosis, continuous monitoring and assessment of the person's response to treatment,
* availability of a physician 24 hours a day to make timely and necessary changes in the treatment plan,
* the involvement of a psychiatrist in the development and management of the treatment program,
* 24 hour availability of professional nursing care to implement the treatment plan and monitor/assess the person's condition and response to treatment, and
* 24 hour clinical management and supervision.

and

III. The severity of the illness presented by the person meets one or more of the following:

* The person poses a significant risk of harm to self or others, or to the destruction of property.

* The person has a medical condition or illness which cannot be managed in a less intensive level of care because the psychiatric and medical conditions so compound one another that there is a significant risk of medical crisis or instability.
* The person's judgment or functional capacity and capability has decreased to such a degree that self-maintenance, occupational, or social functioning are severely threatened.
* The person requires treatment which may be medically unsafe if administered at a less intense level of care.
* There is an increase in the severity of symptoms such that continuation at a less intense level of care cannot offer an expectation of improvement or the prevention of deterioration, resulting in danger to self, others, or property.

Continued stay **(must meet criteria I and II):**

I. The severity of the illness presented by the person meets one or more of the following:

* persistence of symptoms which meet admission criteria; or
* development of new symptoms during the person's stay which meet admission criteria; or
* there is an adverse reaction to medication, procedures, or therapies requiring continued hospitalization; or
* there is a reasonable expectation based on the person's current condition and past history, that withdrawal of inpatient treatment will impede improvement or result in rapid decompensation or the re-occurrence of symptoms or behaviors which cannot be managed in a treatment setting of lesser intensity.

and

II. The person continues to need the intensity of treatment defined under Admission Criterion II; and

* a physical examination is conducted within 24 hours after admission; and
* a psychiatrist conducts a psychiatric examination within 24 hours after admission; and
* the person participates in treatment and discharge planning; and
* treatment planning and subsequent therapeutic orders reflect appropriate, adequate and timely implementation of all treatment approaches in response to the person's changing needs.

Discharge Indicators (must meet I or II):

I. The person no longer needs the inpatient level of care because:

* The symptoms, functional impairments and/or coexisting medical conditions that necessitated admission or continued stay have diminished in severity and the person's treatment can now be managed at a less intensive level of care; and
* The improvement in symptoms, functional capacity and/or medical condition has been stabilized and will not be compromised with treatment being given at a less intensive level of care; and
* The person does not pose a significant risk of harm to self or others, or destruction of property; and
* There is a viable discharge plan which includes living arrangements and follow-up care

or

II. Inpatient psychiatric treatment is discontinued because:

* A diagnostic evaluation and/or a medical treatment has been completed when one of these constitutes the reason for admission; or
* The person withdraws from treatment against advice and does not meet criteria for involuntary commitment; or
* The person is transferred to another facility/unit for continued inpatient care.

Admission **(must meet criteria I, II, and III):**

I. A mental health professional, as defined in 55 Pa. Code § 5210.3 of the Partial Hospitalization regulations, has conducted an evaluation and has determined that the person meets one of the following:

* The person has an established history of a psychiatric disorder, excluding intellectual disability, substance abuse or senility, unless these conditions co-exist with other psychiatric symptomatology, and is presenting symptoms which require this level of care; or
* The person does not have an established psychiatric history, but a psychiatrist, or physician, or a licensed clinical psychologist has been consulted and has confirmed the presence of a psychiatric disorder that requires this level of care; or
* The person has had an evaluation by a psychiatrist, a physician, or a licensed clinical psychologist at another mental health treatment facility (e.g., inpatient, outpatient or crisis intervention), and is being directly referred to this level of care; or
* The person needs a diagnostic evaluation that cannot be performed at a lesser level of care.

and

II. The partial hospital level of care is appropriate because:

* The person has the capacity to participate in the partial hospitalization level of care; and
* The person has a community based network of support that enables him/her to participate in the partial hospitalization level of care; and
* The person exhibits sufficient control over his/her behavior such that he/she is judged not to be an imminent danger to self, others or property.

and

III. The severity of the symptoms presented by the person meets one or more of the following:

* The person's judgment or functional capacity and capability is compromised to such a degree that self-maintenance, occupational, educational or social functioning are significantly impaired, and the severity of the presenting symptoms is such that the success of treatment at a less intense level of care is unlikely; or
* The person requires treatment which may be unsafe if administered at a less intense level of care; or
* Sufficient clinical gains have not been made within a less intensive level of care, and the severity of presenting symptoms is such that the success of treatment at a less intense level of care is unlikely; or
* Co-existing, non-psychiatric medical conditions preclude treatment at a less intensive level of care because the psychiatric and medical conditions so compound one another that there is a significant risk of medical crisis or instability.

Continued Stay Criteria **(must meet criteria I and II)**

I. One or more of the symptoms or conditions which necessitated admission persist, or new symptoms develop which meet admission criteria, and the person meets one or more of the following:

* The person has not completed the goals and objectives of the Individualized Treatment Plan that are necessary to warrant transition to a less intensive level of care; or
* The person demonstrates a current or historical inability to sustain/maintain gains without a comprehensive program of treatment services provided by the partial hospital program; or
* Attempts to reduce the intensity and structure of the therapeutic program have resulted in, or are likely to result in, exacerbation of the psychiatric illness as manifested by regression of behavior and/or the worsening of presenting symptomatology; or
* Attempts to increase the person's level of functioning or role performance in the areas of interpersonal, occupational or self-management functioning have resulted in exacerbation of psychiatric illness as manifested by regression of behavior and/or the worsening of presenting symptomatology; or
* An adverse reaction to medication, procedures or therapies requires frequent monitoring which cannot be managed at a less intensive level of care.

and

II. The partial hospital program provides the following service elements:

* The person is receiving active treatment within the framework of a multi-disciplinary individualized treatment plan approach; and
* There is the involvement of a psychiatrist in the development and management of the treatment program and discharge plan; and
* The treatment plan includes a discharge plan and is reviewed and modified, as appropriate, by the treatment team to respond to changes in the person's clinical presentation or lack of progress; and
* The person is an active participant in treatment and discharge planning; and
* Where clinically appropriate, and with the person's informed consent, timely attempts are made by the treatment team, and documented in the treatment plan, to involve the family and other components of the person's community support network in treatment planning and discharge planning.

Discharge Indicators **(must meet I or II):**

I. The person no longer needs the partial hospital level of care because:

* The symptoms, functional impairments and/or coexisting medical conditions that necessitated admission or continued stay have diminished in severity and the person's treatment can now be managed at a less intensive level of care; and
* The improvement in symptoms, functional capacity and/or medical condition has been stabilized and will not be compromised with treatment being given at a less intensive level of care; and
* There is a viable discharge plan with which service and care providers identified for after-care treatment, if needed, and support have concurred.

or

II. The partial hospital level of care is discontinued because:

* The diagnostic evaluation has been completed when this constitutes the reason for admission; or
* The person withdraws from treatment against advice and does not meet criteria for involuntary commitment; or
* The person is transferred to another facility/unit for continued care.

Admission (**must meet criteria I and II):**

I. A mental health professional determines that the outpatient level of care is appropriate and there is the potential for the person to benefit from outpatient care. The person must meet at least one of the following condition elements:

* The person has a psychiatric illness exhibited by reduced levels of functioning and/or subjective distress in response to an acute precipitating event; or
* The person is exhibiting signs or symptoms of a psychiatric illness, associated with reduced levels of functioning and/or subjective distress; or
* The person has a history of psychiatric illness and presents in remission or with a residual state of a psychiatric illness, and without treatment there is significant potential for serious regression,

and

II. A comprehensive diagnostic evaluation, including an assessment of the psychiatric, medical, psychological, social, vocational and educational factors important to the person, is conducted.

Continued Stay **(must meet criteria I, II and III):**

I. The person has a current psychiatric diagnosis or provisional psychiatric diagnosis.

and

II. The treatment team determines that:

* The person continues to exhibit one or more signs or symptoms that necessitated admission and can be expected to benefit from the outpatient level of care; or
* The person has developed new signs or symptoms that meet admission criteria and could be expected to benefit from the outpatient level of care; or
* There is a reasonable expectation based on the person's clinical history that withdrawal of treatment will result in decompensation or recurrence of signs or symptoms.

III. The services provided to the person meet the following criteria:

* The person is an active participant in treatment and discharge planning; and
* A psychiatrist reviews and approves the treatment plan; and
* The treatment plan includes a discharge plan and is reviewed and modified, as appropriate, by the treatment team to address changes in the person's clinical presentation and response to treatment; and
* The person is receiving treatment within the framework of a multidisciplinary individualized treatment plan approach.

Discharge Indicators

* The person no longer meets continued stay criteria; or
* The person withdraws from treatment against advice and does not meet criteria for involuntary treatment.

Appendix T
Part A

HEALTHCHOICES BEHAVIORAL HEALTH SERVICES
GUIDELINES for MENTAL HEALTH SERVICE NECESSITY CRITERIA

ADULT

TARGETED CASE MANAGEMENT SERVICES

Admission Criteria

An individual who meets the minimum staff requirements for an Intensive Case Manager as defined by 55 Pa. Code Chapter 5221, Mental Health Intensive Case Management; a Resource Coordinator as defined by Mental Health Bulletin OMH-93-09 —Resource Coordination: Implementation; or a Blended Case Manager as defined by Office of Mental Health and Substance Abuse Bulletin OMHSAS-10-03 Blended Case Management (BCM) - Revised and has received training on the use of the environmental matrix has conducted an evaluation and has determined that:

I. The person meets either the eligibility criteria for Resource Coordination Services as defined by Mental Health Bulletin OMH-93-09 —Resource Coordination: Implementation; Intensive Case Management Services as defined by Chapter 5221, Mental Health Intensive Case Management; or Blended Case Management as defined by Office of Mental Health and Substance Abuse Bulletin OMHSAS-10-03 Blended Case Management (BCM) - Revised;

or

II. The person meets the criteria for serious mental illness (SMI) as described in *Federal Register Volume 58 No. 96, May 20, 1993, pages 29422- 29425*; and cited in OMH-94-04: p. 1;

and

III. The person is in need of Targeted Case Management Services as indicated by the evaluation of the functional level through utilization of the Targeted Case Management-Adult Environmental Matrix, and in conjunction with clinical information and the professional judgement of the reviewer.

Continued Stay and/or Change of Level of Need

The consumer must be reassessed at the point of concurrent review, but no less frequently than six month intervals, and when there are significant changes in the individual's situation that warrants a change in level of TCM services.

I. The consumer continues to meet either I or II of part A Admission Criteria. and

II. The person is in need of Targeted Case Management Services as indicated by the evaluation of the functional level through utilization of the Targeted Case Management-Adult Environmental Matrix and in conjunction with clinical information and the professional judgement of the reviewer.

Discharge Indicators

Targeted Case Management may be terminated when one of the following criteria is met:

A. The consumer receiving the service determines that Targeted Case Management is no longer needed or wanted and the consumer no longer meets the continued stay criteria; or

B. Determination by the targeted case manager in consultation with his/her supervisor or the director of targeted case management, and with written concurrence by the county administrator that targeted case management is no longer necessary or appropriate for the adult receiving the service and the consumer no longer meets the continued stay criteria; or

C. The consumer receiving the service determines that Targeted Case Management is no longer wanted, however, the consumer does meet continued stay criteria; or

D. The consumer has moved outside of the current geographical service area (e.g., county, state, country); or

E. The consumer is undergoing long-term incarceration and/or long-term hospitalization or long-term skilled-nursing care without a discharge or anticipated discharge date.

TCM ENVIRONMENTAL MATRIX — ADULTS INSTRUCTIONS

The Environmental Matrix - Adults is a scale that evaluates the functional level of consumers on the six activities identified by regulation as Targeted Case Management activities. Cultural competency will be recognized throughout the entire evaluation process and the entire document. Individuals must be assessed in the following areas, in a face-to-face interview with the evaluator.
Individuals should be reassessed as needed, but no less than every six months.

1. Assessment and Service Planning
2. Informal Support and Network Building
3. Use of Community Resources
4. Linking and Accessing Services
5. Monitoring of Service Delivery
6. Problem Resolution

The scale has a range from 0 to 5 with the following values for each activity:

0	1	2	3	4	5
No assistance Needed	Minimal assistance needed		Needs Moderate assistance in this area		Needs Significant assistance in this area

All six activities are ranked on the above scale. The evaluator must complete the environmental matrix in a face- to – face, strengths - based assessment interview with the consumer. Evaluators should incorporate in their assessment a recognition/determination of cultural strengths (i.e., extended family, allocation of family resources, the decision making process, values, etc.). The evaluator should consider the individual's strengths and needs in the following life domains for each assessment area in order to produce a score that reflects the full dimension of need:

. Housing/living situation
. Education/vocation
. Income/benefits/financial management
. Mental health treatment
. Alcohol and other drug use
. Socialization/support
. Activities of daily living
. Medical treatment
. Legal situation
. Transportation issues
. Criminal justice system involvement

Each area is defined at the "1", " 3 ", and " 5 " levels (See attached Environmental Matrix) and the subtotal score is divided by 6 to obtain the EM Score (when scoring the individual, refer to the Environmental Matrix TCM Service Scoring Grid which identifies the expected frequency of TCM contact needed for the individual for that particular assessment area). Scoring levels on individual assessment areas may be gradated to the 0.5 level only; this allows for minor differentiation of consumer need without compromising the integrity of the scale.

Looking at the behavior, inclusive of the lowest level of functioning, of the consumer during the last ninety (90) days, rate the consumer's functional level in each of the six areas. Please note that the rating for each area should be made in whole numbers; in cases where there are extraordinary factors that make the assignment of whole numbers extremely difficult, if not impossible, 0.5 points may be added to or subtracted from the base scores. The sum of the six (6) scores should then be taken and divided by 6 and the resulting subtotal score should be reviewed and compared to other known factors that may affect the consumer's need for service. This should be noted on the scoring sheet. If after averaging the scores, the average is lower by at least 2 points than any one value given in any one assessment area (e.g., if a person's average is 2 and he/she received a score of 4 in any one area), the evaluator must provide written justification for assignment to the level that corresponds to the average, rather than the higher value.

The Environmental Matrix score, your *professional judgement* *, and other information (e.g., cultural factors, records of past treatment, psychiatric evaluations, psychosocial summaries) that impacts on the consumer's level of need should then be considered and the Recommended Level of TCM service should be entered on the recommended level of TCM line of the Scoring Sheet. (These levels are consistent with minimum levels of contact as defined in

Chapter 5221, Intensive Case Management regulations and Bulletin *OMH-93-09, Resource Coordination: Implementation*.) If the recommended level of TCM service differs from the Environmental Matrix score, the difference must be justified with professional judgement in "Other Factors/Issues Affecting Score" section of the scoring sheet. **Note: The level of service indicated by the assessment represents the individual's needs at the time of assessment.**
Service intensity could change as an individual's needs and/or desires for service change.

ENVIRONMENTAL MATRIX
TCM SERVICE SCORING GRID

MATRIX LEVEL	NEED LEVEL	INTENSITY OF CARE
4.0 –5.0	ICM	At least 1 contact every 14 days (Face to face contact strongly recommended).
1.5 – 3.9	RC	At least 1 face to face contact every two months
0.0 - 1.4	NO TCM NEEDED	Alternative services may be needed and if necessary, referrals should be made.

* ***professional judgement:*** *opinion based on a thorough and ethical analysis of facts, data, history, and issues in accordance with one's training and experience.*

ASSESSMENT & SERVICE PLANNING

The consumer is able to provide meaningful and accurate information regarding own mental health status and needs. The consumer, with possible assistance from the targeted case manager, identifies, formulates, and expresses personal goals and objectives and can correlate these into concrete service needs and activities. The TCM should take into consideration that the behavioral health system may pose a number of barriers which serve as obstacles to service planning (i.e., language, perceived/actual institutional racism/discrimination, etc.)

0 1 2 3 4 5

Needs minimal assistance in this area	Needs moderate assistance in this area	Needs significant assistance in this area

0= Consumer does not need/or request assistance in this area.

1= Consumer is able to provide meaningful/relevant/accurate information regarding own mental health status. Consumer is able to identify and formulate and express personal goals and objectives with minimal assistance from others. Consumer is able to translate/correlate these goals and objectives, with minimal direction, into concrete service needs and activities.

3= Consumer needs and/or requests moderate assistance in identifying and conveying information regarding own mental health status/problems. Consumer needs and/or requests moderate assistance from others in order to identify, formulate, and express personal goals and objectives. Consumer needs and/or requests moderate assistance from others to translate/correlate needs and goals into concrete service needs and activities.

5= Consumer needs and/or requests significant assistance from others to provide any meaningful information regarding own mental health status and/or needs.
Consumer is unable to express personal goals nor objectives without assistance. Consumer needs and/or requests significant assistance from others to design/formulate service plan and activities.

USE OF COMMUNITY RESOURCES

The consumer is able to identify, understand, and articulate daily living needs as well as those community/neighborhood resources that may be needed to meet these needs. The consumer may need additional support from the targeted case manager in utilizing the services that may go beyond the realm of traditional mental health/substance abuse services. TCM must recognize cultural and linguistic needs as an important element in articulating daily living needs and resources. Many services may not be available in the immediate community and be less effective if located outside the community.

---

0 1 2 3 4 5

Needs minimal assistance in this area	Needs moderate assistance in this area	Needs significant assistance in this area

0= Consumer does not need/or request assistance in this area.

1= Consumer is able, when encouraged, to identify and articulate daily living needs. Consumer is able to access, navigate, and utilize community/neighborhood resources with minimal assistance. Consumer's needs may be fulfilled through the use of existing community resources such as social/religious groups, libraries, stores, directories, and public transportation and consumer is able to utilize these with minimal assistance.

3= Consumer needs and/or requests moderate assistance in identifying daily living needs as well as those community resources needed to meet these needs. When directed to community resources such as social/religious groups, libraries, stores, directories, and public transportation, the consumer may require and/or request moderate assistance to access and utilize these resources in order to accomplish a planned task.

5= Consumer is unable to identify nor understand daily living needs. Consumer is not familiar with community/neighborhood resources and has had very few, if any, positive experiences while living in the community. Consumer needs and/or requests significant assistance to access, navigate, or utilize existing community resources.

INFORMAL SUPPORT NETWORK BUILDING

The consumer identifies, communicates, and interacts with family, friends, significant others, and community groups from whom the consumer may gain informal support. The TCM should recognize that service system barriers may impede the consumer from interacting with family, friends, significant others and community groups. The consumer may need the assistance of the targeted case manager and/or others to identify, enhance and/or maintain existing relationships and the encouragement to develop new ones.

---

0 1 2 3 4 5

Needs minimal assistance in this area	Needs moderate assistance in this area	Needs significant assistance in this area

0= Consumer does not need/or request assistance in this area.

1= Consumer is able to identify and provide meaningful/accurate/relevant information about family, friends, significant others, and social/religious groups with whom consumer interacts and from whom consumer may gain informal support. Consumer is able, with minimal assistance, to access and maintain positive relationships with these people and groups who provide personal social support and/or companionship.

3= Consumer needs and/or requests moderate assistance in identifying and communicating with family, friends, significant others, and social/religious groups from whom consumer may gain informal support. Consumer needs and/or requests moderate assistance from others in order to enhance and/or maintain existing relationships and to develop new ones.

5= Consumer is unable to identify nor interact with family, friends, significant others, and/or social/religious groups who may serve as personal supports. Consumer has few, if any, personal or familial relationships and is unable/unwilling to interact positively, if at all, with these persons or groups. Consumer needs and/or requests significant assistance from others to elicit information and support on his/her behalf.

LINKING AND ACCESSING SERVICES

The consumer is able to locate, gain access, and maintain contact and services with the service providers that have been identified as needed in the treatment or service plan. The treatment or service plan must recognize the cultural and linguistic needs of the consumer. At times, the targeted case manager may be needed to provide assistance in nontraditional and/or assertive ways to successfully gain and maintain these resources.

---

0 1 2 3 4 5

Needs minimal assistance in this area	Needs moderate assistance in this area	Needs significant assistance in this area

0= Consumer does not need/or request assistance in this area.

1= Consumer is able, with minimal assistance from others, to locate and gain access to services identified in the treatment or service plan. Consumer is able, when encouraged, to establish and maintain appointments/services with appropriate service providers with minimal assistance. Consumer needs and/or requests minimal assistance by others to successfully gain access to and to maintain contact with community resources and services.

3= Consumer needs and/or requests moderate assistance in locating and gaining access to services identified in the treatment or service plan. Consumer may require and/or request moderate assistance, often in nontraditional ways, to access, establish, and maintain contact and services with the identified service providers.

5= Consumer is unable and/or unwilling to locate or gain access to services identified in the treatment or service plan. Consumer's identified needs are so immense or so unusual that assertive and creative efforts outside of the usual and normal practice must be employed in order to help the person gain the resources and services identified. Consumer needs and/or requests significant (frequent and continual) assistance by others to successfully gain access to and to maintain contact with community resources and services.

MONITORING OF SERVICE DELIVERY

The consumer gauges and communicates her/his satisfaction with the progress that has been made and with the services offered/delivered by the service providers identified in the treatment plan. The consumer suggests possible needed revisions and/or additions to the treatment/service plan. The TCM should recognize that language and culture has much to do with expressions of satisfaction/dissatisfaction and be prepared to assist the consumer in suggesting changes in the treatment plan/service plan or actual provider.

0	1	2	3	4	5
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

0= Consumer does not need/or request assistance in this area.

1= Consumer is able to communicate, when encouraged, his/her opinion of the progress and satisfaction with the service provider and/or the delivered services as well as the need for revisions to the treatment/service plan. Consumer is able and willing to participate in intra- and inter-agency as well as cross-systems reviews of the need for and appropriateness of the specific services delivered. Minimal assistance from others is needed and/or requested to ensure that the consumer is satisfied with the services received.

3= Consumer needs and/or requests moderate assistance in determining and communicating his/her satisfaction with the service provider and with the services delivered. Consumer needs and/or requests moderate assistance in identifying what progress has been made and the possible need for revisions to the treatment/service plan.

5= Consumer is almost totally dependent on others to see that progress is being made and to suggest needed revisions to the treatment/service plan. Consumer needs and/or requests significant assistance to communicate effectively and realistically about her/his progress and satisfaction with the service provider and/or the services delivered.

PROBLEM RESOLUTION

The consumer is able to resolve issues and overcome barriers, including those that are cultural and linguistic in nature, that prevent her/him from receiving needed treatment, rehabilitation, and/or support services as well as entitlements. The consumer is aware of and able to utilize complaint/grievance procedures as well as additional appropriate advocacy supports. The targeted case manager, when requested and or needed, may be called upon to not only help the consumer with these tasks but also to provide information to the County Office of Mental Health and/or the BHMCO in order to overcome barriers and to assist the consumer in obtaining needed services.

0	1	2	3	4	5
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

0= Consumer does not need/or request assistance in this area.

1= Consumer needs and/or requests minimal assistance to resolve issues and overcome barriers that prevent him/her from receiving treatment, rehabilitation and/or support services.

3= Consumer is able, with moderate assistance and encouragement, to identify issues that need to be resolved but is unable, without direct assistance from others, to formulate steps or implement actions that would overcome barriers that prevent him/her from receiving treatment, rehabilitation and/or support services.

5= Consumer needs and/or requests significant assistance, to identify and resolve issues that prevent him/her from receiving treatment, rehabilitation and/or support services. Consumer is totally dependent on others to recognize and to take steps to overcome these barriers. Resolution may require the intervention of the County Office of Mental Health and/or the modification of existing services or the development of new services.

TARGETED CASE MANAGEMENT ENVIRONMENTAL MATRIX - ADULT

Agency **County**

CONSUMER INFORMATION:

Name :

(Last) (First) (MI)

Parent/Guardian Name:

Identifying Number(s):

Date of Birth: / /
(MM)/(DD)/(YYYY)

Social Security Number: - - CIS/BSU/MCO Number:

PHMCO:

BHMCO:

Form Completed by: Date Completed:

The purpose of this form is to assess what environmental and cultural factors help to determine an individual's need for the various levels of case management services. Please complete this form utilizing the individual's behavior during the last ninety days as a basis for scoring each indicator. Please see the *Scoring Sheet* for additional information on determining the Environmental Matrix Score and its meaning for level of care assignments.

ENVIRONMENTAL MATRIX ADULT SCORING SHEET

CONSUMER NAME:

ID#(SOCIAL SECURITY/CIS/BSU):

SCORES:

1. Assessment and Service Planning _____
2. Use of Community Resources _____
3. Informal Support Network Building _____
4. Linking and Assessing Services _____
5. Monitoring of Service Delivery _____
6. Problem Resolution _____

SUBTOTAL

ENVIRONMENTAL MATRIX SCORE = SUBTOTAL □□6= _____

OTHER FACTORS/ISSUES AFFECTING SCORE:

_____

_____

_____

_____

ENVIRONMENTAL MATRIX TCM SERVICE SCORING GRID

MATRIX LEVEL	NEED LEVEL	INTENSITY OF CARE
4.0 –5.0	ICM	At least 1 contact every 14 days (Face to face contact strongly recommended).
1.5 – 3.9	RC	At least 1 face to face contact every two months
0.0 - 1.4	NO TCM NEEDED	Alternative services may be needed and if necessary, referrals should be made.

[*] ***professional judgement:*** *opinion based on a thorough and ethical analysis of facts, data, history, and issues in accordance with one's training and experience.*

RECOMMENDED LEVEL OF TARGETED CASE MANAGEMENT SERVICE:

CONSUMER: **DATE:**

PERSON COMPLETING THE FORM: **DATE:**

APPROVED LEVEL OF TARGETED CASE MANAGEMENT SERVICE:

REVIEWER **DATE:**

APPENDIX T
Part B (1)

HEALTHCHOICES BEHAVIORAL HEALTH SERVICES
GUIDELINES for MENTAL HEALTH MEDICAL NECESSITY CRITERIA

CHILDREN AND ADOLESCENTS

PSYCHIATRIC INPATIENT
HOSPITALIZATION RESIDENTIAL
TREATMENT
PSYCHIATRIC PARTIAL HOSPITALIZATION PROGRAMS
PSYCHIATRIC OUTPATIENT TREATMENT

Purpose

The purpose of this document is to provide decision-making criteria for the admission of children and adolescents to four (4) treatment environments under regulation. This document provides a clear interpretive framework, in accordance with Office of Mental Health and Substance Abuse Services (OMHSAS) program, and Office of Medical Assistance Programs (OMAP) payment regulations, for deciding when to treat, continue or discontinue treatment, and refer elsewhere for other services. These criteria will serve the basis for decision-making for Managed Care Organizations (MCOs), county Mental Health/ Intellectual Disabilities (MH/ID) offices, and prescribers of children's mental health services in general, as well as for providers delivering their respective services to children qualifying for Medical Assistance (MA) coverage. This document provides a common set of criteria for reference by all the decision-makers in a child's care. These four (4) sets of criteria are intended to further consistency between the child's treatment needs and the broader philosophy of individualized service delivery in the most appropriate and least restrictive setting as guided, respectively, by the principles of the Child and Adolescent Service System Program (CASSP), System of Care (SOC) and the Community Service Program (CSP).

Background

The Office of Mental Health and Substance Abuse Services (OMHSAS) promulgated 55 Pa. Code Chapters 4210, 5100, 5200, 5210, 5300, and 5310, to regulate the general delivery of services in community psychiatric inpatient, outpatient, residential, and partial hospitalization settings, while OMAP promulgated 55 Pa. Code Chapters 1151 and 1153 to regulate M.A. payment for these services. Additional clarity for psychiatric residential treatment is provided in OMHSAS's proposed Chapter 5215 regulations. However, as more mental health services are developed for delivery in the home and community, in conjunction with a growing emphasis on providing services in the least restrictive environments necessary, greater clarity is required for mental health providers, case managers, interagency teams, and third party payers, including Managed Care Organizations and their sub-contractors, to make coordinated treatment determinations concerning appropriateness of admissions, continued stay, and discharge planning. It is for this reason that the criteria provided below have been developed.

Presented in the opening section which precede the criteria, is a summary outline of the major aspects of service delivery, including: CASSP/SOC principles, the function of each of the four (4) treatment environments, and the importance of prescribing the least restrictive setting necessary. More detail is provided by the addenda in the document. Following the introduction are the individual "Admission Criteria" for each service. Each set of criteria is divided into three (3) sections, the first for determining "Admission", the second for determining the appropriateness of "Continued Stay," and the third for identifying "Discharge Criteria."

For ease of reading in the following text, "child(ren) and adolescent(s)" shall be commonly referred to as "child(ren)," unless otherwise indicated.

Introduction

The mental health system has undergone substantial structural change from an emphasis on community segregation and maintenance of children with emotional disorders, to one of community integration and fostering increasing independence of individuals (see Mental Health and Intellectual Disability Act of 1966 and the Mental Health Procedures Act of 1976 with subsequent amendments). These changes are further reflected in the development of the Child and Adolescent Service System Program (CASSP) /System of Care (SOC) philosophy. The OMHSAS summary representation of CASSP, is provided below:

The CASSP/SOC philosophy of collaborative service delivery to children, adolescents and their families undergirds all treatment methods. CASSP/SOC involves all child-serving systems including mental health, intellectual disability, education, special education, children and youth services, drug and alcohol, juvenile justice, health care, and vocational rehabilitation. It should also include informal community supports and organizations. This philosophy is essential to making decisions to provide treatment for children.

The National Institute of Mental Health was charged with defining what a system of care is and providing guidance to states and communities about how to build a SOCe.

Beth Stroul and Robert Friedman, two early national leaders in SOC, wrote that "A system of care is defined as a comprehensive spectrum of mental health and other necessary services that are organized into a coordinated network to meet the multiple and changing needs of children and adolescents with serious behavioral disturbances and their family." They stressed that a SOC is more than just a network of services; it is a philosophy of how that care should be provided. They stated that while systems may be organized slightly differently, there should be shared values and philosophy.

The current SOC principles are 1) comprehensive array of services and supports; 2) individualized, strengths-based services and supports; 3) evidence-based practices and practice-based evidence; 4) trauma-informed; 5) least restrictive natural environment; 6) partnerships with families and youth; 7) interagency collaboration; 8) care coordination; 9) health-mental health integration; 10) developmentally appropriate services and supports; 11) public health approach; 12) mental health equity; 13) data driven and accountability; and 14) rights protection and advocacy.

The CASSP/SOC principles encompass not only the psychological, but the physical, cognitive, and socio-cultural development of children, which include the child's dependency on family, community, and environmental influences in general. From these principles, the four services for which "Admission Criteria" are provided below, can be understood as components within a wider network of service options.

Severity of Symptoms

The child's expression of impairment in any of the following should be considered in the design of the individual's treatment: judgement, thought, mood, affect, impulse control, psychosocial, psychomotor retardation/excitation, physiological functioning and/or cognitive/perceptual abilities. Challenging behaviors closely associated with social contexts such as family, school, or other community activities must also be considered when determining an appropriate treatment design, and the concomitant discharge planning.

Intensity of Treatment

The intensity and range of treatment varies for each of the four services. Psychiatric Inpatient and Residential Treatment are out of home services which provide highly intensive treatment for the purpose of returning children home, or to a homelike setting. Partial Hospitalization and Psychiatric Outpatient provide services of varying intensity depending on the

child's need for therapeutic support to remain home. The therapeutic function and emphasis of each of the four services to return a child home, or to prevent out-of-home placements, depends strongly on the interaction between the therapist, the parents/guardians, and the child, for the effectiveness of the treatment plan developed.

Psychiatric Inpatient hospitalization provides the most restrictive level of care. The setting is locked and highly focused toward the delivery of intensive, short term treatment. It serves as an appropriate placement for children expressing the sudden onset of acute symptoms, and/or requiring treatment which cannot be managed outside of a 24 hour, secure setting.

Residential Treatment facilities provide a stable, open, community living setting for the delivery of comprehensive mental health treatment with 24 hour monitoring and a strong supportive environment from which the child is able to reenter the community. This is a longer term treatment option for children who require the comprehensive treatment and professional support of this setting to prevent a need for inpatient hospitalization.

Partial hospitalization lies between the most restrictive and community-based levels of care. A partial hospitalization treatment program offers a wide range of treatment in a setting segregated from the child's natural setting for part of the day. Effective treatment and stabilization of the child must be possible within the partial hospital program hours prescribed in the treatment plan. Partial hospitalization provides an opportunity to observe a child's behavior and the effects of treatment, for the purpose of developing and confirming a proper course of treatment designed for the effective reintegration of the child into the community.

Outpatient treatment is for children and their families who are seeking help and believe there is a need for mental health services. Services and treatment approaches include, diagnostic testing, crisis intervention services, behavior therapy, individual, group and family psychotherapy, medication, and similar services. The child should be able to maintain sufficient stability in his/her existing support network, to be treated effectively within the hours of outpatient treatment prescribed in the treatment plan. Treatment and services should be directed toward helping the child to remain integrated with the child's is/her natural community and work to prevent the necessity of a more restrictive or intrusive service.

Least Restriction

The four services addressed in this bulletin are presented in descending order of restrictiveness and in increasing order of community integration. The need for greater or lesser restrictiveness must be adjusted to the individual's need for active treatment as reflected in the treatment plan. Increased restrictiveness of setting improves the convenience and opportunity for immediate intervention in the delivery of treatment. However, less restrictive environments should be considered to prevent the removal of children from their families, peers, and normalized settings in the community. Each service provides treatment with the object of helping a child with acute behavioral problems or serious emotional disturbance to increase his or her functional capacity, in order to increase his/her ability to reintegrate into the community.
Therefore, the goals of treatment may be summarized by the following:

- amelioration of symptoms such that less restrictive and/or less intrusive services can be planned and introduced;
- stabilization of medical regimen for children requiring psychotropic medication so they may remain in the least restrictive setting possible;
- prevention of regression/recidivism by improving the child's level of functioning and ability for self maintenance;
- coordination of the treatment and discharge plan on an ongoing basis with the family and the appropriate agencies to provide the necessary community based supports, including wraparound services; and
- increase in the age-appropriate interactiveness in a variety of settings [see Community Integration Attachment in Appendix C].

Admission of a child for psychiatric inpatient treatment is most appropriately based on a diagnosis by a certified child and adolescent psychiatrist. In the absence of a child and adolescent psychiatrist, a diagnosis may be appropriately provided by a Board Certified psychiatrist. When a certified psychiatrist is not available, a diagnosis may be provided by a Board eligible psychiatrist or a licensed physician contingent on confirmation by a Board Certified psychiatrist within forty-eight (48) hours of admission, or as indicated by the regulations governing this service. However, any time the most appropriate specializing physician is unavailable to perform the necessary diagnostic services, this should be documented and explained.

Diagnostic references for the purpose of the documentation below must conform to the most current edition of the Diagnostic and Statistical Manual (DSM).

ADMISSION CRITERIA

(Must meet I and II)

I. DIAGNOSTIC EVALUATION AND DOCUMENTATION

A. Presenting illness is diagnosed on DSM IV Axis I or Axis II, as part of a complete multiaxial, face-to-face diagnostic examination (ID or D&A cannot stand alone) and in accordance to ICD-9 codes, by a licensed physician[1] contingent on confirmation by a child and adolescent psychiatrist or Board Certified psychiatrist within forty-eight (48) hours of admission.

AND

B. Psychiatric Inpatient Treatment is prescribed by the diagnosing psychiatrist, and/or as required by Pennsylvania regulation, indicating that this is the most appropriate, and least restrictive service to meet the mental health needs of the child;

AND

[1] Diagnosis by a resident physician with training license must receive confirmation within 24 hours.

C. Documentation in the current psychiatric evaluation that the treatment, 24-hour supervision, and observation, provided in the Psychiatric Inpatient setting, are necessary as a result of:

-severe mental illness or emotional disorder, *and/or*
-behavioral disorder indicating a risk for safety to self/others;

AND

D. Based on the patient's current condition and current history, reasonable, documented treatment within a less restrictive setting has been provided by a mental health professional, and*/or* careful consideration of treatment within an environment less restrictive than that of a Psychiatric Inpatient Hospitalization, *and* the direct reasons for its rejection, have been documented;

AND

E. A complete strengths-based evaluation, including identifying the strengths of child's family, community, and cultural resources, must be completed prior to admission, or within 120 hours in the event of an emergency admission.

II. SEVERITY OF SYMPTOMS

A. Significant risk of danger is assessed for any of the following,
1. child HARMING SELF
2. child HARMING OTHERS
3. DESTRUCTION TO PROPERTY which is:
    a. life-threatening, *OR*
    b. in combination with "B", "C", or "D" below;

OR

B. There is an acute occurrence or exacerbation of impaired judgement or functional capacity and capability, for the child's developmental level, that interpersonal skills, and/or self-maintenance in home/school/community is/are severely compromised;

OR

C. There are endangering complications in *either* of the following:

1. *complications* of the child's psychiatric illness *or* treatment would seriously threaten the child's health safety due to a lack of capacity for self-care; *OR*
2. due to a *coexisting medical condition* where the child has a medical condition or illness which, as a result of a psychiatric condition, cannot be managed in a less intensive level of care without significant risk of medical crisis or instability;

OR

D. The severity of the child's symptoms are such that continuation in a less intense level of care cannot offer either an expectation of improvement, or prevention of deterioration, as identified in the above three categories of "II."

Requirements for Continued Stay

(Must meet I and II. Complete documentation for each is required, and additional documentation as indicated in Appendix B.)

I. DIAGNOSTIC EVALUATION AND DOCUMENTATION

A. The initial evaluation and diagnosis is updated and revised as a result of a face-to-face diagnostic examination by the treating psychiatrist;

AND

B. Continued Psychiatric Inpatient Treatment is prescribed by the diagnosing psychiatrist, and/or as required by Pennsylvania regulation, indicating and documenting that this is the least restrictive, appropriate service to meet the mental health needs of the child, and the discharge implementation plan;

II. SEVERITY OF SYMPTOMS

A. Severity of illness indicators and updated treatment plan support the likelihood that: *substantial benefit* is expected as a result of continued active intervention in a psychiatric inpatient setting, without which there is *great risk of a recurrence of symptoms*; *OR severity is such that treatment cannot be safely delivered at a lesser level of care, necessitating hospitalization;*

AND

B. Although child is making *progress toward goals* in the expected treatment process, further progress must occur before transition to a lesser level of care is advisable. The necessary changes must be identified in an updated treatment plan, and the treatment team review must recommend continued stay;

OR

C. The symptoms or behaviors that required admission, *continue with sufficient acuity* that a less intensive level of care would be insufficient to stabilize the child's condition;

OR

D. Appearance of *new symptoms* meeting admission criteria.

III. DISCHARGE CRITERIA

A child not meeting criteria as established in Section II, SEVERITY OF SYMPTOMS, of the CONTINUED STAY CRITERIA, must be discharged.

Admission of a child to a JCAHO Accredited Residential Treatment Facility is most appropriately based on a diagnosis by a certified child and adolescent psychiatrist. In the absence of a child psychiatrist a diagnosis may be appropriately provided by a Board Certified psychiatrist. However, any time the most appropriate specializing physician is unavailable to perform the necessary diagnostic services, this should be documented and explained. Admission to a Non-JCAHO Accredited Residential Treatment Facility is most appropriately based on a diagnosis as described above for JCAHO accredited facilities, or by a licensed psychologist specializing in treatment for children and adolescents.

Diagnostic references for the purpose of the documentation below must conform to the most current edition of the Diagnostic and Statistical Manual (DSM).

ADMISSION CRITERIA

(Must meet I *and* II or III)

I. DIAGNOSTIC EVALUATION AND DOCUMENTATION

A. Diagnosis on DSM IV Axis I or Axis II, as part of a complete multiaxial, face-to-face diagnostic examination (ID or D&A cannot stand alone) and in accordance to ICD-9 codes, by a psychiatrist (as defined in 55 Pa. Code § 5200.3) for JCAHO accredited facilities, or by a psychiatrist or a licensed psychologist for Non JCAHO accredited facilities;

AND

B. Residential Treatment service is prescribed by the diagnosing psychiatrist or psychologist, as appropriate to the accreditation of the facility, indicating that this is the most appropriate, least restrictive service to meet the mental health needs of the child;

AND

C. Documentation in the current psychiatric/psychological evaluation[2] that the treatment, 24-hour supervision, and observation, provided in the Residential Treatment setting, are necessary as a result of:

- severe mental illness or emotional disorder, *and/or*
- behavioral disorder indicating a risk for safety to self/others;

AND

D. Reasonable, documented treatment within a less restrictive setting has been provided by a mental health professional, *and/or* careful consideration of treatment within a less restrictive environment than that of a Residential Treatment Facility, *and* the direct reasons for its rejection, have been documented;

AND

E. Placement in a Residential Treatment Facility must be recommended as the least restrictive and most clinically appropriate service for the child, by an interagency service planning team as currently required by the OMHSAS and OMAP. Following PA School Code, Sections 1306-1309 and 2561, when a child is removed from the school setting for the purpose of receiving mental health treatment, it is expected that the appropriate school system will be involved in the child's educational planning and the interagency team. In the event that conditions prevent the possibility of parental or child involvement, attempts to involve the child and parents and/or reasons explaining their non-involvement must be fully documented and presented to an interagency team;

AND

F. A complete strengths-based evaluation, including identifying the strengths of child's family, community, and cultural resources, must be completed prior to admission.

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[2] A current psychiatric/psychological evaluation is one which has been conducted within sixty (60) days prior to admission to the program. A psychiatric/psychological evaluation for a child placed on a waiting list during which time the thirty (30) day maximum has passed, shall continue to be "current" for an additional thirty (30) days.
(updated 9/10/09)

II. SEVERITY OF SYMPTOMS

The child's problematic behavior *and/or* severe functional impairment discussed in the presenting history *and* psychiatric/psychological examination must include at least one (1) of the following:

A. Suicidal/homicidal ideation

B. Impulsivity and/or aggression

C. Psycho-physiological condition (i.e.- bulimia, anorexia nervosa)

D. Psychomotor retardation or excitation.

E. Affect/Function impairment (i.e.- withdrawn, reclusive, labile, reactivity)

F. Psychosocial functional impairment

G. Thought Impairment

H. Cognitive Impairment

III. OBSERVATION

The child's problematic behavior *and/or* severe functional impairment discussed in the presenting history *and* psychiatric/psychological examination requires further observation for clarification under section II. Allowable for up to fifteen (15) calendar days within which time the examining psychiatrist/psychologist must clarify the criteria for admission under II *AND/OR* recommend development of a discharge plan. Should it be found that the child does not fit the criteria for admission, an appropriate discharge plan is to be developed with the interagency team, and the child discharged under the provisions of that plan.

A. Troubling symptoms of the child which have been described by members of the family (and/or representatives of the community or school), persist but,

- they are not observed on a psychiatric inpatient unit, *or*
- they are denied by the child in outpatient or partial hospitalization treatment,

such that the residential treatment milieu provides an ideal opportunity to observe and treat the child;

OR

B. Child's symptoms have not sufficiently improved despite responsible comprehensive treatment at a lower level of care, which has involved the participation of an interagency team.

REQUIREMENTS FOR CONTINUED STAY

(Must meet I and II)

I. DIAGNOSTIC EVALUATION AND DOCUMENTATION (see also, Appendix A)

A. The initial evaluation and diagnosis is updated and revised as a result of a face-to-face diagnostic examination by the appropriate treating psychiatrist or psychologist;

AND

B. Less restrictive treatment environments have been considered in consultation with the Interagency Service Planning Team;

AND

C. There is the clinically determined likelihood of substantial benefit as a result of continued active intervention in the Residential Treatment setting, without which there is great risk of a recurrence of symptoms;

AND

D. Any other clinical reasons supporting the rejection of other alternative services in favor of continuing Residential Treatment;

AND

E. Residential Treatment service is prescribed by the diagnosing psychiatrist/psychologist following a current face-to-face psychiatric evaluation, indicating and documenting that this is the least restrictive, appropriate service to meet the mental health needs of the child, and the discharge implementation plan.

II. . SEVERITY OF SYMPTOMS

A. Severity of illness indicators and updated treatment plan support the likelihood that: *substantial benefit* is expected as a result of continued active intervention in a psychiatric residential treatment setting, without which there is *great risk of a recurrence of symptoms*; *OR severity is such that treatment cannot be safely delivered at a lesser level of care;*

AND

B. The treatment team review recommends continued stay, documenting the need for the child's further improvement, with the corresponding modifications in both treatment plan and the discharge goals;

AND

C. Although child is making *progress toward goals* in the expected treatment process, further progress must occur before transition to a lesser level of care is advisable. The necessary changes must be identified in an updated treatment plan, and the treatment team review, in conjunction with an interagency team, must recommend continued stay;

OR

D. The symptoms or behaviors that required admission, *continue with sufficient acuity* that a less intensive level of care would be insufficient to stabilize the child's condition;

OR

E. Appearance of *new symptoms* meeting admission criteria.

III. DISCHARGE CRITERIA

A. A child admitted under Sections I and III only, of the ADMISSION CRITERIA must be discharged within fifteen (15) calendar days of admission, unless a subsequent face-to-face psychiatric evaluation clarifies child's eligibility under Section II.

B. A child not meeting criteria as established in Section II, SEVERITY OF SYMPTOMS, of the CONTINUED STAY CRITERIA, must be discharged.

Admission of a child to a Partial Hospitalization Program is most appropriately based on a diagnosis by a certified child and adolescent psychiatrist. In the absence of a child and adolescent psychiatrist, a diagnosis may be appropriately provided by a Board-Certified psychiatrist. A diagnosis may otherwise be provided as indicated by the regulations governing this service. However, any time the most appropriate specializing physician is unavailable to perform the necessary diagnostic services, this should be documented and explained.

Diagnostic references for the purpose of the documentation below must conform to the most current edition of the Diagnostic and Statistical Manual (DSM).

ADMISSION CRITERIA

(Must meet I *and* II or III)

I. DIAGNOSTIC EVALUATION AND DOCUMENTATION

A. Diagnosis on DSM IV Axis I or Axis II as part of a complete multiaxial diagnostic examination (ID or D&A cannot stand alone) by a psychiatrist or psychologist (as defined in 55 Pa. Code § 5200.3);

AND

B. Behaviors which indicate a risk for safety to self/others, and/or decreased functioning for the child's developmental level, such that:
   1. this behavioral disturbance requires regular observation and treatment, but does not require 24-hour supervision, *and*
   2. reasonable treatment within a less restrictive setting has been attempted by a mental health professional, *or* treatment in a less restrictive setting has been considered and documented, but is rejected directly in favor of partial hospital treatment;

AND

C. Partial hospitalization must be recommended as the most clinically appropriate and least restrictive service available for the child, by the *treatment team* [as described in 55 Pa. Code § 5100.2.] to also include: child, parent/guardian and/or caretaker, and case manager;

AND

D. Removal of a child from his/her regular classroom for all or part of the school day necessitates the incorporation of an interagency planning team (in accordance with 55 Pa. Code § 5210.24 (b)), except when partial provides acute hospital diversion. [The interagency planning team must include the appropriate representative from the child's local school in compliance with PA School Code, Sections 1306-1309 and 2561, and establish that the child's mental health needs cannot be otherwise met with appropriate supports in a school setting];

AND

E. A treatment plan [See 55 Pa. Code § 5210.35], to include a complete strengths-based assessment of the child, including identifying the strengths of child's family, community, and cultural resources, can be completed prior to admission or within five (5) days of service in the partial hospitalization program;

AND

F. In the event that conditions prevent the possibility of parental or child involvement, attempts to involve the child and parents, and/or reasons explaining their non-involvement, must be fully documented and presented to the interagency team.

II. SEVERITY OF SYMPTOMS

The child's problematic behavior *and/or* severe functional impairment discussed in the presenting history *and* psychiatric examination must include at least one (1) of the criterion in A through F with a severity level as indicated in "B" above.

A. Suicidal/homicidal ideation

B. Impulsivity and/or aggression

C. Psycho-physiological condition (i.e.- bulimia, anorexia nervosa)

E. Affect/Function impairment (i.e.- withdrawn, reclusive, labile, reactivity)

F. Psychosocial functional impairment

G. Thought Impairment

H. Cognitive Impairment

III. OBSERVATION

The child's problematic behavior *and/or* severe functional impairment discussed in the presenting history *and* psychiatric examination requires further observation for clarification under section II. Allowable for up to fifteen (15) calendar days within which time the examining psychiatrist must clarify the criteria for admission under II *AND/OR* recommend development of a transition plan. Should it be found that the child does not fit the criteria for admission, an appropriate transition plan is to be developed with the interagency team, and the child discharged under the provisions of that plan.

A. Troubling symptoms of the child which have been described by members of the family (and/or representatives of the community or school), persist but,
   - they are not observed on a psychiatric inpatient unit, *or*
   - they are denied by the child in outpatient treatment,

   such that the day treatment milieu and return to home environment daily, provides an ideal opportunity to observe and treat the child;

OR

B. Child's symptoms have not sufficiently improved despite responsible comprehensive treatment at a lower level of care, which has involved the participation of an interagency team in planning, coordinating and providing this treatment, and the interagency team currently recommends this level of treatment.

REQUIREMENTS FOR CONTINUED STAY

(Must meet I and II)

I. DIAGNOSTIC EVALUATION AND DOCUMENTATION (see also, Appendix A)

A. The initial evaluation and diagnosis is updated and revised as a result of a current face-to-face diagnostic examination by the treating psychologist or psychiatrist;

AND

B. Less restrictive treatment modalities have been considered;

AND

C. There is the clinically determined likelihood of substantial benefit as a result of continued active intervention in the Partial Hospitalization Program, without which there is great risk of a recurrence of symptoms;

AND

D. Any other reasons supporting the rejection of other alternative services in favor of continuing Partial Hospitalization;

II. SEVERITY OF SYMPTOMS

A. Severity of illness indicators and updated treatment plan support the likelihood that: *substantial benefit* is expected as a result of continued active intervention in a partial hospitalization program, without which there is *great risk of a recurrence of symptoms*; *OR severity is such that treatment cannot be safely delivered at a lesser level of care;*

B. The treatment team review recommends continued stay, documenting the need for the child's further improvement, with the corresponding modifications in both treatment plan and the discharge goals;

AND

C. Child is making *progress toward treatment goals* in the expected treatment process as evidenced by reductions in the problematic signs, symptoms, and/or behaviors the child presented upon admission; and the treatment team or interagency team review recommends continued stay, documenting the need for further improvement and the corresponding modifications in both treatment plan and the discharge goals;

OR

D. The symptoms or behaviors that required admission, *continue with sufficient acuity* that a less intensive level of care would be insufficient to stabilize the child's condition;

OR

E. The appearance of *new problems, symptoms, or behaviors* meet the admission criteria.

III. DISCHARGE CRITERIA

A. A child admitted under Sections I and III only, of the ADMISSION CRITERIA must be discharged within fifteen (15) calendar days of admission, unless a subsequent face-to-face psychiatric evaluation clarifies child's eligibility under Section II.

B. A child not meeting criteria as established in Section II, SEVERITY OF SYMPTOMS, of the CONTINUED STAY CRITERIA, must be discharged.

Admission of a child for Psychiatric Outpatient Treatment (clinic) is most appropriately based on a diagnosis by a certified child and adolescent psychiatrist. In the absence of a child and adolescent psychiatrist, a diagnosis may be appropriately provided by a Board-Certified psychiatrist. A diagnosis may otherwise be provided by a developmental pediatrician or otherwise as indicated by the regulations governing this service. However, any time the most appropriate specializing physician is unavailable to perform the necessary diagnostic services, this should be documented and explained.

Diagnostic references for the purpose of the documentation below must be from the most current edition of the Diagnostic and Statistical Manual (DSM).

ADMISSION CRITERIA

(Must meet I and II)

I. DIAGNOSTIC EVALUATION AND DOCUMENTATION

A. Diagnosis on DSM IV Axis I or Axis II, as part of a complete multiaxial, face-to-face assessment (ID or D&A cannot stand alone), by a Mental Health Professional (as defined under 55 Pa. Code § 5200.3) and reviewed and approved as outlined in 55 Pa. Code § 5200.31);

AND

B. Behaviors indicate *minimal* risk for safety to self/others and child must not require inpatient treatment or a psychiatric residential treatment facility.

II. SEVERITY OF SYMPTOMS

A. Service must be recommended as the most clinically appropriate and least restrictive service available for the child, by the *treatment team director* [described in 55 Pa. Code § 5100.2], as informed by the *treatment team* [described in 55 Pa. Code § 5210.34]. Parent(s)/guardian(s), and/or caretaker, as appropriate, case

manager (when one is assigned) and the child must be involved in the planning process. Where a parent or the child are not or cannot be involved, the attempts to involve either or both and the reasons for non-involvement must be documented. *The treatment team should otherwise recommend the most appropriate alternatives should treatment at an outpatient clinic not be recommended*;

AND

B. There is serious and/or persistent impairment of developmental progression and/or psychosocial functioning due to a psychiatric disorder, requiring treatment to alleviate acute existing symptoms and/or behaviors; or to prevent relapse in the child with symptoms and/or behaviors which are in partial or complete remission;

OR

C. Significant psychosocial stressors and/or medical condition increasing the risk that the child's functioning will decrease for his/her developmental level;

OR

D. Symptoms improve in response to comprehensive treatment at a higher level of care, but child is still in need of outpatient treatment to sustain and reenforce stability;

OR

E. Requires prescription and monitoring of medications to mitigate the effects of the child's symptoms.

REQUIREMENTS FOR CONTINUED STAY

(Must meet I and II)

I. DIAGNOSTIC EVALUATION AND DOCUMENTATION

A. Revised and updated diagnosis by a Mental Health Professional (as defined under 55 Pa. Code § 5200.3) and reviewed and approved as outlined in 55 Pa. Code § 5200.31;

AND

B. There is significant family (including the child) cooperation and involvement in the treatment process, except where the involvement of family members other than the child would be clinically counter-productive or legally prohibited.

II. SEVERITY OF SYMPTOMS

A. Child is making *progress toward goals*, and the treatment team review recommends continued stay;

OR

B. The *presenting conditions, symptoms or behaviors continue* such that natural community supports alone are insufficient to stabilize the child's condition;

OR

C. The appearance of *new problems*, *symptoms*, or behaviors meet the admission criteria.

III. DISCHARGE CRITERIA

A child not meeting criteria as established in Section II, SEVERITY OF SYMPTOMS, of the CONTINUED STAY CRITERIA, must be discharged.

FUNCTION OF THE FOUR SERVICES

Inpatient Hospitalization:

- Inpatient hospitalization provides a locked setting for the delivery of acute care.

- Inpatient hospitalization combines security and restrictiveness with intensive treatment, for the purpose of ameliorating symptoms and reducing the need for such intensity of service by establishing within the child the self-control a n d ***/or*** capacity for constructive expression and more adaptive interpersonal skills necessary to continue treatment in a more natural and less restrictive setting.

- Inpatient hospitalization provides service for children with serious mental and/or serious emotional or behavioral problems who require the coordinated, intensive and comprehensive treatment available from a multi-disciplinary team within a secure setting.

- The inpatient hospitalization process and treatment must meet the conditions set forth in the MH/ID Act of 1966 and the MH Procedures Act of 1976.

- Treatment components include: major diagnostic assessments, medical and psychiatric treatment, and psychosocial rehabilitation (to include educational components, as appropriate to the child's development).

Residential Treatment Facilities:

- Residential Treatment Facilities provide a safe environment within a restrictive setting for the delivery of psychiatric treatment and care. However, it is an unlocked, and otherwise, less restrictive, more flexible alternative than inpatient hospitalization for the delivery of acute care and for the provision of transitional care from an acute inpatient setting.

- Residential Treatment Facilities offer the comprehensive and intense services needed for the purpose of ameliorating symptoms, by establishing within the child the self-control, the capacity for constructive expression, and the adaptive interpersonal skills necessary to continue in a more natural and less restrictive setting.

- Residential Treatment Facilities provide service for children with serious mental and/or serious emotional or behavioral problems who require the coordinated, intensive and comprehensive treatment available from a multi-disciplinary team within a structured, residential setting.

- Treatment components include: major diagnostic assessments, psychiatric and other medical treatment, and psychosocial rehabilitation. Psychosocial rehabilitation is an important vehicle through which psychiatric residential treatment facilities provide culturally competent service. These services provide the child with community linkages and the real world competency necessary for his/her successful return to the community.

- Residential Treatment Facilities must collaborate with the school district of residency, and, if different, the school district where the child in treatment is enrolled, to ensure the child receives educational instruction in the least restrictive setting appropriate to meet their needs while accommodating their behavioral and psychiatric difficulties (see Commonwealth of Pennsylvania, OMH-95-07; BEC 19-93; OCYF.

- Parents/guardians are actively involved in the treatment planning process and provided the opportunity to address the treatment of the child in the broader context of the family system. They may receive other additional supports necessary to develop the therapeutic environment the child needs to return home or to other community settings, including training and family therapy. Also, parents/guardians are to be informed of the appropriate parent support and advocacy groups available [see addendum], or any other involvement consistent with the applicable regulations.

Partial Hospitalization Programs:

- Partial hospitalization provides a less restrictive, more flexible alternative than inpatient hospitalization for the delivery of acute care, *by providing* transitional and diversionary care from an acute inpatient setting.

- Partial hospitalization provides a short-term, intensive outpatient treatment as a transition to Outpatient Clinic services. Its purpose is to reduce the child's need for restrictive therapeutic settings for treatment, and help the child develop the necessary self-control *and/or* capacity for constructive expression, including more adaptive interpersonal skills, to make the transition to interacting more fully in family and community environments.

- Partial hospitalization provides service for children with serious mental and/or psychosocial disorders who require the coordinated, intensive and comprehensive treatment available from a multi-disciplinary team within a single setting (see **"Settings"** below).

- Partial hospitalization provides day, after school**,** weekend, and evening service for children with mental and/or psychosocial disorders, so that :
  - the child receives the additional support necessary to interact effectively and cooperatively with family members, thereby helping to insure the family bond;
  - parents/guardians can receive family therapy/treatment consistent with the treatment of their child.

- Partial hospitalization uses group approaches to the treatment of children with serious mental and/or psychosocial disorders.

- Treatment components include: major diagnostic assessments, medical and psychiatric treatment, psychosocial rehabilitation (to include educational and prevocational components, as appropriate to the child's development), individual and group therapies and opportunities for family therapy. Recognizing the responsibility of the school districts to provide an educational program for all children, full day or school day partial hospitalization programs must collaborate with the school district of residency and the school district where the child in treatment is enrolled, to incorporate an educational program within the therapeutic milieu.

Program Range- Partial hospitalization programs vary in the intensity and purpose of the services offered. The range of programs includes, on the one end, those serving a more acute population as a step-down from inpatient treatment, or as a preventive for a more restrictive treatment setting. On the other end are programs serving those with more long standing impairments, where clinical judgement suggests that partial hospitalization is therapeutically necessary to return the child or maintain the child in a stable condition while providing effective treatment.

Settings- Child partial hospitalization programs serve a range of age groups from pre-school to late teens, and they also occur in a variety of settings.

Typical settings may be characterized individually or in combination by place, such as, school settings, clinics, and free-standing units; by specified time of service, such as, morning, afternoon, all day, after-school, and evening, and some have 24 hour emergency phone service; and by established age categories, such as, pre-school, children, and adolescents. In those provided in public and private school settings serving the general population, the school system and the mental health system collaborate closely in meeting the educational and mental health needs of the child. Many facilities described as "free-standing" are designed specifically for those

children who require a secure setting for mental health treatment, and the coordination of education and treatment in the same setting. In other settings, such as a mental health agency, the educational component must be designed and developed to meet the child's needs in collaboration with the mental health agency.

Outpatient Treatment:

- Provision of services which are less restrictive, more flexible yet effective supports for patients discharged from in-patient or partial hospitalization. In this way outpatient services provide for the delivery of transitional care from a more restrictive setting.

- Prevent the need for more intense services, or accompany more enhanced or community based services, to help the child develop the necessary self-control, *and/or* capacity for constructive expression, including cultivating more adaptive interpersonal skills for effective participation in the child's natural setting.

- Provision of service for children with mental and/or psychosocial disorders who require the periodic support provided by this treatment, to remain stable and ensure the effectiveness of a treatment plan.

- Provision of after school service for children with mental and/or psychosocial disorders, so that :
  - parents/guardians can receive the additional support necessary to maintain a therapeutic environment for the child;
  - parents/guardians can receive family therapy consistent with the treatment of their child.

  Should service require removing the child during regular school hours, this service, and any subsequent plan to continue service during this time, must be documented with an explanation of the child's condition which necessitates such intervention.

- Treatment components include: major diagnostic assessments, medical and psychiatric treatment. Recognizing the responsibility of the Department of Education to provide an educational program for all children, the therapist must collaborate with the school or school district, but only when appropriate and as necessary to assist in the child's Individualized Education Plan when one has been or should be developed. Where such collaboration is problematic, the reasons must be clearly documented.

Treatment Range- Outpatient treatment varies in both intensity and purpose. Intensity may be reflected in the number and length of visits as well as the duration and types of service offered. The range of service provides support for a more acute population and for those without long standing impairments, where clinical judgement suggests that outpatient treatment is therapeutically necessary to return the child to or maintain the child in a stable condition. Outpatient treatment may serve as a step-down from inpatient treatment and partial hospitalization, and to prevent the need for a more restrictive treatment setting. It also serves children, and their families, experiencing distress who may need the support of short term services to ameliorate the presiding condition or stress.

Outpatient treatment is clearly identified by the setting from which it is offered. In concordance with 55 Pa. Code Chapter 5200 *Psychiatric Outpatient Clinics*, the domain of this level of treatment for the scope of this document is the clinic, exclusive of partial hospitalization and other day-treatment programs.

Continued Stay Service Documentation

The following list of information should be documented for all four services.

1. Routine assessments and treatment updates chart child's progress.

2. The establishment and documentation of active treatment must include, the implementation of the treatment plan, the therapy provided, documentation of the family's participation and interagency collaboration, cultural competency, and active discharge planning.

3. Current active treatment is focused upon stabilizing or reversing symptoms necessitating admission.

4. Current active treatment is focused on ameliorating symptoms and increasing the child's level of functioning.

5. The level of professional expertise and intervention are appropriate to address the child's current condition(s).

6. The initial discharge criteria formulated for the child have been reviewed and revised, as necessary in the course of developing the discharge plan.

7. The treatment plan and strengths-based evaluation has been updated to reflect the child's progress, medication status, continuing needs and the provider's efforts to meet the identified needs. The treatment plan addresses any necessary supports for the child's successful transition into the community, including mental health and other community-based services, and the natural resources of the family. It incorporates a plan to form appropriate transitional linkages in preparation for discharge to a less restrictive setting.

8. The treatment team programmatically reduces intensity of treatment as the child progresses toward the expected date of discharge, and forms linkages with community and family supports.

9. Type, duration and frequency of services provided to the child, and the outcome of each service must be well documented, i.e.- individual, group and family therapy; education, training and community involvement; family participation in treatment; any special activities; and medication administration and monitoring.

10. As the child improves clinically, active treatment facilitates and increases contact of the child with the community (including home and school) to which the child will return.

11. The provision of services supports the child's involvement in age appropriate activities and interests.

12. In special programs where the child does not attend the local school, there must be a current Individualized Education Plan *and/or* plan to provide the child an educational program in collaboration with the local school or school district on record at the PRTF.

13. Family (parent, guardian or custodian) is actively involved in the treatment planning and/or process. Should conditions prevent the possibility of such involvement, attempts to involve parents and/or reasons explaining their non-involvement must be fully documented and presented to an interagency team.

14. Continued inpatient hospitalization **must** be recommended by the treatment team (to also include child, parent/guardian, case manager [when one is assigned], current treating or evaluating therapist).

15. All appropriate documentation follows the child as the child makes the transition to other therapeutic services, be they more *or* less intense.

Community Integration Questionnaire

1. Are the **child's interest areas?** and **strengths?** documented, with a plan to **explore new interests and strengths** for the child?

2. Have the **child's community and family support network, and cultural resources** been explored for the purpose of involving the child in his/her own community, and recorded?

3. Has there been **recruitment of family members, or other significant individuals,** to participate as designated support persons

4. Do you have a list of the **available services, events and activities** in the community? [Both the child's home community and the community surrounding the therapeutic center, if different].

5. What activities has the child been **involved in** over the past two months? Is there a plan to **continue** this involvement?

6. Does the **treatment plan** include community integrative activities, such as:
   - planned parental supervised activities?
   - age appropriate, child independent participation in planned community activities [such as: Traditional events; school sponsored clubs and gatherings; extra-curricular classes (ie. dance, music, martial arts, etc); church or community center picnic, etc.]?
   - opportunity for child-peer interaction in the community [such as: visits to neighborhood friends (including overnight visits); participation in peer group activities [such as: neighborhood "hoops", stick ball, parties and informal gatherings].
   - [other activities- specify in treatment plan].

   OR, for children who may be more severely impaired:
   - staff oversite of planned parental supervised activities?
   - staff supervised activities for parent/child interaction? for child/community peer interaction?
   - staff supervised activities in the community?
   - planned reentry into the regular classroom (independently, or with a therapeutic staff support)?

7. Do you have a **plan of reinforcement** for a child's successful participation outside of the treatment setting? and a **crisis intervention plan** for the child while outside of the treatment setting?

8. Do the **progress notes** detail the outcome of the home/community integrative activity?

9. Do you have a data gathering form or instrument to **measure the outcome** of a child's participation in a home/community activity?

10. Do you have a **plan to expand** the child's home/community/cultural participation?

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APPENDIX T
Part B (2)

HEALTHCHOICES BEHAVIORAL HEALTH SERVICES
GUIDELINES for BEHAVIORAL HEALTH MEDICAL NECESSITY CRITERIA

CHILDREN AND ADOLESCENTS

The Family Based Mental Health Services Program (1st Edition)

INTRODUCTION:

The Family Based Mental Health Services Program (FBMHS) represents an important option within the array of services for children and adolescents up to age 21, and their families. Utilization of the FBMHS program occurs following referral for this service and the subsequent determination by the FBMHS treatment team that the service is clinically appropriate. FBMHS is available to children who are at risk for out-of-home placement due to a severe emotional or behavioral disorder, or due to a severe mental illness. FBMHS is also used as a step-down for children returning to their family, which may include natural or substitute care families, following out-of-home placement.

These Family Based Mental Health Services Program guidelines for medical necessity (and its subsequent revisions) provide a basis for the referral of children and their families for this service. [See FBMHS program standards in State Plan Under Title XIX of the Social Security Act, Amendment, Effective Date July 1, 1990 Attachment 3.1A, Section 13.(d)(I), available in the HealthChoices Proposers' Library].

PROGRAM PHILOSOPHY & ORGANIZATION:

Consistent with the CASSP/SOC principles and philosophy, the guiding tenets of FBMHS are that children grow-up best in their own home, that the family is a resource and partner in the treatment process, that treatment utilizes strengths in addressing areas of need and concern, and that coordination among other human service systems and with the community is essential. In addition, while the child receives treatment, services also work to enhance the family role as a resource and partner in the treatment process.

The Family Based Mental Health Services Program is a discrete service provided by a team composed of either two child mental health professionals or one child mental health professional and a child mental health worker, which is comprehensive in scope, incorporating intensive home therapy, casework services, family support services and 24 hour, 7 day availability for crisis stabilization. Each team maintains a caseload of up to eight (8) families to ensure the intensity of service and team availability to the families they serve. Team members receive supervision together as an integral part of an ongoing program for the families served. In addition, there is an ongoing training curriculum that extends over a three year period designed specifically for Family Based Mental Health Service Team members.

The service is broadly conceived for flexible use in the home and community. The specific frequency and schedule of face-to-face contacts are developed collaboratively with the family, based on needs at that time. This allows the team to provide for individual family needs when they are closely associated with the child's treatment, such as time for family education/training regarding therapeutic components and skill building for the child and family. The team also works with the family to identify resources available to them. Teams are available to provide 24 hour service, and they also work with other systems when they are involved with the child and family, such as Drug and Alcohol Services, Children and Youth, Juvenile Justice, special education, etc. Clinical treatment within FBMHS is guided by the recognition of the normal growth and development of children at different ages, and supports family caretaking and functioning through collaborative, conjoint family meetings, which can include different combinations of family members and community members as indicated. Due to its commitment to support both the development of children and the integrity of the family, FBMHS, while primarily treatment, also serves a preventive function. The needs of all the children within a family, not just the child in response to whom services were initiated, are actively considered and included as part of the treatment process.

Services offered by the FBMHS program include formal individual and family therapy sessions with the child and/or family. In addition, program service requirements include the following:

- Crisis intervention and stabilization;

- Emergency availability;

- Ongoing information-gathering in support of active treatment;

- Collaborative development and modification of the treatment plan;

- Clinical intervention by each team member with the child in attaining identified treatment goals and objectives within the treatment plan, including: remediation of child's symptoms (i.e. behavioral, affective, cognitive, thought impairments, etc.), improvement of family relationships, community integration, and other aspects of psychosocial competence and skill development in the home, school, or community;

- Support for the parents in implementing effective behavior management and parenting approaches specific to the presenting problems of their child;

- School-based consultation and intervention as needed;

- Referral, coordination, and linkage to other agencies, social services, and community services, as appropriate;

- Assistance in obtaining relief services such as babysitters, homemakers, respite care and supportive services such as transportation and recreation, and developing a network in order to receive these services.

The Family Support Service (FSS) is a requirement in the Family Based Mental Health Services Program under Health Choices. Family-Based Family Support Services (FBMHS) are formal and informal services or tangible goods which are needed to enable a family to care for and live with a child who has a serious emotional disturbance. FBMHS/FSS include supportive services and tangible goods, which facilitate achievement of the child's treatment goals. If a child is in temporary out-of-home placement, FBMHS/FSS should be used to facilitate the return of the child to the natural family and in this instance should be available to both the natural family as well as the foster family.

A cost component for FBMH/FSS is built into the HealthChoices capitation rate. As such, it is recommended that the provider and the BH-MCO agree to a method for setting aside an appropriate percentage of the FBMHS provider fee for the purchase of services or goods needed to further the child's treatment goals.

The FBMHS budget identifies administrative and program costs which include family support services.

- The FBMHS unit of service is billed for activities or direct services which are provided by the Family-Based team members using existing procedure codes. Only such FBMHS units are reported as encounter data.

- There is no separate reporting requirement for FBMH Family Support Services.

- The provider must have an accounting system that identifies revenue sources and expenditures.

ADMISSION CRITERIA

(Must meet I and II)

I. DIAGNOSTIC EVALUATION AND DOCUMENTATION

A. Diagnosis on DSM IV Axis I or Axis II, as part of a complete multiaxial, face-to-face assessment (ID or D&A cannot stand alone), by a Mental Health Professional (as defined under 55 Pa. Code § 5200.3). A psychiatrist, physician or licensed psychologist determines that the child is eligible and recommends the FBMHS program (State Plan Under Title XIX of the Social Security Act, Amendment, Effective Date July 1, 1990 Attachment 3.1A, Section 13.(d)(I));

AND

B. Other less restrictive, less intrusive services have been provided and continuation in this less intensive level of care cannot offer either an expectation of improvement or prevention of deterioration of the child's and the family's condition;

OR

Child has been discharged from an Inpatient Hospitalization or a Residential Treatment Facility, and other less restrictive, less intrusive services cannot offer either an expectation of improvement or prevention of deterioration of the child's and the family's condition;

AND

C. Behaviors indicate manageable risk for safety to self/others and child must not require treatment in an inpatient setting or a psychiatric residential treatment facility.

II. SEVERITY OF SYMPTOMS

A. Treatment is determined by the treatment team to be necessary in the context of the family in order to effectively treat the child,

AND

1. the family recognizes the child's risk of out of home placement and the problem of maintaining their child at home without intensive therapeutic interventions in the context of the family;

AND/OR

2. the child is returning home and FBMHS is needed as a step down from an out-of-home placement;

AND

B. The child's problematic behavior and/or severe functional impairment discussed in the presenting history and psychiatric/psychological examination must include at least one (1) of the following:

1. Suicidal/homicidal ideation
2. Impulsivity and/or aggression
3. Psycho-physiological condition (i.e.- bulimia, anorexia nervosa)
4. Psychomotor retardation or excitation.
5. Affect/Function impairment (i.e.- withdrawn, reclusive, labile, reactivity)
6. Psychosocial functional impairment
7. Thought Impairment
8. Cognitive Impairment

AND

C. Following referral, service must be recommended as the most clinically appropriate and least restrictive service available for the child, by the FBMHS treatment team. Parent(s)/guardian(s), and/or caretaker, as appropriate, case manager (when assigned) and the child must be involved in the planning process;

AND

D. There is serious and/or persistent impairment of developmental progression and/or psychosocial functioning due to a psychiatric disorder or serious emotional disturbance, requiring treatment in the home and family involvement to alleviate acute existing symptoms and/or behaviors; or to prevent relapse in the child with symptoms and/or behaviors which are in partial or tentative remission;

OR

E. There is an exacerbation of severely impaired judgement or functional capacity and capability, for the child's developmental level, such that interpersonal skills, and/or self-maintenance in the home is severely compromised, and intervention involving the child and family is necessary;

OR

F. Significant psychosocial stressors are affecting the child and the family as a whole, increase the risk that the child's functioning will decrease for his/her developmental level;

OR

G. Symptoms improve in response to comprehensive treatment at a higher level of care, but child needs FBMHS to sustain and reinforce stability while completing the transition back to home and community.

REQUIREMENTS FOR CONTINUED CARE

(Must meet I and II)

I. DIAGNOSTIC EVALUATION AND RECOMMENDATION

A. Recommendation to continue FBMHS must occur:

1. by the treatment team every 30 days through an updated and revised treatment plan, and

2. by a psychiatrist, licensed psychologist, or physician at the end of 32 weeks, with an updated diagnosis;

AND

B. There is significant family (including the child) cooperation and involvement in the treatment process.

AND

C. An updated treatment plan by the treatment team indicates child's progress toward goals, the progress of the child and family as a unit, and revision of goals to reflect documented changes, and the child and family involvement in the treatment planning process.

II. SEVERITY OF SYMPTOMS

A. Child and the family are making progress toward goals, and the treatment team review recommends continued stay;

OR

B. The presenting conditions, symptoms or behaviors continue, such that family and natural community supports alone are insufficient to stabilize the child's condition;

OR

C. The appearance of new conditions, symptoms or behaviors meeting the admission criteria.

III. SUPPORT CRITERIA

The on-site clinical expertise necessary must be available as appropriate to the SEVERITY OF BEHAVIORS. There must be family commitment to the treatment process of the child or adolescent. The treatment must support community integrative objectives including development of the child/adolescent's network of personal, family, and community support.

IV. CONTINUED CARE DOCUMENTATION

A. Child must be reevaluated every 30 days for the purpose of updating the treatment plan and continue to meet Requirements for Continued Care.
   1. The review of the child being served must:
      a. clarify the child's progress within the family context and progress toward developing community linkages; and
         1) clarify the goals in continuing FBMHS; and
         2) the need for continuing FBMHS if continuation beyond 32 weeks is recommended; and
      b. whenever FBMHS service is considered for a term greater than 32 weeks:
         1) a psychiatrist, licensed psychologist, or physician must update the diagnosis; and
         2) review includes consideration/evaluation of alternative Levels of Care, therapeutic approaches, informal approaches, and resources; and

B. Child demonstrates:
   1. measured improvement *and/or* begins to demonstrate alternative/replacement behaviors (document indicators in the evaluation); *or*
   2. increased *or* continued behavioral disturbance with continued expectation for improvement (indicate rationale in the treatment plan);

and

C. Treatment plan is addressing the behavior within the context of the child's problem and/or contributing psychosocial stressor(s)/event(s);

and

D. Treatment plan is updated to reflect recommendation to continue care.

V. DISCHARGE AND SERVICE TRANSITION GUIDELINES

A. The treatment team, determines that FBMHS:

1. up to 32 weeks of FBMHS services has been completed; and/or
2. the service results in an expected level of stability and treatment goal attainment for the intervention such the child meets:
   a. expected behavioral response, and/or
   b. the FBMHS program is no longer necessary in favor of a reduced level of support provided by other services, or
3. FBMHS should be discontinued because it ceases to be effective, requiring reassessment of services and alternative planning prior to offering further FBMHS; or
4. creates a service dependency interfering with the family-child development and the development of the child's progress toward his/her highest functional level; requiring reassessment of the treatment plan and careful analysis of the benefits derived in light of the potential for problems created;

OR

B. The parent/guardian (or other legally responsible care giver if applicable) or adolescent (14 years old or older) requests a reduction in service or complete termination of the service.

TABLE OF FAMILY BASED MENTAL HEALTH SERVICES PROGRAM ADMISSION CRITERIA

Family Based Mental Health Services (Must meet I/II and III)
I. & II. [Combined] DIAGNOSTIC INDICATORS [Axis I or Axis II; D&A on Axis I, and ID on Axis II do not stand alone] (Must meet A, B, C & D)
A. Service must be recommended as the most clinically appropriate for the child, by the prescriber, as informed by the treatment team as an alternative to out-of-home placement or as a step down from inpatient hospitalization or Residential Treatment, **or** as a result of little or no progress in a less restrictive/intrusive service,
AND
B. Severe functional impairment is assessed in the child's presenting behavior. The intensity of service is determined on an individualized basis according to the following parameters: severity of functional impairments, risk of out-of-home placement, and risk of endangerment to self, others or property.
1. There is serious and/or persistent impairment of developmental progression and/or psychosocial functioning due to a psychiatric disorder or serious emotional disturbance, requiring treatment to alleviate acute existing symptoms and/or behaviors; or to prevent relapse in the child for the prescribed period of time to allow the therapeutic process to hold its effectiveness with symptoms and/or behaviors which are in partial or complete remission; And
2. Treatment is determined by the treatment team to be necessary in the context of the family in order to effectively treat the child, and a. the family recognizes the child's risk of out-of-home placement and the problem of maintaining their child at home

Family Based Mental Health Services (Must meet I/II and III)
without intensive therapeutic interventions in the context of the family; and/or b. the child is returning home and FBMHS is needed as a step down from an out-of-home placement; and
3. Presence of at least one (1) of the following: a. Suicidal/homicidal threatening behavior or intensive ideation b. Impulsivity and/or aggression c. Psycho-physiological condition (i.e.- bulimia, anorexia nervosa) d. Psychomotor retardation or excitation. e. Affect/Function impairment (i.e.- withdrawn, reclusive, labile, reactivity) f. Psychosocial functional impairment g. Thought Impairment h. Cognitive Impairment And
4. There is an exacerbation of severely impaired judgement or functional capacity and capability, for the child's developmental level, such that interpersonal skills, and/or self-maintenance in home/school /community is/are severely compromised; And
5. Following referral, service must be recommended as the most clinically appropriate and least restrictive service available for the child, by the FBMHS treatment team. Parent(s)/guardian(s), and/or caretaker, as appropriate, case manager (when assigned) and the child must be involved in the planning process; And

Family Based Mental Health Services (Must meet I/II and III)
6. Significant psychosocial stressors are affecting the child and the family as a whole, increase the risk that the child's functioning will decrease for his/her developmental level; Or
7. Symptoms improve in response to comprehensive treatment at a higher level of care, but child needs FBMHS to sustain and reinforce stability while completing the transition back to home and community.
AND
C. Behavior is assessed to be manageable in the home setting, and degree of risk is assessed to be responsive to, and effectively reduced by the implementation of the treatment plan, as a result of:
1. the delivery of the therapy and casework services in the home, required to serve the child's specific treatment needs; And
2. there is documented commitment by the family to the treatment plan And
3. if endangerment/destruction is a relevant feature of the presenting problem, both child or adolescent (age 14+) and family member develop a **safety plan** which, the family member signs.
AND
D. The severity and expression of the child's symptoms are such that:
1. continuation with a less intense level of care cannot offer either an expectation of improvement, or prevention of deterioration, as identified above;

Family Based Mental Health Services

(Must meet I/II and III)

and

2. on-site intervention in the home or community offers a more effective preventive to longer term consequences.

III. SUPPORT CRITERIA

The on-site clinical expertise necessary must be available as appropriate to the SEVERITY OF BEHAVIORS. There must be family commitment to the treatment process of the child or adolescent. The treatment must support community integrative objectives including development of the child/adolescent's network of personal, family, and community support.

IV.CONTINUED CARE

Child must be reevaluated every 30 days for the purpose of updating the child's progress, progress toward developing community linkages, and the necessity for continuing Family Based Mental Health Services in the treatment plan.

A. The review of the child being served must:

1. clarify the child's progress in treatment, within the family context, and toward developing community linkages; and
   a. clarify the goals in continuing FBMHS; and
   b. the need for continuing FBMHS, if continuation beyond 32 weeks is recommended; *and*
2. whenever FBMHS service is considered for a term greater than 32 weeks:
   a. a psychiatrist, licensed psychologist, or physician must revise and/or update the diagnosis; *and*
   b. review includes consideration/evaluation of alternative Levels of Care, therapeutic approaches, informal approaches, and resources;

AND

B. Treatment plan is updated to reflect the recommendation to continue care.

AND

C. Treatment plan addresses the presenting problem within the context of the family and/or contributing psychosocial stressor(s)/event(s); *and*

AND

D. Child demonstrates:

1. measured improvement *and/or* begins to demonstrate alternative/replacement behaviors (document indicators in the evaluation);

or

2. increased *or* continued behavioral or emotional disturbance with continued expectation for improvement (indicate rationale in the treatment plan);

V. DISCHARGE CRITERIA

A. Prescriber, with the participation of the interagency team, determines that:

1. Up to 32 weeks of FBMHS services has been completed;

and/or

2. The service results in an expected level of stability and treatment goal attainment for the intervention such that the child meets:
   a. expected positive behavioral response; *and/or*
   b. FBMHS are no longer necessary in favor of a reduced level of support provided by other services;

or

3. FBMHS should be discontinued because it *ceases to be effective*, requiring reassessment of services and alternative planning prior to authorization of any further Family Based Mental Health Services;

or

4. the services provided create a service dependency interfering with the family-child development and the development of the child's progress toward his/her highest functional level; requiring reassessment of the treatment plan and careful analysis of the benefits derived in light of the potential for problems created;

or

AND

B. The parent/guardian or adolescent, 14 years old or older, requests reduction in service or termination of the service.

HEALTHCHOICES BEHAVIORAL HEALTH SERVICES
GUIDELINES for MENTAL HEALTH SERVICE NECESSITY CRITERIA

CHILD/ADOLESCENT **TARGETED CASE MANAGEMENT SERVICES**

Admission Criteria

An individual who meets the minimum staff requirements for an Intensive Case Manager as defined by 55 Pa. Code Chapter 5221, Mental Health Intensive Case Management; or a Resource Coordinator as defined by Mental Health Bulletin OMH-93-09 —Resource Coordination: Implementation; or a Blended Case Manager as defined by Office of Mental Health and Substance Abuse Bulletin OMHSAS-10-03 Blended Case Management (BCM) – Revised and has received training on the use of the environmental matrix has conducted an evaluation and has determined that:

I. The child/adolescent meets either the eligibility criteria for Resource Coordination Services as defined by Mental Health Bulletin OMH-93-09 —Resource Coordination: Implementation; or Intensive Case Management Services as defined by Chapter 5221, Mental Health Intensive Case Management; or
Blended Case Management as defined by Office of Mental Health and Substance Abuse Bulletin OMHSAS-10-03 Blended Case Management (BCM) – Revised;

or

II. The child/adolescent meets the criteria for serious emotional disturbance (SED) as described in *Federal Register Volume 58 No. 96, May 20, 1993, pages 29422- 29425*;

and

III. The child/adolescent is in need of Targeted Case Management Services as indicated by the evaluation of the functional level through utilization of the Targeted Case Management — Child/Adolescent Environmental Matrix and in conjunction with clinical information and the professional judgement of the reviewer.

Continued Stay and/or Change of Level of Need

The child/adolescent and his/her family and/or guardian, or caregiver/natural support must be reassessed at the point of concurrent review, but no less frequently than six-month intervals, and when there are significant changes in the individual's situation that warrants a change in level of TCM services.

I. The child/adolescent continues to meet either I or II of Admission Criteria.

and

II. The child/adolescent is in need of Targeted Case Management Services as indicated by the evaluation of the functional level through utilization of the *Targeted Case Management — Child/Adolescent Environmental Matrix* and in conjunction with clinical information and the professional judgement of the reviewer

Discharge Indicators

Targeted Case Management may be terminated when one of the following criteria is met:

A. The child/adolescent or family receiving the service determines that targeted case management is no longer needed or wanted and the child/adolescent no longer meets the continued stay criteria; or

B. Determination by the targeted case manager in consultation with his/her supervisor or the director of targeted case management, and with written concurrence by the county administrator that targeted case management is no longer necessary or appropriate for the child/adolescent receiving the service and the child/adolescent no longer meets the continued stay criteria; or

C. The child/adolescent or family receiving the service determines that targeted case management is no longer wanted, even though, the child/adolescent does meet continued stay criteria; or

D. the child/adolescent and family has moved outside of the current geographical service area (e.g., county, state, country).

TCM ENVIRONMENTAL MATRIX —CHILDREN INSTRUCTIONS

The Environmental Matrix — Children is a scale that evaluates the functional and need levels of children and adolescents who are under the age of 18 years old or who are over 18 years of age but who are still attending a school program. *Note: Adolescents age 16 – 22 may be assessed on either the child/adolescent environmental matrix or the adult environmental matrix, depending on the adolescent's current circumstances. The parent/guardian and adolescent, in discussion with the reviewer, should determine which Environmental Matrix will be used.* The child/adolescent and family and/or guardian or care giver/natural support must be assessed in a face to face interview assessment with the evaluator. Cultural competency will be recognized throughout the entire evaluation process and the entire document. Individuals should be reassessed as needed, but no less than every six months. There are ten (10) assessment areas identified in relationship to Targeted Case Management services:

1. Accessing Mental Health Services
2. Informal Support Network Building
3. Education/Vocation
4. Children and Youth System Involvement
5. Juvenile Justice/Criminal Justice System Involvement
6. Parent/Guardian and/or Other Family Members with Significant Family Needs.
7. Drug and Alcohol System Involvement
8. Intellectual Disability System Involvement
9. Physical Health System Involvement 10a. At Risk of Out-of-Home Placement

Or

10b. Currently in RTF, Other Out of Home Placements or Inpatient

Please note: Although items 10a. and 10b. both deal with residential placement, scoring is done for ***only one of the items***, ***either*** item 10a. ***or*** item 10b., since only one of these items can be relevant to the child/adolescent's current residential status.

The scale has a range from 0 to 5 with the following values for each activity:

0	1	2	3	4	5
No assistance needed	Minimum of assistance needed		Needs moderate assistance in this area		Needs significant assistance in this area

All ten assessment areas are ranked on the above scale. The evaluator must complete the environmental matrix in a face-to-face, strengths-based assessment interview with the child/adolescent and his/her family and/or guardian, or care giver/natural support.
Evaluators should incorporate in their assessment a recognition/determination of cultural strengths (i.e., extended family, resourcefulness and responsibility). The evaluator should consider the child's/adolescent's and parent's/guardian's (family) strengths and needs in the following life domains for each assessment area in order to produce a score that reflects the full dimension of need:

. Housing/living situation
. Income/benefits/financial management
. Socialization/support
. Activities of daily living
. Medical treatment

Each assessment area is defined at the " 1", " 3 ", and " 5 " levels (See attached Environmental Matrix) and the subtotal score is divided by 10 to obtain the EM Score (when scoring the individual, refer to the Environmental Matrix TCM Scoring Grid which identifies the expected frequency of TCM contact needed for the individual for that particular assessment area). Scoring levels may be gradated to the 0.5 level only; this allows for minor differentiation of the child's/adolescent's needs without compromising the integrity of the scale.

Looking at the behavior, inclusive of the lowest level of functioning, and situation of the child/adolescent during the last ninety (90) days, rate the child's/adolescent's need for TCM in each of the ten areas. Please note that the rating for each area should be made in whole numbers; in cases where there are extraordinary factors that make the assignment of whole numbers extremely difficult, if not impossible, 0.5 points may be added to or subtracted from the base scores. The sum of the ten (10) scores should
then be taken and divided by 10 and the resulting subtotal score should be reviewed and compared to other known factors that may affect the consumer's need for service.
Note: If a particular assessment area does not apply to the individual being assessed, a score should not be given for that assessment area and the total score should be
divided by the number of assessment areas scored. This should be noted on the scoring sheet. If after averaging the scores, the average is lower by at least 2 points than any one value given in any one assessment area (e.g., if a person's average is 2 and he/she received a score of 4 in any one area), the evaluator must provide written justification for assignment to the level that corresponds to the average, rather than the higher value. The Environmental Matrix score, your *professional judgement* *, and other information (e.g., cultural factors, records of past treatment, etc.) that impacts on the child's/adolescent's level of need should then be considered and the recommended

level of TCM service should be entered on the recommended level of TCM line of the scoring sheet. (These levels are consistent with minimum levels of contact as defined in *Chapter 5221, Intensive Case Management* regulations and bulletin *OMH-93-09, Resource Coordination: Implementation*.) If the recommended level of TCM services differs from the Environmental Matrix Score, the difference must be justified with professional judgement in the "Other Factors/Issues Affecting Score" section of the scoring sheet. **Note: The level of service indicated by the assessment represents the individuals needs at the time of the assessment. Service intensity could change as an individual's needs and/or desires for service change.**
Please note:

ENVIRONMENTAL MATRIX — CHILD/ADOLESCENT
TCM SERVICE SCORING GRID

MATRIX LEVEL	NEED LEVEL	INTENSITY OF CARE
4.0 –5.0	ICM	At least 1 contact every 14 days (Face to face contact strongly recommended).
1.5 –3.9	RC	At least 1 contact every 30 days (Face to Face)
0.0 - 1.4	NO TCM NEEDED	Alternative services may be needed and if necessary, referrals should be made.

* ***professional judgement:*** *opinion based on a thorough and ethical analysis of facts, data, history, and issues in accordance with one's training and experience.*

ACCESSING MENTAL HEALTH SERVICES

Child's/adolescent's mental health problems require mental health services and the family requires help to access them. The TCM should take into consideration that the behavioral health system may pose a number of barriers which serve as obstacles to assessing services (e.g., language, perceived/actual institutional racism/discrimination, the family may mistrust the behavioral health system, the family may lack the capability to access services, the family may lack information, be overwhelmed, poorly informed about the benefits of such services, or intimidated by the system). The TCM is instrumental in assuring that the child/adolescent receives the necessary services for therapy, medication monitoring, etc.

The decision for level of TCM needed in this area must be determined in collaboration with family and/or guardian, or care giver/natural support and child/adolescent.

0	1	2	3	4	5
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

0= Parent/guardian and child/adolescent does not require/desire any assistance in this area.

1= Parent/guardian and child/adolescent requires/desires a minimal level of assistance, guidance and support to obtain mental health and other essential services to meet the child's/adolescent's multiple needs.

3= Parent/guardian and child/adolescent requires/desires a moderate level of assistance, guidance and support to obtain mental health and other essential services to meet the child's/adolescent's multiple needs.

5= Parent/guardian and child/adolescent requires/desires a significant level of assistance, guidance and support to obtain mental health and other essential services to meet the child's/adolescent's multiple needs.

INFORMAL SUPPORT NETWORK BUILDING

The child/adolescent and parent/guardian identifies, communicates, and interacts with family, friends, significant others, and community groups from whom the child/adolescent may gain informal support. Service system barriers and other factors, however, may impede the child/adolescent and parent/guardian from interacting with family, friends, significant others and community groups. The child/adolescent may need assistance to challenge and remove barriers so as to enhance the informal building of supports. The child/adolescent may need the assistance of the targeted case manager and/or others to identify, enhance and/or maintain existing relationships and the encouragement to develop new ones.

The decision for level of TCM needed in this area must be determined in collaboration with family and/or guardian, or care giver/natural support and child/adolescent.

0	1	2	3	4	5
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

0= Parent/guardian and child/adolescent does not require/desire any assistance in this area.

1= Child/adolescent is able to identify and provide meaningful/accurate/relevant information about family, friends, significant others, and social/religious groups with whom he/she interacts and from whom the child/adolescent may gain informal support. The parent/guardian and child/adolescent requires and/or desires minimal assistance, to access and maintain positive relationships with these people and groups who provide personal social support and/or companionship.

3= Child/adolescent needs and/or requests moderate assistance in identifying and communicating with family, friends, significant others, and social/religious groups from whom the child/adolescent may gain informal support. The parent/guardian and child/adolescent requires and/or desires moderate assistance from others in order to enhance and/or maintain existing relationships and to develop new ones.

5= Child/adolescent is unable to identify nor interact with family, friends, significant others, and/or social/religious groups who may serve as personal supports. The child/adolescent has few, if any, personal or familial relationships and is unable/unwilling to interact positively, if at all, with these persons or groups. The parent/guardian and child/adolescent requires and/or desires significant assistance from others to elicit information and support on his/her behalf.

EDUCATION/VOCATION

The need for additional or more appropriate educational and/or vocational services, based on the needs of the child/adolescent, including a more appropriate educational and/or vocational placement, may require school meetings, IEP

meetings, meetings with the Office of Vocational Rehabilitation or other vocational planning or service groups (e.g., vocational service providers), advocacy for the child's/adolescent's needs and providing information to the parent/guardian regarding their rights in determining the appropriate education/vocational setting for their child/adolescent. The child/adolescent should have everything that is necessary to be successful in an educational and/or vocational environment, including access to the family's primary language for all meetings. TCM assists the parent/guardian in accessing educational and/or vocational advocacy and obtaining the appropriate education and/or vocational training for the child/adolescent and offers support in conflicts between the school and parent/guardian concerning the child/adolescent's needs and services to be provided.

The decision for level of TCM needed in this area must be determined in collaboration with family and/or guardian, or care giver/natural support and child/adolescent.

0	**1**	**2**	**3**	**4**	**5**
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

0= Parent/guardian and child/adolescent does not require/desire any assistance in this area.

1= Parent/guardian and child/adolescent requires/desires a minimal level of assistance, guidance and advocacy to obtain support for and to maintain appropriate educational services.

3= Parent/guardian and child/adolescent requires/desires a moderate level of assistance, guidance and advocacy to obtain support for and to maintain appropriate educational services.

5= Parent/guardian and child/adolescent requires/desires a significant level of assistance, guidance and advocacy to obtain support for and to maintain appropriate educational services.

CHILDREN AND YOUTH SYSTEM INVOLVEMENT

TCM may assist family in working with CYS and meeting CYS requirements for the parent/guardian or care giver/natural support and their child/adolescent with serious emotional disturbances. TCM assists the family in responding to the CYS family services plan. TCM may be needed to assure collaboration between the Children and Youth and Mental Health systems and a need for collaboration among multiple providers from these two systems. TCM may also participate in court processes for the family and the child/adolescent.

The decision for level of TCM needed in this area must be determined in collaboration with family and/or guardian, or care giver/natural support and child/adolescent.

0	**1**	**2**	**3**	**4**	**5**
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

N/A= Parent/Guardian and child/adolescent does not need/have involvement with the Children and Youth System.

0= Parent/guardian and child/adolescent does not require/desire any assistance in this area.

1= Parent/guardian and child/adolescent requires/desires a minimal level of assistance, guidance and support from TCM to carry out the goals of CYS plan, maintain a safe and healthy environment and assure child's/adolescent's participation in mental health services.

3= Parent/guardian and child/adolescent requires/desires a moderate level of assistance, guidance and support from TCM to carry out the goals of CYS plan, maintain a safe and healthy environment and assure child's/adolescent's participation in mental health services.

5= Parent/guardian and child/adolescent requires/desires a significant level of assistance, guidance and support from TCM to carry out the goals of CYS plan, maintain a safe and healthy environment and assure child's/adolescent's participation in mental health services.

JUVENILE JUSTICE/CRIMINAL JUSTICE SYSTEM INVOLVEMENT

A child or adolescent with a serious emotional disturbance who demonstrates delinquent behavior and/or is not compliant with probation and mental health service needs may require TCM support in addition to probation services. TCM uses his/her ongoing relationship with the child/adolescent and family to encourage compliance with the probation plan and participation in mental health services. TCM may be needed to assure collaboration between the Juvenile Justice/Criminal Justice and Mental Health systems. The TCM may also participate in court processes with family/juvenile.

The decision for level of TCM needed in this area must be determined in collaboration with family and/or guardian, or care giver/natural support and child/adolescent.

0	1	2	3	4	5
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

N/A= P a r e n t /Guardian and child/adolescent does not need/have involvement with the Juvenile Justice/Criminal Justice System.

0= Parent/guardian and child/adolescent does not require/desire any assistance in this area.

1= Parent/guardian and child/adolescent requires/desires minimal level of assistance, guidance, advocacy, support and TCM involvement to assure child's/adolescent's cooperation with the probation plan.

3= Parent/guardian and child/adolescent requires/desires moderate level of assistance, guidance, advocacy, support and TCM involvement to assure child's/adolescent's cooperation with the probation plan.

5= Parent/guardian and child/adolescent requires/desires a significant level of assistance, guidance, advocacy, support and TCM involvement to assure child's/adolescent's cooperation with the probation plan.

PARENT/GUARDIAN AND/OR OTHER FAMILY MEMBERS WITH SIGNIFICANT FAMILY NEEDS

Other members of the family may have individual needs that have a serious impact on the child/adolescent's ability to function at home and in the community. Other family members may have chronic mental illness, serious emotional disturbances, substance abuse problems, and/or physical illness that combine to compromise caretaker availability to the child. TCM provides culturally consistent and language appropriate service to the child/adolescent and family, assuring access and participation in services, including mental health services.

The decision for level of TCM needed in this area must be determined in collaboration with family and/or guardian, or care giver/natural support and child/adolescent.

0	**1**	**2**	**3**	**4**	**5**
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

0= Parent/guardian and child/adolescent does not require/desire any assistance in this area.

1= Other family members may have mental illness, serious emotional disturbance, physical illness, or substance abuse problems and/or there are significant family needs which may require or the family may desire a minimal level of TCM services to support the family in meeting the child's/adolescent's basic living needs and emotional well-being.

3= Other family members may have mental illness, serious emotional disturbance, physical illness, or substance abuse problems and/or there are significant family needs which may require or the family may desire a moderate level of TCM services to support the family in meeting the child's/adolescent's basic living needs and emotional well-being.

5= Other family members may have a mental illness, serious emotional disturbance, physical illness, or substance abuse problems and/or there are significant family needs which may require or the family may desire a significant level of TCM services to support the family in meeting the child's/adolescent's basic living needs and emotional well-being.

DRUG AND ALCOHOL SYSTEM INVOLVEMENT

TCM assists family in obtaining drug and alcohol treatment for a child/adolescent with serious emotional disturbances and co-occurring drug and alcohol problems and encouraging child/adolescent to accept and comply with these services. The TCM supports the child's/adolescent's participation in all phases of treatment, including aftercare. TCM assists the family in obtaining culturally competent, language appropriate services for the child/adolescent.

The decision for level of TCM needed in this area must be determined in collaboration with family and/or guardian, or care giver/natural support and child/adolescent.

0	**1**	**2**	**3**	**4**	**5**
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

N/A= Parent/Guardian and child/adolescent does not need/have involvement with the Drug and Alcohol System.

0= Parent/guardian and child/adolescent does not require/desire any assistance in this area.

1= Parent/guardian and child/adolescent requires/desires minimal level of assistance, guidance, advocacy, and support to obtain and maintain the child's/adolescent's participation in drug and alcohol services.

3= Parent/guardian and child/adolescent requires/desires moderate level of assistance, guidance, advocacy, and support to maintain the child's/adolescent's participation in drug and alcohol services.

5= Parent/guardian and child/adolescent requires/desires a significant level of assistance, guidance, advocacy, and support to obtain and maintain the child's/adolescent's participation in drug and alcohol services.

INTELLECTUAL DISABILITY SYSTEM INVOLVEMENT

TCM assists the family in obtaining and maintaining participation in intellectual disability services for a child/adolescent with a serious emotional disturbance and a co-occurring diagnosis of intellectual disability. The TCM supports the child's/adolescent's and parent's/guardian's participation in all phases of intellectual disability services. TCM assists the family in obtaining culturally competent, language appropriate services for the child/adolescent.

The decision for level of TCM needed in this area must be determined in collaboration with family and/or guardian, or care giver/natural support and child/adolescent.

0	**1**	**2**	**3**	**4**	**5**
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

N/A= Parent/Guardian and child/adolescent does not need/have involvement with the Intellectual Disability System.

0= Parent/guardian and child/adolescent does not require/desire any assistance in this area.

1= Parent/guardian and child/adolescent requires/desires minimal level of assistance, guidance, advocacy, and support to obtain and maintain the child's/adolescent's participation in intellectual disability services.

3= Parent/guardian and child/adolescent requires/desires moderate level of assistance, guidance, advocacy, and support to maintain the child's/adolescent's participation in intellectual disability services.

5= Parent/guardian and child/adolescent requires/desires a significant level of assistance, guidance, advocacy, and support to obtain and maintain the child's/adolescent's participation in intellectual disability services.

PHYSICAL HEALTH SYSTEM INVOLVEMENT

TCM assists family and child/adolescent with a serious emotional disturbance in attending to significant physical/medical needs by helping parent/guardian to access medical care, and to develop confidence in working with physical health care providers. TCM assists the family in obtaining culturally competent, language appropriate services for the child/adolescent.

The decision for level of TCM needed in this area must be determined in collaboration with family and/or guardian, or care giver/natural support and child/adolescent.

0	**1**	**2**	**3**	**4**	**5**
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

0= Parent/guardian and child/adolescent does not require/desire any assistance in this area.

1= Parent/guardian and child/adolescent requires/desires minimal level of assistance, guidance, advocacy, and support to obtain medical services and to assure coordination between physical and behavioral health care services.

3= Parent/guardian and child/adolescent requires/desires moderate level of assistance, guidance, advocacy, and support to obtain medical services and to assure coordination between physical and behavioral health care services.

5= Parent/guardian and child/adolescent requires/desires a significant level of assistance, guidance, advocacy, and support to obtain medical services and to assure coordination between physical and behavioral health care services.

CHILD/ADOLESCENT AT RISK OF OUT-OF-HOME PLACEMENT

The risk that a child/adolescent with a serious emotional disturbance will require an out-of-home placement may be reduced significantly through TCM services which assist parent/guardian in accessing needed child serving systems. TCM assistance may include information sharing with parent/guardian, advocacy with mental health service providers and other systems and support in working with multiple service providers. Every effort should be made to consider the child's ethnicity, culture and religious background in any out-of-home placement. TCMs may need to provide assistance in the provision of cultural competence supports for children (e.g., grooming, leisure activities, etc.).

The decision for level of TCM needed in this area must be determined in collaboration with family and/or guardian, or care giver/natural support and child/adolescent.

0	**1**	**2**	**3**	**4**	**5**
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

0= Parent/guardian and child/adolescent does not require/desire any assistance in this area.

1= Child's/adolescent's ongoing emotional/behavioral issues place the child/adolescent at low risk of out-of- home placement.

3= Child's/adolescent's ongoing emotional/behavioral issues place the child/adolescent at moderate risk of out-of-home placement.

5= Child's/adolescent's ongoing emotional/behavioral issues place the child/adolescent at high risk of out-of-home placement.

CURRENTLY IN RTF, OTHER OUT-OF-HOME PLACEMENTS OR INPATIENT

Child/adolescent with a serious emotional disturbance is currently or has been receiving services in an RTF, other out-of-home placement or inpatient setting. The child/adolescent has been discharged within the past 30 days or discharge is anticipated within thirty 30 days. The child/adolescent may have been discharged for more than 30 days, however, TCM services are needed to assist with the discharge plan.

The decision for level of TCM needed in this area must be determined in collaboration with family and/or guardian, or care giver/natural support and child/adolescent.

0	1	2	3	4	5
	Needs minimal assistance in this area		Needs moderate assistance in this area		Needs significant assistance in this area

0= Parent/guardian and child/adolescent does not require/desire any assistance in this area.

1= Development and implementation of a multi-service-system plan for a child/adolescent discharged or anticipated to be discharged from RTF, other out-of-home placement or inpatient requires a minimal level of TCM service.

3= Development and implementation of a multi-service-system plan for a child/adolescent discharged or anticipated to be discharged from RTF, other out-of-home placement or inpatient requires a moderate level of TCM service.

5= Development and implementation of a multi-service-system plan for a child/adolescent discharged or anticipated to be discharged from RTF, other out-of-home placement or inpatient requires a significant level of TCM service.

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TARGETED CASE MANAGEMENT
ENVIRONMENTAL MATRIX - CHILD/ADOLESCENT

Agency **County**

CHILD/ADOLESCENT INFORMATION:

Name :

(Last) **(First)** **(MI)**

Parent/Guardian Name:

Identifying Number(s):

Date of Birth:

/

/
(MM)/(
DD)/(Y
YYY)

Social Security Number: - - **CIS/BSU/MCO**

Number:

PHM

CO:

BHM

CO:

Form

Completed

by: Date

Completed:

The purpose of this form is to assess what environmental and cultural factors help to determine an individual's need for the various levels of case management services. Please complete this form utilizing the individual's behavior and situation during the last ninety days as a basis for scoring each indicator. Please note that the decision for level of need in each of the areas must be determined in collaboration with family and/or guardian, or care giver/natural supports and child/adolescent. Please see the *Scoring Sheet* for additional information on determining the Environmental Matrix Score and its meaning for level of care assignments.

ENVIRONMENTAL MATRIX CHILD/ADOLESCENT SCORING SHEET

CHILD/ADOLESCENT NAME:

ID#(SOCIAL SECURITY/CIS/BSU):

SCORES:

1.	Accessing Mental Health Services	_____
2.	Informal Support Network Building	_____
3.	Education	_____
4.	Children and Youth System Involvement	_____
5.	Juvenile Justice System Involvement	_____
6.	Parent/Guardian and/or Other Family Members With Significant Needs	_____
7.	Drug and Alcohol System Involvement	_____

8.	Intellectual disability System Involvement	_____
9.	Physical Health System Involvement	_____
10a.	At Risk of Out-of-Home Placement	_____
	Or	
10b.	Currently in RTF, Other Out-of-Home Placements or Inpatient	_____
	SUBTOTAL	

ENVIRONMENTAL MATRIX SCORE = SUBTOTAL □ □BY ALL

APPLICABLE ASSESSMENT AREAS (*AREAS SCORED "N/A" ARE NOT USED IN DETERMINING OVERALL SCORE)*

OTHER FACTORS/ISSUES AFFECTING SCORE:

ENVIRONMENTAL MATRIX — CHILD/ADOLESCENT TCM SERVICE SCORING GRID

MATRIX LEVEL	NEED LEVEL	INTENSITY OF CARE
4.0 –5.0	ICM	At least 1 contact every 14 days (Face to face contact strongly recommended)
1.5 –3.9	RC	At least 1 contact every 30 days (Face to Face)
0.0 - 1.4	NO TCM NEEDED	Alternative services may be needed and if necessary, referrals should be made.

* ***professional judgement:*** *opinion based on a thorough and ethical analysis of facts, data, history, and issues in accordance with one's training and experience.*

RECOMMENDED LEVEL OF TARGETED CASE MANAGEMENT SERVICE:

CONSUMER (if age appropriate):

DATE:

PARENT/GUARDIAN

DATE:

PERSON COMPLETING THE FORM:

DATE:

APPROVED LEVEL OF TARGETED CASE MANAGEMENT SERVICE:

REVIEWER

Placement Guidelines for Drug and Alcohol Services

AMERICAN SOCIETY OF ADDICTION MEDICINE

The ASAM CRITERIA

ASAM Website: https://www.asam.org/resources/the-asam-criteria/about

Can be purchased through The Change Companies, see below:

Phone: **1-888-889-8866**
E-Mail: **contact@changecompanies.net**
Website: **https://www.changecompanies.net/products/?id=ASM0**

The Department requires all substance use disorder placement, continued stay, and discharge be conducted in accordance with the most recent version of the *American Society of Addiction Medicine (ASAM) criteria.* Additional guidance is available at:

https://www.ddap.pa.gov/Documents/ASAM/ASAM%20Application%20Guidance%20Final.pdf

https://www.ddap.pa.gov/Professionals/Pages/ASAM-Transition.aspx

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VALUE BASED PURCHASING

Value-based Purchasing (VBP) is the Department's initiative to transition Providers from volume to value payment models for the delivery of behavioral health services. VBP Payment Strategies and VBP Models are critical for improving quality of care, efficiency of services and reducing costs.

The Department has developed an aligned VBP framework that consists of both VBP Payment Strategies and VBP Models. VBP Payment Strategies define the mechanism by which the Providers are paid by the BH-MCO. VBP Payment Strategies are tiered by three levels of risk: low, medium, and high.

VBP Models define a way to organize and deliver care and may incorporate one or more VBP Payment Strategies as ways to pay Providers. The Department is categorizing VBP Models into recommended models and required models. PH-MCOs, Primary Contractors and their BH-MCOs, CHC-MCOs, and CHIP-MCOs can form integrated VBP Models. Primary Contractors and BH-MCOs should work towards integrating VBP Models because addressing behavioral health needs can improve physical health outcomes, and vice versa. Additionally, Primary Contractors are required to incorporate Community-Based Organizations within VBP agreements to help address the Social Determinants of Health (SDOH).

Definitions:

VBP Payment Arrangement: An agreement which links Provider payments for services to the value of services provided and to relevant quality measures that are indicative of health outcomes.

VBP Payment Strategy: The mechanism that is used to pay a Provider (such as Performance-based Contracting, Shared Savings, Shared Risk, Bundled Payment and Global Payment).

VBP Model: A way to organize and deliver care that may incorporate one or more VBP Payment Strategies as a way to pay a Provider.

A. VBP Payment Strategies

The Primary Contractor and its BH-MCO must enter into VBP Payment Arrangements with Providers that incorporate approved VBP Payment Strategies. The Department retains the ability to accept or reject any proposals to count toward the required VBP medical spend percentage. The approved VBP Payment Strategies are tiered as low-risk (Performance-based Contracting), medium risk (Shared Savings, Shared Risk, Bundled Payments), and high risk (comprehensive Global Payments). VBP Payment Arrangements must include quality benchmarks containing financial incentives or penalties, or both, without which the Department

will reject the arrangement as counting towards the required VBP medical spend percentage. Primary Contractors and their BH-MCOs can also layer additional non-financial incentives, such as the elimination of prior authorization requirements for high-performing Providers, as long as financial incentives are also in the arrangement.

Approved VBP Payment Strategies

Performance-based Contracting (low-risk strategy) – Fee-for-service contracts in which incentive payments and/or penalties are linked to performance. The Primary Contractor and its BH-MCO must measure performance against quality benchmarks or incremental improvement benchmarks and must include in the contract incentives or penalties, or both, based upon meeting these benchmarks.

Shared Savings (medium-risk strategy) - Supplemental payments if they are able to reduce health care spending relative to an annual cost benchmark, either for a defined Member sub-population or the total Member population served. The cost benchmark should be developed prospectively, based at least in part on historical claims, and be risk adjusted if needed for a defined patient population relative to a benchmark. The supplemental payment is a percentage of the net savings generated.

Shared Risk (medium-risk strategy) – Supplemental payments if health care spending is reduced relative to a cost benchmark, either for a defined Member sub-population or the total Member population. The cost benchmark should be developed prospectively, based at least in part on historical claims, and be risk adjusted if needed. The payment is a percentage of the net savings generated. These arrangements also include shared losses if costs are higher relative to a benchmark.

Bundled Payments (medium-risk strategy) - Bundled payments include all payments for services rendered to treat a Member for an identified condition during a specific time period. The payments may either be made in bulk or be paid over regular predetermined intervals. Bundled Payments should be risk adjusted if appropriate. The Department may specify certain services that must be paid through Bundled Payments.

Global Payments (high-risk strategy) - Population-based payments that cover all services rendered by a Network Provider, hospital, or health system. An annual global budget is developed prospectively. These payments can either be made in bulk, delivered over regular predetermined intervals, or based on fee-for-service payments with retrospective reconciliation to the global budget. If these payments are retrospective, at least a portion of the payment must be prospective to allow for upfront investments in population health infrastructure.

Global Payments should link payments to both improved physical health and behavioral health quality measures and provide incentives to reduce potentially avoidable utilization and address SDOH. Global Payments must also take into consideration market shift on an annual basis, to ensure that Network Providers are not simply decreasing the amount of care provided.

Network Providers who are paid via Global Payments are excluded from participating in

Bundled Payment arrangements, because this would result in a duplication of payment for services rendered. The reduction of prior authorization requirements should be considered for Network Providers who are paid via Global Payments.

B. VBP Required Models

Primary Contractors and their BH-MCOs must participate in required VBP payment models as specified by the Department and work with the Department on the development of new models. VBP Payment Arrangements outside of the required models may also be adopted.

Standardized Transitions to Community (TC) - The TC Model is a structure that standardizes performance measures to better support care transitions from psychiatric inpatient (IP) discharge to community-based services across the entire healthcare system. Requirements include (1) standardized performance measures tied to payment for IP Providers and (2) standardized data collection for outpatient (OP), Behavioral Health Home Programs (BHHP), and Case Management VBP models to link natural pathways of care that can structure standardization of attribution for VBP arrangements. The required standardized measures are:

- Follow up after Hospitalization (FUH) for mental illness — The measure identifies the percentage of members who received follow-up within 7 days and 30 days of discharge.
- PA Specific Readmission — the percentage of acute inpatient stays for psychiatric care with subsequent readmission to inpatient acute psychiatric care within 30 days of the initial inpatient acute psychiatric discharge.

C. Financial Goals

The financial goals for the VBP Payment Strategies for each Contract Year are based on a percentage of the Primary Contractor's VBP expenditures to total medical expenses/medical spend. The Primary Contractor must achieve the following percentages through VBP payment arrangements:

Contract Year 2024:

- 30% of the medical expenses/medical spend must be expended through VBP payment strategies. At least 50% of the 30% of medical expenses/medical spend must be from a combination of medium or high financial risk categories.

- The MCO must incorporate CBOs into VBP arrangements with Network Providers to address SDOH. Eighty-five percent (85%) of VBP medical expenses/medical spend for strategies that are medium and high risk must incorporate one or more CBOs that together address two or more SDOH domains.

- The Primary Contractor and its BH-MCO must require the CBO to address at least one of the following SDOH domains, which are included in the statewide resource and referral tool:

    - Childcare access and affordability
    - Clothing
    - Employment
    - Financial strain
    - Food insecurity
    - Housing instability/homelessness
    - Transportation
    - Utilities

- Additionally, in determining which CBOs to incorporate into VBP agreements, the Primary Contractor and its BH-MCO should also consider the following characteristics of CBOs:

    - Types of services provided
    - Accessibility to community members, including hours of operation, location, staffing capacity, accommodations for individuals with special needs including physical disabilities and language barriers
    - Number of MA participants served
    - Quality of social services provided and experience addressing SDOH
    - Soundness of fiscal, operational and administrative practices and capacity
    - Service area and populations served
    - Capacity for increased referrals from Providers or the BH-MCO
    - Ability to capture and report SDOH data

- The Primary Contractor and its BH-MCO must incorporate CBOs into VBP arrangements by either:

    - Contracting with a CBO directly; or
    - Contracting with a Network Provider that subcontracts with a CBO.

D. Reporting

The Department will measure compliance with the financial goals set forth in this appendix using the following required documents of which the content and/or format will be defined by the Department:

- Proposed VBP plan
- Annual summary

The Department will review the plan and summary and provide feedback to the Primary Contractor.

By October 1 of the preceding Contract Year, the Primary Contractor must submit its proposed VBP plan to the Department. The proposed VBP plan must outline and describe the Primary Contractor's plan for compliance for the next Contract Year.

The Primary Contractor should monitor the VBP payment arrangements continuously, but no less than quarterly, and provide updates to OMHSAS as requested.

By June 30 of the subsequent Contract Year, the Primary Contractor must submit an annual summary to the Department that includes the following:

- A review of the accomplishments and outcomes from the prior Contract Year;
- A report on the percentage of medical expenses/medical spend expended through VBP strategies and the associated levels of financial risk;* and
- A VBP detail report by Provider that identifies the following:
  - Level of financial risk (no, low, medium, high) and Dollar amount spent for medical services expended;
  - VBP Payment Strategy/Model(s) used;
  - Program type(s) included (Federally Qualified Healthcare Centers (FQHC), Assertive Community Treatment (ACT) and Behavioral Heath Homes, etc.), if applicable;
  - CBOs and SDOH domains included; and
  - Evidence-based Practices and Programs (EBPP) [must be on the Substance Abuse & Mental Health Services Administration (SAMHSA) list of approved EBPPs and adhere to fidelity requirements]

*If the Primary Contractor and its BH-MCO determines that they will not meet the requirements identified in Section C. Financial goals related to medical expense/medical spend, they must submit an exception request on the VBP Medical Exception Request form.

E. Assessment

This section provides for an assessment against the Primary Contractor's Capitation payment if an annual goal is not met.

Not later than ninety (90) calendar days after receipt of the VBP annual summary from the Primary Contractor the Department will notify the Primary Contractor of its determination about compliance with the goal for the preceding Contract Year. The Primary Contractor may provide a response within thirty (30) calendar days. After considering the response from the Primary Contractor, if any, the Department will notify the Primary Contractor of its final

determination of compliance. If the determination results in a finding of non-compliance, the Department may reduce the next monthly Capitation payment by an amount equivalent to one (1) percent of the medical portion of the Capitation payments it paid to the Primary Contractor for the last month of the prior Contract Year.

If the Primary Contractor fails to provide a timely and adequate VBP annual summary, the Department may determine that the Primary Contractor is not compliant with the goals of the preceding Contract Year.

F. Data Sharing

The Primary Contractor must provide timely and actionable data to its Providers participating in VBP arrangements.

- Provider performance baseline measures, results and progress toward goals must be established and shared with Providers quarterly.

- Provider results must be published in the Provider profile reports.

- Service utilization and claim data across the clinical service spectrum must be analyzed for cost and treatment efficacy.

HEALTHCHOICES BEHAVIORAL HEALTH RECIPIENT COVERAGE DOCUMENT

Background

This document includes descriptions of policies supported by the Department of Human Services (Department) data systems and processes. In cases where the policy expressed in this document conflicts with another provision of the contract (i.e., the Department Agreement) between the Primary Contractor and the Department, the Agreement will take precedence.

The Department will provide sufficient information to the Primary Contractor in order for it to reconcile Behavioral Health Managed Care Organization (BH-MCO) membership data and amounts paid to/ recovered from the Primary Contractor.

Instances of Medical Assistance (MA) coverage for a Recipient do not imply corresponding HealthChoices coverage on the same dates by a BH-MCO. Because not all persons eligible for MA benefits are also eligible for BH-MCO membership on the same date, MA eligibility does not equate to BH-MCO coverage.

Instances of simultaneous MA eligibility and BH-MCO coverage for a Recipient do not imply corresponding HealthChoices coverage on the same dates by a Physical Health Managed Care Organization (PH-MCO) or a Community HealthChoices Managed Care Organization (CHCMCO). Please refer to the *PH-MCO Recipient Coverage Document* (Exhibit BB of the HealthChoices Physical Health Agreement) for physical health coverage guidelines- and CHCMCO Participant Coverage Document (Exhibit K of the CHC Agreement)

Coverage Rules

The Primary Contractor and its BH-MCO are responsible for a Member if coverage is determined by applying the general rules found in any of paragraphs A, B, or C below, subject to exceptions and clarifications found in paragraphs D, E, F, G, H and I.

A. Unless otherwise specified, the Primary Contractor and its BH-MCO are responsible to provide MA behavioral health benefits to BH-MCO Members in accordance with eligibility information included on the Monthly Membership File and/or the Daily Membership File, which is provided by the Department to each Primary Contractor and its BH-MCO.

B. Monthly Membership Files containing information on Members are created on the next to the last Saturday of each month and are normally provided to the BH-MCO no later than the following Monday. Information on the file includes retroactive, current or prospective eligibility periods, PH-MCO coverage and BH-MCO coverage, and demographic data. For each BH-MCO Member identified on the Monthly Membership File, the Primary Contractor and its BH-MCO are responsible to provide behavioral health benefits from the beginning of the month or from the BH-MCO coverage start date, whichever is later. BH-MCO coverage will continue from the start date through the last day of the calendar month unless the Department subsequently sends the Primary Contractor and its BH-MCO updated information on a Daily Membership File. BH-MCO coverage beyond the last date of the month in which a Monthly Membership File is created is preliminary information that is subject to change.

Daily Membership Files are provided to each Primary Contractor and- its BH-MCO with changes that have been applied to the population enrolled in the BH-MCO. In the example that follows, assume that the only information provided by the Department is on the November Monthly Membership File (created in late October). If an eligibility period of October 11 through November 18 is provided, the Primary Contractor and its BH-MCO are responsible from October 11 through November 30, assuming no subsequent daily file changes occur prior to November 1 to end the coverage in October. If two eligibility periods are provided (e.g., one from October 11 through October 25 and one from October 29 on with no end date), the Primary Contractor and its BH-MCO are responsible from October 11 through at least November 30, subject to a daily file change prior to November 1. Coverage after October 31 is preliminary based on daily file changes.

If a Recipient is shown on the Department's Client Information System (eCIS) as covered by a BH-MCO (coverage by a BH-MCO is indicated by an open MA eligibility record and a corresponding open BH-MCO record), the Primary Contractors and its BH-MCO are responsible for the person from the first day of BH-MCO coverage through the last day of the month of the BH-MCO end date (if any). The Department will pay the Primary Contractor from the first day of coverage in a month through the last calendar day of the month. Because a Recipient may lose MA eligibility (and potentially regain MA eligibility), information on eCIS for any future date should be viewed as preliminary. If a Recipient has eligibility in more than one county during the month, the BH-MCO with the earliest period of responsibility is responsible for providing services for the month.

A Recipient who becomes ineligible for MA will lose BH-MCO coverage. If a Recipient subsequently regains MA eligibility, and the Recipient's category of assistance and geographic location remain valid, the Recipient will be auto-assigned back into BH-MCO coverage. Upon regaining MA eligibility, the Recipient's BH-MCO effective date will be their MA eligibility begin date ***or*** the date eCIS is updated (i.e., the systems date), ***whichever is later***. The change in MA eligibility will normally result in a period of MA Fee-For-Service (FFS) coverage for the MA Recipient's behavioral health coverage. However, an exception request may be submitted to the Department for OMHSAS to review BH-MCO eligibility for the period that MA was reinstated (Reference D. Exceptions and Clarifications #12.) MA eligibility does not equate to BH-MCO coverage. Periods of time where a person is MA eligible yet where there is no corresponding BH-MCO coverage on the same date is normal, so providers and the Primary Contractor and its BH-MCO must plan accordingly in the authorization, delivery and payment of services. This will include coverage for children placed in a Residential Treatment Facility (RTF), who lose BH-MCO coverage and become covered under the MA FFS Program. In these and other scenarios, barring those cases identified in Section D below, the Primary Contractor and its BH-MCO are not responsible for MA Recipients for whom the Department has informed the BH-MCO on Monthly and/or Daily Eligibility Files that it has no responsibility.

C. The Department has established benefit packages based on category of assistance, program status code, age, and for some packages, the existence of Medicare coverage or a Deprivation Qualifying Code. In cases where the Recipient benefits are determined by

the benefit package, the most comprehensive package is to be honored. For example, if a Recipient has the most comprehensive package on the first of the month but changes to a lesser level package during the month, they should receive the higher level of benefits for the entire month. If a Recipient has a lesser level benefit package at the beginning of the month but changes to a higher level during the month, they should receive the higher- level benefits effective the first day of coverage under the higher level. The daily and monthly files can be used for determining increased benefits during a month.

D. BH-MCO Coverage Exceptions and Clarifications:

1. The Primary Contractor and its BH-MCO will not be responsible and will not be paid when the Department sends the BH-MCO correspondence specifying member months for which they are not responsible. The Department will recover capitation payments made for a Recipient for whom it had been determined the Primary Contractor and its BH-MCO was not responsible to provide services.

2. In the unlikely case where eCIS shows FFS coverage that coincides with BH-MCO coverage, the Recipient may use either coverage and there will be no monetary adjustment between the Department and the Primary Contractor/BH-MCO. (This is subordinate to #8 below.)

3. If the BH-MCO receives information about changes in a Recipient's circumstances that may affect the Recipient's eligibility, including changes in a Recipient's residence or death of a Recipient, the Primary Contractor and its BH-MCO shall promptly notify the CAO and the Department. The Primary Contractor and its BH-MCO shall also promptly notify the CAO and the Department if the BH-MCO receives information that a Recipient is deceased and if such Recipient is shown on either the Monthly Membership File or the Daily Membership File as active. The Department will recover capitation payments made for deceased Recipients after the service month in which the date of death occurred.

4. If it is determined that the Member was not MA eligible on the begin date of coverage during a month, and the Primary Contractor and its BH-MCO was paid, the Department will recover or adjust capitation payments.

5. If a Member is placed in a setting that results in the termination of coverage by the Primary Contractor and its BH-MCO (e.g., State Mental Hospital), the Department will recover capitation payments made for the Member after the service month in which the termination of coverage occurred.

6. The Primary Contractor and its BH-MCO retains responsibility for Members when placed outside the county, HealthChoices zone or state by the Primary Contractor, BH-MCO, juvenile court or county Children and Youth (C&Y) even if PH-MCO coverage information is not found on eCIS, the daily or monthly eligibility files. The Primary Contractor will continue to receive capitation payments.

If a Member is placed in a facility by juvenile court or county C&Y authority

for service(s) which the BH-MCO determines is not medically necessary, the cost of the service is the responsibility of the placing authority and not the Primary Contractor's and its BH-MCO's responsibility. (See Section H for additional details).

7. Newborn babies are the responsibility of the Primary Contractor and its BH-MCO that covered the mother on the date of birth. Where eCIS does not reflect this, if the PH-MCO notifies the Department, the Department will coordinate adjustment of coverage. Limitations in Sections E-2 and E-3 applicable to the mother will apply to the newborn.

8. Placement out of a BH-MCO's service area, or lack of MA coverage or eligibility on a date of service for which the policies in this document otherwise hold a Primary Contractor and its BH-MCO responsible for a Recipient do not negate a BH-MCO's responsibility to provide MA benefits. If a BH-MCO is aware that a Recipient is placed outside of its county, it is the Primary Contractor's and its BH-MCO's responsibility to notify the CAO, within ten (10) days of the date of learning of the Recipient's status. Gaps in the notification process may result in loss of BH-MCO coverage, and MA FFS coverage may apply.

9. If the rules to determine the Primary Contractor's and its BH-MCO's responsibility to provide benefits to MA Members that are outlined in this document indicate that a BH-MCO is responsible to provide benefits to a MA Recipient on a certain date, a lack of MA eligibility indicated on eCIS for that date does not negate this responsibility.

10. Errors in coverage must be reported to the Department within 45 days of receipt of the monthly eligibility file in order for retroactive changes to be considered. The Primary Contractor and its BH-MCO will be responsible to cover Members, even when coverage assignment resulted from errors, if not reported to the Department within 45 days unless the error results in duplicate payment or coverage.

11. If eCIS shows an exemption or facility/placement code (e.g., facility/placement code 14 – State Mental Hospital) that precludes BH-MCO coverage, the Recipient may not be enrolled in a BH-MCO.

12. If a Recipient loses MA coverage and coverage is subsequently reinstated by the Department with no break in coverage, the reinstated segment will typically result in a period of FFS coverage. The Primary Contractor and its BH-MCO may request an exception review by the Department to align BH-MCO eligibility.

E. When a Recipient has managed care coverage during part of an inpatient/residential stay, financial responsibility* is as follows: For purposes of this document, an inpatient/residential stay shall include those in the following facilities:

General Hospital

Rehabilitation Hospital
Acute Care Hospital (PT 01 – Spec 010)
Private Psychiatric Hospital (PT 01 – Spec 011)
Residential Treatment Facility – Accredited (PT 01 – Spec 013)
Extended Acute Care Psychiatric Hospital (PT 01– Spec 018)
Drug & Alcohol Rehab Hospital (PT 01 – Spec 019)
Private Psychiatric Unit (PT 01 – Spec 022)
Drug & Alcohol Rehab Unit (PT 01 – Spec
441)
Residential Treatment Facility - Non-Accredited (PT 56 – Spec 560)

*The covering plan will only be responsible for inpatient/residential services for continuous stays when the service is included as a covered service under its contract with the Department.

1. Inpatient/residential Facilities Covered Under the Prospective Payment System for Diagnostic Related Groups.

   If a Recipient is in a facility covered by a DRG and is FFS on the admission date (or determined eligible through a retroactive determination by the CAO) and the BH-MCO coverage begins while the Recipient is in the inpatient/residential facility, the FFS program is financially responsible for the entire initial stay. The Primary Contractor and its BH-MCO will become financially responsible for the Member upon discharge. Upon becoming aware of a new Member currently in one of these facilities, the Primary Contractor and its BH-MCO must coordinate with the Provider in determining an appropriate course of treatment as soon as possible, prior to discharge.

   EXAMPLE: If a Recipient is determined to be covered by FFS on the admission date to an inpatient/residential facility, which is covered under the prospective payment system for Diagnostic Related Groups, on June 21, and the BH-MCO coverage begin date is July 1, and the individual is transferred/discharged on July 15, the FFS program will be financially responsible for the entire stay. The Primary Contractor and its BH-MCO will be financially responsible for all covered services beginning July 15. Upon becoming aware of a new Member currently in a facility on July 1, the BH-MCO must become involved in discharge planning for the individual.

2. Recipient Covered by FFS Becomes BH-MCO Covered While in Facility

   If a Recipient is covered by FFS on the admission date and the BH-MCO coverage begins while the Recipient is in an inpatient/residential facility not covered under the DRG Prospective Payment System, the FFS program is financially responsible for the stay until the BH-MCO begin date. Starting with the BH-MCO begin date, the Primary Contractor and its BH-MCO are financially responsible for the remainder of the stay, as well as physician or other covered services not included in the inpatient/residential facility bill that would be the BH-MCO's responsibility

as the Recipient's BH-MCO. Upon assuming financial responsibility of a Recipient age 21 and over, the Primary Contractor and its BH-MCO has the ability to conduct a concurrent review of the FFS authorized inpatient/residential facility stay to determine continued medical necessity.

EXAMPLE: If a Recipient covered by FFS is admitted to an inpatient/residential facility on June 21 and the BH-MCO coverage begin date is July 1, the BH-MCO will assume payment responsibility for the inpatient/residential facility stay on July 1. The FFS program will remain financially responsible for the stay through June 30. Any time after June 30, the Primary Contractor and its BH-MCO may conduct a concurrent review to determine medical necessity of the inpatient/residential facility stay if the Member is age 21or over.

3. Recipient Covered by BH-MCO Becomes FFS Covered While in Facility

If a Recipient is covered by a BH-MCO when admitted to an inpatient/residential facility and the Recipient loses BH-MCO coverage and assumes FFS coverage while still in the inpatient/residential facility, the Primary Contractor and its BH-MCO are responsible for the stay except as indicated below.

EXAMPLE #1: If the Recipient is still in the inpatient/residential facility on the FFS coverage begin date, and the Recipient's FFS coverage begin date is the first day of the month, the BH-MCO will be financially responsible for the stay through the last day of that month. The FFS program will be financially responsible for the stay beginning on the first day of the next month. For example, if a Recipient covered by the BH-MCO is admitted to an inpatient/residential facility on June 21, and the BH-MCO coverage ends on June 30, and the FFS program coverage begin date is July 1, the FFS program will assume payment responsibility for the inpatient/residential facility stay on August 1. The Primary Contractor and its BH-MCO will remain financially responsible for the stay through July 31.

EXAMPLE #2: If the Recipient is still in the inpatient/residential facility on the FFS program coverage begin date, and the Recipient's FFS program coverage begin date is any day other than the first day of the month, the Primary Contractor and its BH-MCO will be financially responsible for the stay through the last day of the FOLLOWING month. The FFS program will be financially responsible for the stay beginning on the first day of the NEXT month. For example, if a Recipient covered by a BH-MCO is admitted to an inpatient/residential facility on June 21 and the FFS program coverage begin date is July 15, the FFS program will assume payment responsibility for the inpatient/residential facility stay on September 1. The BH-MCO program will remain financially responsible for the stay through August 31.

4. Recipient Covered by BH-MCO Loses MA eligibility and BH-MCO coverage while in Facility

If a Recipient is covered by a BH-MCO when admitted to an inpatient/residential facility and the Recipient loses MA eligibility and BH-MCO coverage while in the

inpatient/residential facility, the BH-MCO is responsible for the stay except as indicated below.

EXAMPLE: #1: If the Recipient is still in the inpatient/residential facility on the date the client loses MA eligibility, the Primary Contractor and its BH-MCO will be financially responsible through the end of the month in which MA eligibility is lost. The CAO subsequently reestablishes MA eligibility retroactively to the last MA eligibility end-date resulting in consecutive MA eligibility spans and the BH-MCO coverage resumes on the system store date. For example, if a Recipient covered by a BH-MCO is admitted to an inpatient/residential facility on August 26 and loses MA eligibility on August 27, the BH–MCO is responsible through August 31. (Reference D. Exceptions and Clarifications #9). If the Recipient re-establishes MA eligibility with the CAO and is re-opened on October 15 with retro eligibility for MA from August 28, the BH-MCO coverage will then resume on the system store date of October 15. If requested, MA FFS may review the case to determine medical necessity for possible FFS coverage of the stay where the dates of service were September 1 through October 14. Additionally, if requested, an exception may be considered to align BH-MCO coverage for continuity of care (Reference D. Exceptions and Clarifications #12).

5. Recipient Covered by one BH-MCO Becomes Covered by a Different BH-MCO While in a Facility

If a Recipient is covered by a BH-MCO when admitted to an inpatient/residential facility and transfers to another BH-MCO while still in the inpatient/residential facility, the first BH-MCO is responsible for that stay except as indicated below.

EXCEPTION #1: If the Recipient is still in the inpatient/residential facility on the gaining Primary Contractor's and its BH-MCO's coverage begin date, and the Recipient's gaining Primary Contractor's and its BH-MCO's coverage begin date is the first day of the month, the first Primary Contractor and its BH-MCO will be financially responsible for the stay through the last day of that month. The second Primary Contractor and its BH-MCO will be financially responsible for the stay beginning on the first day of the next month. For example, if a Recipient is admitted to an inpatient/residential facility on June 21 and the second BH-MCO coverage begin date is July 1, the second BH-MCO will assume payment responsibility for the inpatient/residential facility stay on August 1. The first BH-MCO will remain financially responsible for the stay through July 31.

EXCEPTION #2: If the Recipient is still in the inpatient/residential facility on the second BH-MCO coverage begin date, and the Recipient's second BH-MCO coverage begin date is any day other than the first day of the month, the first Primary Contractor and its BH-MCO will be financially responsible for the stay beginning on the first day of the NEXT month. The second Primary Contractor and its BH-MCO will be financially responsible for the stay beginning on the first day of the following month. For example, if a Recipient is admitted to an inpatient/residential facility on June 21 and the second BH-MCO coverage begin

date is July 15, the second BH-MCO will assume payment responsibility for the inpatient/residential facility stay on September 01. The first BH-MCO will remain financially responsible for the stay through August 31.

F. When a Recipient has managed care coverage during a stay in an Institution for Mental Diseases (IMD), financial responsibility is as follows. For purposes of this provision, an IMD stay is a stay in a freestanding psychiatric or substance use disorder facility with more than sixteen (16) beds by an individual age 21-64. It does not include a stay in the following:

Acute Care Hospital (PT 01 – Spec 010)
Private Psychiatric Unit within a General Hospital (PT 01- Spec 022)

If a Member between the ages of 21 and 64 is eligible for MA on the first day of the month, the Primary Contractor and its BH-MCO are responsible for all services for the entire month. If a Member between the ages of 21 and 64 stays in a psychiatric IMD for longer than fifteen (15) cumulative days within a month, a capitation recoupment will be processed for the entire month the Member is an inpatient in the psychiatric IMD and the Primary Contractor and its BH-MCO will receive a separate pro-rated capitation payment for the days of the month in which the Member was not in a psychiatric IMD facility. If a Member between the ages of 21 and 64, stays in a psychiatric IMD for fifteen (15) cumulative days or fewer within a month, the Primary Contractor and its BH-MCO may retain the capitation payment. A capitation recoupment will not be processed for stays longer than fifteen (15) cumulative days in substance use disorder facilities.

G. Other Causes for Coverage Termination:

1. Admission to a State Facility – The Primary Contractor and its BH-MCO are not responsible for BH-MCO Members placed in a state facility. The Member will be disenrolled from the BH-MCO effective the day before placement in the facility. Medical Assistance eligibility will be determined by the CAO. The Department will recover MCO capitation payments made for any months after the month of placement.

2. Admission to a Correctional Facility – A Member who becomes an inmate of a penal facility or correctional institution (including work release), or a Member who is remanded to a Youth Development Center/Youth Forestry Camp will be disenrolled from the BH-MCO effective the day before placement in the facility. The Department will recover MCO capitation payments made for any months after the month of placement.

3. Placement in a Juvenile Detention Center (JDC) – A Member who is placed in a juvenile detention center is disenrolled from the BH-MCO after 35 days and covered through MA FFS. During the first 35 days of this JDC placement, the Primary Contractor and its BH-MCO are responsible for all covered services that are provided to the Member outside the JDC site; services provided inside the JDC site are the responsibility of the FFS program. This includes cases where the CAO enters a facility code placement on a client's record with a retroactive

begin date and the BH-MCO record remains opened, the Department will take into consideration the
35 days from the begin date of the placement prior to end-dating BH-MCO coverage. Example: if a client is BH-MCO eligible beginning July 1 and the CAO retroactively enters a facility code "74" (store date 11/08) with a placement begin date of August 17; the BH-MCO record will remain open from July 1 through September 20.

4. Health Insurance Premium Payment Program (HIPP) - BH-MCO Members determined by the Department to be HIPP eligible (Employer Group Health Plan) will be disenrolled from the BH-MCO as of the date when the BH-MCO Member Record reflects such disenrollment. Additionally, HIPP eligible MA Members are prevented from enrolling in BH-MCOs.

5. Living Independence for the Elderly (LIFE) - A Member enrolled in Living Independence for the Elderly (LIFE), also known as LTCCAP (Long-Term Care Capitated Assistance Program), is disenrolled from the BH-MCO effective the day before the begin date of LIFE.

6. Residing in a PA Veterans Home – The Primary Contractor and its BH-MCO will not be responsible for a Member residing in a PA Veterans Home. The Member will be disenrolled from the BH-MCO the day before the admission date and covered by the MA FFS program.

H. Other Facility Placement Coverage:

Intermediate Care Facility- Intellectual Disability or Other Related Conditions (ICF/ID or ICF/ORC) - Members placed in a private ICF/ID or ICF/ORC facility will continue to be covered by their BH-MCO for all medically necessary behavioral health services.

1. Residential Facilities - BH-MCO Members placed by the BH-MCO in mental health and drug and alcohol residential treatment facilities will continue to be covered by their BH-MCO for all behavioral health services. The residential/treatment costs of Members placed by the BH-MCO in residential treatment facilities will be the responsibility of the Primary Contractor and its BH-MCO. (See section I. 2 for exceptions for children in substitute care)

2. Extended Acute Care Psychiatric Hospital - BH-MCO Members admitted to an extended acute care psychiatric hospital will continue to be covered by their selected BH-MCO for all behavioral health services. The residential/treatment costs will be the responsibility of the Primary Contractor and its BH-MCO.

I. Children and Adolescents In Substitute Care Issues:

When children have been adjudicated dependent or delinquent and are placed in substitute care, behavioral healthcare coverage is the responsibility of the Primary Contractor and its BH-MCO. For purposes of this Section, terms "child" and "children" shall include "adolescents". For a definition of Child in Substitute Care see "Definitions."

1. Behavioral Health Services (includes MH and D&A)

   If a child is placed in a substitute care setting, either within their county of residence or outside their county of residence, the child is enrolled in the BH-MCO county of residence. The child remains enrolled in that BH-MCO which retains authorization and payment responsibility for BH-MCO approved behavioral health services, including both residential and non-residential services**.**

2. Placement in a Mental Health or Drug and Alcohol Residential Facility

   a. Medically Necessary - Consistent with I.1 above, if a Child in Substitute Care is placed in a mental health or drug and alcohol residential treatment facility (RTF) either in or out of state and the BH-MCO determines the placement is medically necessary, the behavioral health services are the responsibility of the Primary Contractor and its BH-MCO.

   b. Not Medically Necessary - If a Child in Substitute Care is placed in a mental health or drug and alcohol RTF by a placement authority or juvenile court and the BH-MCO in which the child is enrolled determines the placement is not medically necessary; the Primary Contractor and its BH-MCO are not responsible for payment for the placement. The child remains enrolled in the BH-MCO and the BH-MCO remains responsible for medically necessary Behavioral Health Services other than the mental health or drug and alcohol residential placement.

   c. If a Child in Substitute Care is covered by the HealthChoices Behavioral Health program and is placed in a mental health or drug and alcohol RTF without review by the BH-MCO, the Primary Contractor and its BH-MCO are not responsible for payment for residential behavioral health services. The Primary Contractor and its BH-MCO will be responsible for medically necessary Behavioral Health Services other than the residential placement. The facility or placing authority can request authorization of services from the BH-MCO which will determine the medical necessity of the placement. The Primary Contractor and its BH-MCO will not be responsible for any services delivered prior to the request for medical necessity determination unless, at the discretion of the placing authority and the Primary Contractor and its BH-MCO, they can agree to begin BH-MCO coverage at the admission date or any mutually agreeable later date. The child is enrolled in a Physical Health Service System (PHSS) serving the zone in which the child is placed. Children placed out of state revert to FFS for physical health and for ancillary behavioral health services other than the placement. Ancillary services could include services such as assessments, psychotherapy, or medication management provided on an outpatient basis.

3. **Placement in a C&Y or JPO non-Mental Health Placement**

   If a Child in Substitute Care is placed in a non-mental health or drug and alcohol

placement such as:

a. Shelter programs
b. Diagnostic centers
c. Foster family home, including kinship care homes
d. Residential facilities

The child remains enrolled in the BH-MCO from the original placing county.
The child is enrolled in PHSS serving the zone in which the child is placed. Children placed out of state revert to FFS for physical health.

4. The Primary Contractor and its BH-MCO will be required to pay for Out-of-Network medically necessary behavioral health care services for up to ten days for a child enrolled in the BH-MCO who is placed in substitute care if the (County C&Y Agency) CCYA cannot identify the child nor verify MA coverage. However, this Out-of-Network coverage will only be required in certain circumstances, such as emergency placement as determined by county child welfare or juvenile probation, or where the CCYA has had no contact with the child prior to the placement. All efforts must be made by the CCYA to identify the child and to determine MA coverage responsibility in the most expedient manner possible.

5. For youth placed in a Juvenile Detention Center, the Primary Contractor and its BH-MCO are responsible for medically necessary State Plan Services delivered in treatment settings outside (off site) the JDC during the first 35 consecutive days of detention. However, the Primary Contractor and its BH-MCO are not responsible at any time for services delivered within the JDC.

6. Children whose adoptions have been finalized by the court and for whom there is an adoption assistance agreement in place, enroll in the BH-MCO of the county where the adoptive family resides. If the family has moved to a permanent residence outside the Commonwealth of Pennsylvania and the family retains Pennsylvania MA for the adopted child, the child will revert to FFS for behavioral health services.

Definitions:

BH-MCO Coverage Period - A period of time during which a Recipient is eligible for MA coverage ***and*** a BH-MCO coverage period exists on the Department's eCIS. Exceptions and Clarifications are identified in Sections D, E, F, G and H of this Appendix.

BH-MCO Member **-** An MA Recipient who is enrolled with the BH-MCO under the HealthChoices Behavioral Health Program and for whom the BH-MCO is responsible to provide behavioral health services under the provisions of the HealthChoices Behavioral Health Program. Not all persons who are MA eligible are simultaneously BH-MCO Members.

BH-MCO Member Record - A record contained on the Daily Membership File or the Monthly Membership File that contains information on MA eligibility, managed care coverage, and the category of assistance, which identifies the Recipient as a BH-MCO Member.

Child in Substitute Care – A child or adolescent who has been adjudicated dependent or delinquent and resides outside their own home. *Dependent* children and adolescents are living in the legal custody of a public child welfare agency, in any of the following settings:

- Shelter programs
- Foster family homes
- Group homes
- Supervised independent living
- Residential treatment facilities (RTF)
- Drug and alcohol treatment facilities
- Transitional living residence
- Mobile and outdoor programs
- Residential facilities
- Kinship homes

Delinquent children and adolescents are children and adolescents who have been adjudicated delinquent by the juvenile court and placed in temporary secure juvenile detention center (JDC), secure care or any of the settings listed above. They are under the supervision of the juvenile court and there is no transfer of legal custody to a public agency.

electronic Client Information System (eCIS) - The Department's automated file of previous, current and future MA Recipients and BH-MCO Members.

Community HealthChoices (CHC)– Pennsylvania's managed care program that uses managed care organizations to coordinate physical health care and LTSS for older persons, persons with physical disabilities, and persons who are dually eligible for Medicare and Medicaid (dual eligibles).

Community HealthChoices Managed Care Organizations –A Commonwealth-licensed risk bearing entity which has entered into an Agreement with the Department to manage the purchase and provisions of physical health and LTSS under Community HealthChoices.

Daily Membership File – A HIPAA-compliant 834 electronic file generated by the Department's contractor on a daily basis (exclusive of weekends and Department holidays), which is transmitted to the Primary Contractor (or its subcontractor). The Daily Membership File contains information on changes made to MA Recipient records on eCIS, and may include: retroactive, current or prospective MA eligibility, and current or retrospective BH-MCO coverage information.

Drug and Alcohol Residential Facility – Includes inpatient or non-hospital residential drug and alcohol services. Non-hospital residential includes residential detox, rehab and half-way house.

Institution for Mental Disease (IMD) (as defined by CMS in 45 CFR 435.1010) - A hospital, nursing facility, or other institution of more than sixteen (16) beds that is primarily engaged in providing diagnosis, treatment or care of persons with mental diseases, including medical attention, nursing care and related services. Whether an institution is an IMD is determined by its overall character as that of a facility established and maintained primarily for the care and treatment of individuals with mental disease, whether or not it is licensed as such.

Long-Term Services and Supports (LTSS) – Services and supports provided to a CHC Member who has functional limitations or chronic illnesses that have a primary purpose of supporting the ability of the CHC Member to live or work in the setting of his or her choice, which may include the Member's home or worksite, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting.

MA Eligibility Period - A period of time during which a Recipient is eligible to receive MA benefits. An eligibility period is indicated by the eligibility start and end dates on eCIS. A blank eligibility end date on eCIS signifies an open-ended eligibility period. MA eligibility on a date does not necessarily equate to BH-MCO membership on the same date.

Monthly Membership File - A HIPAA-compliant 834 electronic file, generated by the Department's contractor on the next to the last Saturday of the month that is transmitted to the Primary Contractor (or its subcontractor). The Monthly Membership File lists retroactive, current and prospective BH-MCO Members, specifying for each BH-MCO Member the corresponding eligibility period, PH-MCO coverage and BH-MCO coverage. Recipients not included on this file with an indication of prospective coverage will not be the responsibility of the BH-MCO unless a subsequent Daily Membership File indicates otherwise. Those with an indication of future month coverage will not be the responsibility of the BH-MCO if a Daily Membership File received by the BH-MCO prior to the beginning of the future month indicates otherwise.

Negation BH-MCO Member Record - A BH-MCO Member Record used by the Department

to advise the Primary Contractor that a certain related BH-MCO Member Record previously submitted by the Department to the Primary Contractor should be negated. A Negation BH-MCO Member Record can be recognized by its sequence of BH-MCO membership start and end dates with the end date preceding the start date.

Open-ended - A period of time that has a start date and does not have a definitive end date.

PH-MCO Coverage Period - A period of time during which a Recipient is eligible for MA coverage and a PH-MCO coverage period exists on eCIS. Exceptions and clarifications are identified in the *PH-MCO Recipient Coverage Document* (Exhibit BB of the HealthChoices Physical Health Agreement).

PH-MCO Member - An MA Recipient who is enrolled with a specific PH-MCO and to whom the PH-MCO is responsible to provide physical health MA benefits under the provisions of the HealthChoices Physical Health Program. BH-MCO coverage for a Recipient does not suggest the Recipient also has PH-MCO coverage on the same date.

Physical Health Managed Care Organization (PH-MCO) - A Commonwealth licensed risk-bearing entity, which has contracted with the Department to manage the purchase and provision of physical health services under the HealthChoices Physical Health Program.

Recipient - A person eligible to receive medical and behavioral health services under the MA program of the Commonwealth of Pennsylvania.

System Date – The System Date is the date a change in coverage or eligibility is entered into the e CIS. The effective date of the change may be different than the System Date, as evidenced by the fact that the BH-MCO coverage effective begin date is the MA eligibility begin date or the System Date – whichever is greater.

BEHAVIORAL HEALTH AUDIT CLAUSE

AUDITS

Annual Contract Audits

The Primary Contractor shall cause, and bear the costs of, an annual contract audit to be performed by an independent, licensed Certified Public Accountant. The contract audit shall be completed using guidelines provided by the Commonwealth. Such audit shall be made in accordance with generally accepted government auditing standards. The contract audit shall be submitted to the Commonwealth no later than the 15th day of the fifth month after the contract period is ended.

If circumstances arise in which the Commonwealth or the Primary Contractor invoke the contractual termination clause or determine the contract will cease, the contract audit for the period ending with the termination date or the last date the contractor is responsible to provide medical assistance benefits to HealthChoices recipients shall be submitted to the Commonwealth no later than the end of the fifth (5th) month after the contract termination date or the last date the contractor is responsible to provide medical assistance benefits.

The Primary Contractor shall ensure that audit working papers and audit reports are retained by the Primary Contractor's auditor for a minimum of five (5) years from the date of final payment under the contract, unless the Primary Contractor's auditor is notified in writing by the Commonwealth to extend the retention period. Audit working papers shall be made available, upon request, to authorized representatives of the Commonwealth or Federal agencies. Copies of working papers deemed necessary shall be provided by the Primary Contractor's auditor.

Distribution shall be as follows:

Three (3) copies to: Pennsylvania Office of the Budget
Public Health and Human Services Comptroller Office 1010
North 7th Street
Eastgate Building, Suite 316 Harrisburg,
PA 17102-1410

Two (2) copies to:

Regular Mail:

Department of Human Services
Office of Mental Health and Substance Abuse Services
Bureau of Financial Management and Administration
Division of Medicaid and Financial Review
P.O. Box 2675
Harrisburg, PA 17105-2675

Overnight Courier:

Department of Human Services
Office of Mental Health and Substance Abuse Services Bureau of Financial Management and Administration Division of Medicaid and Financial Review Commonwealth Towers, 12th Floor
303 Walnut Street
Harrisburg, PA 17101

Annual Entity-Wide Financial Audits

The Primary Contractor and its Prime Subcontractor shall provide to the Commonwealth a copy of its annual entity-wide financial audit, performed by an independent, licensed Certified Public Accountant. Such audit shall be made in accordance with generally accepted auditing standards. If the Primary Contractor is a county government, the report on such audit shall be submitted within nine months after the end of the county's fiscal year. If the Primary Contractor or Prime Subcontractor is not a county government, such audit shall be submitted to the Commonwealth within 180 days after the entity's fiscal year end. If the Primary Contractor or Prime Subcontractor is a Commonwealth-licensed, risk-bearing entity, the annual audit prepared and submitted to the Pennsylvania Insurance Department, is acceptable for submission to the Department of Human Services.
Distribution shall be as follows:

One (1) copy to: Pennsylvania Office of the Budget
Public Health and Human Services Comptroller Office
Assistant Comptroller for Medical Assistance
P.O. Box 2675
Harrisburg, PA 17105-2675

One (1) copy to: Department of Human Services
Office of Mental Health and Substance Abuse Services Bureau of Financial Management and Administration Division of Medicaid and Financial Review
P.O. Box 2675
Harrisburg, PA 17105-2675

Other Financial and Performance Audits

The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional financial or performance audits of the Primary Contractor, its Prime Subcontractors or providers. Any such additional audit work will rely on work already performed by the Contractor's auditor to the extent possible. The costs incurred by the federal or state agencies for such additional work will be borne by those agencies.

Audits of the Primary Contractor, its Prime Subcontractors or providers may be performed by the Commonwealth or its designated representatives and include, but are not limited to:

- Financial and compliance audits of operations and activities for the purpose of determining the compliance with financial and programmatic record keeping and reporting requirements of this contract;

- Audits of automated data processing operations to verify that systems are in place to ensure that financial and programmatic data being submitted to the Commonwealth is properly safeguarded, accurate, timely, complete, reliable, and in accordance with contract terms and conditions; and

- Program audits and reviews to measure the economy, efficiency and effectiveness of program operations under this contract.

Audits performed by the Commonwealth shall be in addition to any federally-required audits or any monitoring or review efforts. Commonwealth audits of the Primary Contractor's or its Prime Subcontractor's operations will generally be performed on an annual basis. However, the Commonwealth reserves the right to audit more frequently, to vary the audit period, and to determine the type and duration of these audits. Audits of Prime Subcontractors or providers will be performed at the Commonwealth's discretion.

The following provisions apply to the Primary Contractor, its Prime Subcontractors and providers:

- Except in cases where advance notice is not possible or advance notice may render the audit less useful, the Commonwealth will give the Primary Contractor, its Prime Subcontractors or providers (Entity) at least three weeks advance written notice of the start date, expected staffing, and estimated duration of the audit. While the audit team is on-site, the Entity shall provide the team with adequate workspace; access to a telephone, photocopier and facsimile machine; electrical outlets; and privacy for conferences. The Primary Contractor shall also provide, at its own expense, necessary systems and staff support to timely extract and/or download information stored in electronic format, gather requested documents or information, complete forms or questionnaires, and respond to auditor inquiries. The Entity shall cooperate fully with the audit team in furnishing, either in advance or during the course of the audit, any policies, procedures, job descriptions, contracts or other documents or information requested by the audit team.

- Upon issuance of the final report to the Entity, the Entity shall prepare and submit, within thirty (30) calendar days after issuance of the report, a Corrective Action Plan for each observation or finding contained therein. The Corrective Action Plan shall include a brief description of the finding, the specific steps to be taken to correct the situation or specific reasons why corrective action is not necessary, a timetable for performance of the corrective action steps, and a description of the monitoring to be performed to ensure that the steps are taken.

Record Availability, Retention and Access

The Primary Contractor shall, at its own expense, make all records available for audit, review or evaluation by the Commonwealth, its designated representatives or federal agencies. Records required for this purpose include, but are not limited to: books, contracts, computer or other electronic systems of the Primary Contractor, its BH-MCO, BH-MCO Services Providers and Subcontractors. Access shall be provided either on-site, during normal business hours, or through the mail. During the contract and record retention period, these records shall be available at the Primary Contractor's chosen location, subject to approval of the Commonwealth. All records to be sent by mail shall be sent to the requesting entity within 15 calendar days of such request and at no expense to the requesting entity. Such requests made by the Commonwealth shall not be unreasonable.

The Primary Contractor shall maintain books, records, documents, and other evidence pertaining to all revenues, expenditures and other financial activity pursuant to this agreement as well as to all required programmatic activity and data pursuant to this agreement. Records other than medical records may be kept in an original paper state or preserved on micro media or electronic format. Medical records shall be maintained in a format acceptable by the Department. These books, records, documents and other evidence shall be available for review, audit or evaluation by authorized Commonwealth personnel or their representatives during the contract period, and for ten (10) years from the final date of the Agreement period or from the date of completion of any audit, whichever is later, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all tasks are completed.

Audits of Subcontractors

The Primary Contractor shall include in Prime subcontract agreements clauses, which reflect the above provisions relative to "Annual Contract Audits", "Annual Entity-Wide Financial Audits", "Other Financial and Performance Audits" and "Record Availability, Retention, and Access".

The Primary Contractor shall include in all contract agreements with other subcontractors or providers clauses, which reflect the above provisions relative to "Other Financial and Performance Audits" and "Record Availability, Retention, and Access".

HEALTHCHOICES BEHAVIORAL HEALTH PROGRAM

Program Standards and Requirements

Appendix X

HEALTHCHOICES CATEGORY/PROGRAM STATUS COVERAGE CHART

The following information may be obtained on the HealthChoices Extranet at Recipient Eligibility (sharepoint.com)

- Managed Care Categories/HCBP Chart

Appendix X.1

- Facility/Placement and Waiver Codes Coverage Chart
- Facility/Placement and Waiver Codes Descriptions (MCO/CAO version)

The following information may be obtained on the HealthChoices Extranet at Capitation Payment (sharepoint.com)

Appendix X.2

- 3-1-22 PROMISe™ Managed Care Payment System Table

The Department of Human Services transitioned the HealthChoices Extranet from the UCM platform to Microsoft SharePoint on July 28, 2021. This transition changed the way users request access to the site as there is no longer a self-registration link through an Extranet Landing Page. To access the Extranet, SharePoint requires ALL users to have a Microsoft account. If current HealthChoices Extranet users already have a work-related Microsoft account, they will not need to create a new one.

RESERVED

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES
OFFICE OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

Enrollment Process for "In Lieu Of " and "In Addition To" Service Providers

1. The HealthChoices enrollment process for in lieu of and in addition to service providers begins when a Primary Contractor or Behavioral Health Managed Care Organization (BH-MCO) identifies a service need and credentials and contracts with a provider. The following steps are included in this process:

   A. The Primary Contractor or BH-MCO identifies the need for in lieu of or in addition to service(s) and an appropriate provider (or providers) to deliver the service(s).

   B. The Primary Contractor or BH-MCO works directly with the Provider(s) to make application to enroll as an "in lieu of" and/or "in addition to" service provider.

   C. The Provider(s), with assistance from the Primary Contractor or BH-MCO, completes an enrollment application. The enrollment application includes:

      - HealthChoices In Lieu Of and In Addition To Services Provider Enrollment Application;
      - Provider Agreement for Outpatient Providers;
      - Ownership or Control Interest Form;
      - Document Generated by the Federal IRS listing name and FEIN or SSN;
      - In Lieu Of and In Addition To Service Description (where applicable);
      - BH-MCO Attestation Form;
      - OMHSAS Field Office Attestation Form (where applicable);

   D. There are two categories of services which require an In Lieu Of and In Addition To Service Description tailored to describe the provider-specific information. They are "standard" and "newly proposed."

      The "standard" services which require the submission of an In Lieu Of and In Addition To Service Description with the provider enrollment application include:

      - BSU Diagnostic Assessment
      - Drug and Alcohol Intervention
      - Drug and Alcohol Intensive Case Management
      - Drug and Alcohol Resource Coordination
      - Drug and Alcohol Level of Care Assessment

   A "newly proposed" service should fall into one of the 3 categories listed below:

   - Community Treatment Team

- Community Mental Health Services, Other
- Drug and Alcohol Services, Other

The Office of Mental Health and Substance Abuse Services (OMHSAS) will review the service description to determine if it is consistent with the requirements for the service and describes how the provider is proposing to deliver the service. Service descriptions that are incomplete or do not reflect provider-specific information will be returned to the Primary Contractor or BH-MCO.

A service description must be completed for each requested in lieu of and in addition to service a Provider is seeking to provide. The Enrollment Form identifies standard (i.e. existing in lieu of and in addition to services). Whether the Primary Contractor or BH-MCO is requesting one of these standard services or a brand new service not included on the form, a Service Description Form must be completed. The Primary Contractor or BH-MCO needs to review the OMHSAS' list of in lieu of and in addition to service descriptions, which have standard descriptions, staff qualifications, expected outcomes, and other information to determine if the particular service being considered is included.

If the in lieu of or in addition to service is not on the standard services list, the Primary Contractor or BH-MCO must assist the provider with developing a new in lieu of or in addition to service description.

- **Date of Submission** - list the date the Primary Contractor or BH-MCO submitted the service description to OMHSAS for review and approval;
- **Provider's Name** - Enter the name of the provider who will be providing this service;
- **Service Name** – Enter the name of the proposed service;
- **Primary Contractor or BH-MCO Name** – enter the name of the Primary Contractor or BH-MCO who is requesting this new service;
- **Description of Service** - complete this section;
- **Coding for Billing and/or Reporting of Services Rendered** – complete this section;
- **Anticipated Units of Services per Person** - complete this section;
- **Targeted Length of Service** - complete this section;
- **Information About Populations to be Served** - complete the table indicating the population, age ranges, projected numbers, and characteristics of the population to be served;
- **Program Philosophy, Goals, and Objectives** - complete this section;
- **Expected Outcomes** - complete this section;
- **Clinical Staffing Patterns** – complete this section;

- **Cost-Benefit Analysis** - complete this section.

E. The Primary Contractor or BH-MCO reviews the enrollment application for accuracy and completeness and completes the credentialing of the Provider.

F. If the original or modified enrollment application is accepted and is complete, the Appropriate entity signs the Attestation Form and forwards the enrollment application to the OMHSAS Field Office – when applicable.

G. OMHSAS Field Office (when applicable) - will review the enrollment application for completeness and for determination of the desire to include the In Lieu Of and In Addition To service provider and submit the new service description for review and approval through the Service System Review Committee (SSRC). After approval is received, the Field Office representative signs the OMHSAS Field Office Attestation Form and secures it to the front of the enrolment application.

H. OMHSAS has delegated the approval of Out-of-Network Providers to the Primary Contractor or BH-MCO. It is the BH-MCO's responsibility to enter into a written agreement with an Out-of-Network Provider, and to report person level encounters for the usage of Out-of-Network Providers. Out-of-Network Providers are not required to enroll as Medicaid providers. The Primary Contractor or BH-MCO should consider bringing frequently-used Out-of-Network Providers into the BH-MCO's network to ensure their inclusion in the BH-MCO's quality management review.

OFFICE OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
DEPARTMENT OF HUMAN SERVICES
PRIOR AUTHORIZATION REQUIREMENTS
FOR PARTICIPATING BEHAVIORAL HEALTH MANAGED CARE ORGANIZATIONS IN THE
BEHAVIORAL HEALTH HEALTHCHOICES PROGRAM

A. GENERAL REQUIREMENT

The Primary Contractor and its BH-MCO must submit to the Department a written description of their policies and procedures for the Prior Authorization of services. The Primary Contractor and its BH-MCO may require Prior Authorization for any services which requires Prior Authorization in the Medical Assistance Fee-for-Service (FFS) Program. The Primary Contractor and its BH-MCO must notify the Department of the FFS authorized services they will continue to prior authorize and the basis for their determinations of Medical Necessity. The Primary Contractor and its BH-MCO must request the Department's approval to require the Prior Authorization of any services not currently required to be prior authorized under the FFS Program. The Primary Contractor and its BH-MCO may not require Prior Authorization of Emergency Services or emergency inpatient admissions. Authorization of emergency inpatient services must be consistent with this Appendix. For each service to be prior authorized, the Primary Contractor and its BH-MCO must submit for the Department's review and approval the written policies and procedures in accordance with the guidelines described below.

The policies and procedures must:

- be approved by the Department in writing prior to implementation;
- adhere to specifications of the HealthChoices Behavioral Health (HC BH) Agreement, including the Program Standards and Requirements (PSR), federal regulations, applicable policy in Medical Assistance General Regulations, Chapter 1101, and DHS regulations;
- ensure that behavioral health care is medically necessary and provided in an appropriate, effective, timely, and cost efficient manner;
- adhere to the applicable requirements of the Centers for Medicaid and Medicare Services (CMS) Guidelines for Internal Quality Assurance Programs of Health Maintenance Organizations (HMOs), Health Insuring Organizations (HIOs), Health Information Exchange (HIEs) and Prepaid Health Plans (PHPs), contracting with Medicaid/Quality Assurance Reform Initiative (QARI); and
- include an expedited review process to address those situations when an item or service must be provided on an urgent basis.

Changes in state and federal law, state and federal regulations, or changes in federal or Department policy may require review of any previously approved Prior Authorization proposal. Any deviation from the Department's approved policies and procedures, including time frames for decisions, is considered to be a change and requires a new request for approval. Failure of the Primary Contractor and its BH-MCO to comply may result in the Department taking a corrective action.

The Department defines Prior Authorization as a determination made by the Primary Contractor or its BH-MCO to approve or deny payment for a Provider's request to provide a service or course of treatment of a specific duration and scope to a Member prior to the Provider's initiation or continuation of the requested service. The term Prior Authorization a includes but is not limited to:

- pre-certification;
- concurrent;
- predetermination;
- any other review for the purpose of authorizing services.

B. GUIDELINES FOR REVIEW

1. Basic Requirements

If the Prior Authorization is limited to specific populations, the Primary Contactor and its BH-MCO must identify all populations who will be affected by the proposal for Prior Authorization.

2. Verify Eligibility

At the time of review of a request for Prior Authorization, the BH-MCO must verify the Member's eligibility for coverage.

3. Medical Necessity Requirements

a. The Primary Contractor and its BH-MCO must describe the process to validate Medical Necessity for:
   - covered care and services
   - procedures and level of care
   - medical or therapeutic items

b. The Primary Contactor and its BH-MCO must conduct Prior Authorization reviews based on the medical necessity, appropriateness, setting, level of care and effectiveness of the service being reviewed.

c. The Primary Contractor and its BH-MCO must identify the source of the guidelines used to review the request for Prior Authorization of services. The guidelines must be consistent with the HC BH PSR definition of Medical Necessity.

d. Medical Necessity guidelines used by the Primary Contractor and its BH-MCOs must be approved by the Department and conform to Appendix S or T (as applicable) of the HC BH PSR.

   If the guidelines being used are:
   - purchased and licensed, the Primary Contractor and its BH-MCO must identify the vendor;

- developed/recommended/endorsed by a national or state health care provider association or society, the Primary Contractor and its BH-MCO must identify the association or society;
- based on national best practice guidelines, the Primary Contractor and its BH-MCO must identify the source of those guidelines;
- based on the medical training, qualifications, and experience of the BH-MCO's Medical Director or other qualified and trained practitioners, the Primary Contractor and its BH-MCO must identify the individuals who will make the Medical Necessity determinations.

e. The Primary Contractor and its BH-MCO must identify the qualifications of staff who will determine Medical Necessity. Medical Necessity determinations must be made by qualified and trained practitioners with appropriate clinical experience or expertise in treating the Member's condition or disease in accordance with CMS Guidelines, the HC BH PSR, and applicable Department policy.

f. Requests for service will not be denied for lack of Medical Necessity unless a physician or other health care professional with appropriate clinical experience or expertise in treating the Member's condition or disease determines:

- that the prescriber did not make a good faith effort to submit a complete request, or

- that the service or item is not medically necessary, after making a reasonable effort to consult the prescriber.

Additionally, if the Member is under 21 years of age, the reasonable efforts to consult with the prescriber must include a request that the Member, parent, or authorized representative of the Member, if the Member has an authorized representative, contact the prescriber to request that the prescriber contact the BH-MCO. The BH-MCO may request either in writing or by telephone that the prescriber be contacted by the Member, parent, or authorized representative of the Member at the same time the BH-MCO is attempting to consult the prescriber. The BH-MCO's decision on whether to approve or deny the requested service cannot take into account whether the Member, parent, or the authorized representative chose to contact the prescriber. The BH-MCO must document its attempts to reach the prescriber, including its request that the Member, parent, or authorized representative of the Member, if the Member has an authorized representative, contact the prescriber to request that the prescriber contact the BH-MCO.

4. Administrative Requirements

a. The Primary Contractor's and its BH-MCO's written policies and procedures must demonstrate how the Primary Contractor and its BH-MCO will ensure adequate care management and overall continuity of care among all levels and specialty areas.

b. The Primary Contractor's and its BH-MCO's written policies and procedures must explain how Prior Authorization data will be incorporated into the Primary Contractor's and its BH-MCO's overall Quality Management Plan.

c. The Primary Contractor and its BH-MCO shall make available a list, posted in a publicly accessible format and location on the BH-MCO's publicly accessible Internet website, that includes the services which require Prior Authorization. The site must also identify covered medications.

d. If a BH-MCO requires a participating Provider to transmit medical records in support of a Prior Authorization request electronically, and the Provider is capable of transmitting medical records in support of a Prior Authorization request electronically, the BH-MCO shall require the Provider to ensure that the BH-MCO has electronic access to the medical records, including the ability to print any medical records transmitted electronically, subject to applicable law and the Provider's corporate policies.

e. The inability of a Provider to transmit medical records in support of a Prior Authorization request electronically shall not constitute a reason to deny an authorization request.

f. A BH-MCO may supplement submitted information based on current clinical records or other current medical information for a Member as available if the supplemental information is also made available to the Member or Provider as part of the Member's authorization case file upon request.

g. The Primary Contractor and its BH-MCO must maintain a written record of adverse Prior Authorization decisions for at least three (3) years, including a detailed justification and all required notifications to the Provider and Member.

5. Notification, Complaint, Grievance, and Fair Hearing Requirements

The Primary Contractor and its BH-MCO must demonstrate how written policies and procedures for requests for Prior Authorization comply and are integrated with the Member notification requirements and the Member Complaint, Grievance, and Fair Hearing requirements of the HC BH PSR.

6. Requirements for Care Management/Care Coordination of Service(s)/Items(s) that do not require Prior Authorization

For purposes of tracking/care management/identification of certain diagnoses or conditions, and with advance written approval from the Department, the Primary Contractor and its BH-MCO may choose to establish a process or protocol requiring notification prior to service delivery. If this process does not involve any approvals/denials or delays in receiving the service, the Primary Contractor and its BH-MCO must notify Providers of this notification requirement. This process may not be administratively cumbersome to Providers and Members. These situations need not comply with the other Prior Authorization requirements contained in this Appendix.

C. Prior Authorization Review and Decision Process

1. Time frames for Notice of Decisions

a. The BH-MCO is required to process each request for Prior Authorization (prospective utilization review) of a service and ensure that the Member is notified of the decision as expeditiously as the Member's health condition requires, at least verbally within two (2) Business Days of receiving the request, unless additional information is needed. If no additional information is needed, the BH-MCO must mail written notice of the decision to the Member and the prescribing Provider within two (2) Business Days after the decision is made.

b. If additional information is needed to make the decision, the BH-MCO must request the additional information from the Provider within forty-eight (48) hours of receipt of the request and allow up to fourteen (14) Days for the Provider to submit the additional information. If a BH-MCO requests additional information, the BH-MCO must accept supplemental information from a member of the Provider's clinical staff.

c. The BH-MCO must provide written notice to the Member that additional information has been requested on the date the additional information was requested using the Notice of Request for Additional Information template supplied by the Department, which is available on DocuShare. The BH-MCO must also include the Non-Discrimination Notice and Language Assistance Services templates when it sends the Notice of Request for Additional Information. The BH-MCO may not modify the template.

d. If the requested information is provided within fourteen (14) Days, the BH-MCO must make the determination to approve or deny the service and notify the Member orally, within two (2) Business Days of receipt of the additional information. The BH-MCO must mail written notice of the decision to the Member and the prescribing Provider within two (2) Business Days after the decision is made. If the additional information is not received within fourteen (14) Days, the decision to approve or deny the service must be made based upon the available information and the Member notified orally within two (2) Business Days after the additional information was to have been received. The BH-MCO must mail written notice of the decision to the Member and the prescribing Provider within (2) two Business Days after the decision is made.

In all cases, if the Member does not receive written notification of the decision to approve or deny a covered service within twenty-one (21) Days from the date the BH-MCO received the request, the service is automatically approved. To satisfy the twenty-one (21) Day time period, the BH-MCO may mail written notice to the Member and the prescribing Provider on or before the eighteenth (18th) Day from the date the request is received. If the notice is not mailed by the eighteenth (18th) Day after the request is received, then the BH-MCO must hand deliver the notice to the Member, or the request is automatically authorized (i.e., deemed approved).

e. If the Member is currently receiving a requested service, the written notice of denial must be mailed to the Member at least ten (10) Days prior to the effective date of the denial of authorization for continued services. If probable Member fraud has been verified, the period of advance notice is shortened to five (5) Days. For acute inpatient services, the effective date on a denial of a continuation of services must be at least one (1) Day after the date of the notice. If the Member wishes to have services continued as previously approved, the Member must file a Grievance before the effective date of the denial as indicated on the denial notice.

f. Advance notice is not required when the BH-MCO has factual information confirming the death of a Member; the BH-MCO receives a clear written statement signed by a Member that the Member no longer wishes to receive services or gives information that requires termination or reduction of services and indicates that the Member understands that termination or reduction must be the result of supplying that information; the Member has been admitted to an institution where the Member is ineligible under the HC BH PSR for further services; the Member's whereabouts are unknown and the post office returns BH-MCO mail directed to the Member indicating no forwarding address; the Member has been accepted for Medicaid services by another State; or a change in the level of medical care is prescribed by the Member's physician.

g. If a Primary Contractor and its BH-MCO is performing a concurrent review the decision must be communicated within one (1) Business Day of the receipt of all supporting information reasonably necessary to complete the review.

2. Denial of Services

A denial of services is a determination made by a BH-MCO in response to a Provider's or Member's request for approval to provide a service of a specific amount, duration and scope which:

a. disapproves the request completely, or
b. approves provision of the requested service(s), but for a lesser amount, scope or duration than requested, or
c. approves provision of the requested service(s), but by a Network Provider, or
d. disapproves provision of the requested service(s), but approves provision of an alternative service(s), or
e. reduces, suspends, or terminates a previously authorized service.

NOTE: A denial of a request for service must be based upon one of the following five reasons, along with an explanation for the reason**,** which must be explicitly stated on the denial notice:

a. The service requested is not a covered service.
b. The service requested is a covered service but not for this particular Member (due to age, etc.).
c. The provider is not a Network Provider.
d. The information provided is insufficient to determine that the service is medically necessary.
e. The service requested is not medically necessary.

3. Authorization Decisions

Prior authorization review decisions must be made by an individual who is appropriately licensed and experienced to render such a decision.

Requests for Prior Authorization may only be denied upon review as follows:

A behavioral health denial decision based on Medical Necessity may be made by one of the following:

a. A licensed physician with appropriate training, knowledge or experience in the same or similar specialty that typically manages or consults on the service in question or by a licensed physician in consultation with an appropriately qualified third-party provider, licensed in the same or similar medical specialty as the requesting provider or type of provider that typically manages the Member's associated condition.
b. A licensed psychologist if the requested service is within the psychologist's scope of practice if the psychologist's clinical experience provides sufficient experience to review the specific service.

A licensed psychologist may not determine the Medical Necessity of requested inpatient services or prescribed medication.

A substance abuse services denial decision based on Medical Necessity may only be made by a licensed physician with appropriate training, knowledge or experience in the same or similar specialty that typically manages or consults on the service in question or by a licensed physician in consultation with an appropriately qualified third-party provider, licensed in the same or similar medical specialty as the requesting provider or type of provider that typically manages the Member's associated condition.

4. Peer-to-Peer

a. Peer-to peer review

i. In the case of a denied Prior Authorization request , a BH-MCO shall make available to the requesting provider a licensed health care professional for a peer-to-peer review discussion. The peer-to-peer reviewer provided by the BH-MCO shall meet the standards specified in section(C)(3) of this Appendix and have the authority to modify or overturn a BH-MCO's Prior Authorization decision.

ii. The procedure for requesting a peer-to-peer review discussion, including contact information for the BH-MCO or its utilization review entity, shall be available on the BH-MCO's publicly accessible Internet website and the provider portal.

iii. A provider may request a peer-to-peer review discussion during normal business hours or outside normal business hours, subject to reasonable limitations on the availability of qualified staff.

b. Peer-to-peer proxy

i. A Provider may designate, and the BH-MCO shall accept, another licensed member of the Provider's affiliated or employed clinical staff with knowledge of the Member's condition and requested service as a qualified proxy for purposes of completing a peer-to-peer discussion.

ii. Individuals eligible to receive a proxy designation shall be limited to licensed providers whose actual authority and scope of practice is inclusive of performing or prescribing the requested service. Authority may be established through a supervising provider consistent with applicable State law for nonphysician practitioners.

iii. The BH-MCO must accept and review the information submitted by other members of a provider's affiliated or employed staff in support of a Prior Authorization request.

iv. The Primary Contractor and its BH-MCO may not limit interactions with a Primary Contractor's and its BH-MCO's clinical staff solely to the requesting provider.

c. Peer-to-peer review timeline

i. The BH-MCO shall make a peer-to-peer review discussion available to a requesting provider from the time of a Prior Authorization denial until the internal Grievance process commences.

ii. If a peer-to-peer review discussion is available prior to the BH-MCO making a decision on the Prior Authorization request, the BH-MCO shall offer the peer-to-peer review discussion within the timelines specified in section (C)(1) of this Appendix.

5. Closely Related Services

If a provider performs a closely related service, the BH-MCO may not deny a claim for the closely related service for failure of the provider to seek or obtain Prior Authorization, if the provider notifies the BH-MCO of the performance of the closely related service no later than three (3) Business Days following completion of the service but prior to the submission of the claim for payment. The submission of the notification shall include the submission of all relevant clinical information necessary for the BH-MCO to evaluate the Medical Necessity and appropriateness of the service.

A BH-MCO's retrospective utilization review of Medical Necessity and appropriateness of the closely related service and the need for verification of the Member's eligibility for coverage is not limited by the requirement that the BH-MCO may not deny a claim for closely related services if the conditions in the prior paragraph are met.

6. Denial Notice

When a BH-MCO denies a request for services as defined in section (C)(2) of this Appendix a written denial notice must be issued to the Member or Member Representative and the prescribing provider using the appropriate denial notice template. The BH-MCO must also include the Non-

Discrimination Notice and Language Assistance Services templates when it sends the denial notice. The BH-MCO must use the templates supplied by the Department, which are available in DocuShare. The BH-MCO may not modify the templates and must follow the instruction in the templates.

The denial notice must include the following:

a. Specific reasons for the denial with references to the program provisions;
b. A description of alternative services recommended on the basis of placement criteria, e.g., Adult Placement Criteria for Drug and Alcohol services.
c. A description of the Member's right to file a Complaint or Grievance.
d. Information for the Member describing how to file a Complaint or Grievance.
e. An offer by the BH-MCO to assist the Member in filing a Complaint or Grievance.

Emergency Services

1. If a Member seeks Emergency Services and the emergency provider determines that Emergency Services are necessary, the provider shall initiate necessary intervention to evaluate and, if necessary, stabilize an Emergency Medical Condition of the Member without seeking or receiving authorization from the BH-MCO. The BH-MCO may not require a provider to submit a request for Prior Authorization for Emergency Services or emergency inpatient admissions.

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2. The Primary Contractor and its BH-MCO shall require the provider to notify the BH-MCO of the provision of Emergency Services and the condition of the Member within 10 Days following the presentation for Emergency Services. The Primary Contractor and its BH-MCO may not refuse to cover Emergency Services because the emergency department provider, hospital or fiscal agent did not notify the Member's BH-MCO of the Member's screening and treatment within 10 Days of presentation for Emergency Services.

3. Continued stay after stabilization of the emergency may be subject to concurrent review and Prior Authorization. The review procedures used by the BH-MCO shall be consistent with the involuntary commitment processes set forth in the Mental Health Procedures Act, 50 P.S. §§ 7101 et seq. If a request for continued stay after stabilization cannot be reviewed because it is uncertain if the individual is eligible for Medical Assistance, the BH-MCO must review the request within seven (7) Days of the eligibility issue being resolved and no later than one hundred and eighty (180) Days of the date of service. The BH-MCO must use the same time frame to review authorizations for continued stay for Network Providers and Out-of-Network Providers.

4. If at any time after requesting Prior Authorization, the provider determines the Member's medical condition requires Emergency Services, the Emergency Services must be provided in accordance with this Appendix.

E. Reporting and Monitoring

1. Denial Notice Reporting

The BH-MCO must report denial of services to the Department via the denial log, as detailed in Appendix M.

2. Quality Review of Denial Notices

a. The Primary Contractor and its BH-MCO are responsible for ensuring the content and quality of the denial notices are consistent with the Department's requirements by implementing a formal monitoring process with documented procedures that include (but may not be limited to):
   i. criteria used to review denial notices,
   ii. frequency of reviews,
   iii. percentage of denial notices to be reviewed,
   iv. selection process for the denial notices to be reviewed,
   v. plan to ensure denial notices for various levels of care are reviewed,
   vi. plan to communicate review results to the BH-MCO,
   vii. individuals responsible for the review and dissemination of results of the review, and
   viii. process to ensure the BH-MCO incorporates recommendations from the review.

b. The Primary Contractor and its BH-MCO are expected to comply with the Department's quality review of denial notices and the Department's efforts to ensure Primary Contractor oversight is adequate. The Department will specify a specific sample of denial notices that will be reviewed as part of the Department's quality review. The Department will review the denial notices to determine if the denial notices are compliant with federal and state regulations, policies, standards, and best practices.

DEPARTMENT OF HUMAN SERVICES

OFFICE OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

REGULATIONS AND POLICIES NOT APPLICABLE TO HEALTHCHOICES BEHAVIORAL HEALTH PROGRAM

Appendix BB(1) is an index of regulations. policies and bulletins which the Department reviewed and identified as either not applicable to the operation of the HealthChoices managed care program or contain MA Program Fee Schedule limits.

NOTE: As a reminder, services that would be subject to MA Program Fee Schedule limits must be approved if medically necessary.

REGULATIONS

CITATION/EXCLUSION	Relevant Portion if the Citation Does Not Apply in its Entirety
BH-MCOs are required to adhere to the provisions of all applicable Chapters of Title 55 of the Pennsylvania Code with the following exceptions:	
Chapter 1101 - General Provisions	
1101.21 Definition of "Shared Health Facility" (iv) and (v)	(iv) At least one practitioner receives payment on a fee-for-service basis. (v) A provider receiving more than $30,000 in payment from the MA program during the 12-month period prior to the date of the initial or renewal application of the shared health facility for registration in the MA program.
1101.83 Restitution and Payment	This regulation is waived to the extent it provides for the Department to seek restitution and repayment
Chapter 1151 - Inpatient Psychiatric Services	
1151.34	
1151.41(b),(c)(1-2),(d),(i) and (j)	
1151.42(a),(c),(d)	
1151.43(b)	
1151.45(2),(3)	
1151.46	
1151.48(a)(1-6),(9-16),(18-20)	
1151.50(b)(1-4)	
1151.52	
1151.53	
1151.54	
Chapter 1153 - Outpatient Psychiatric Services	
1153.2 Definitions – "Psychiatric Partial Hospitalization"	"for a minimum of 3 hours"
1153.14(9)	
1153.52(a)(2)	"separate billings for these additional services are not compensable"

CITATION/EXCLUSION	Relevant Portion if the Citation Does Not Apply in its Entirety
1153.52(b)(1)(iii)	"at least 3 hours"
1153.53(1)	"at least 3 hours"
1153.53(2-4)	
Chapter 1155 – Intensive Behavioral Health Services	
1155.1(b)	"… and the MA Program fee schedule."
1155.31(a)	"… and the MA Program fee schedule."
1155.41	
Chapter 1163 – Inpatient Hospital Services (Provisions applicable to Inpatient Drug and Alcohol Services)	
1163.59a.	"the Pennsylvania Client Placement Criteria". Note: The Department requires the use of The American Society of Addiction Medicine Patient Placement Criteria (ASAM) in place of the *Pennsylvania Client Placement Criteria*.
1163.455a.	"the Pennsylvania Client Placement Criteria". Note: The Department requires the use of The American Society of Addiction Medicine Patient Placement Criteria (ASAM) in place of the *Pennsylvania Client Placement Criteria*.
Chapter 1223 - Outpatient Drug and Alcohol Clinic Services	
1223.2 – Definitions – Level of care assessment	"the Pennsylvania Client Placement Criteria". Note: The Department requires the use of The American Society of Addiction Medicine Patient Placement Criteria (ASAM) in place of the *Pennsylvania Client Placement Criteria*.
1223.14(8),(9), (11)	
1223.52(a)(2),(a)(3),(c)	"Separate billing for these interviews are not compensable"
1223.52(d)(1)(i), (ii), (d)(3)	
Chapter 4300 - County Mental Health and Intellectual Disability Fiscal Manual	
4300.11	
4300.22	
4300.23	
4300.25 through 4300.28	
4300.41 through 4300.69	
4300.81 through 4300.108	
4300.111 through 4300.118	
4300.131 through 4300.160	
Chapter 5210 - Partial Hospitalization	
5210.3 Definitions – "Partial Hospitalization"	"for a minimum of 3 hours"

CITATION/EXCLUSION	Relevant Portion if the Citation Does Not Apply in its Entirety
Chapter 5221- Mental Health Intensive Case Management	
5221.42(b), (c), (f) unit g of services only,()	
5221.42(h)	….100% of the approved expenditure for

POLICIES

CITATION/EXCLUSION	Relevant Portion if the Citation Does Not Apply in its Entirety
BH-MCOs are required to adhere to the provisions set forth in the proposed rulemaking Chapter 5260, Family Based Mental Health Services for Children and Adolescents, published in Pennsylvania Bulletin, Vol. 23, NO. 18, May 1, 1993 with the following exceptions:	
5260.12(a)(2)	*Note: A determination of eligibility and a recommendation for family based mental health services can be made by a physician, a psychologist, or by another licensed practitioner if it is within their scope of practice.*
5260.12(b), (c), (d)	
5260.21(2)	….full-time director
5260.21(b)	….members of the treatment team and the program director may not be employed in another MH program…
5260.22(b)(1-7)	
5260.45(e), (f), (g),(i), (j), (k)	
5260.46	
Note: These exceptions also apply to the Family-Based Mental Health Services Contract Addendum	

BULLETINS

MEDICAL ASSISTANCE BULLETINS

CITATION/EXCLUSION	Relevant Portion if the Citation Does Not Apply in its Entirety
BH-MCOs are required to adhere to the provisions of all Medical Assistance Bulletins addressing the delivery of mental health services or applicable to the delivery of mental health services with the following exceptions:	
<u>Medical Assistance Bulletin 01-93-04,11-93-02, 13-93-02, 41-93-02, 53-93-02, 1165-93-01,</u>	
Payment for Mental Health Services Provided in a Residential Treatment Facility for Eligible Individuals Under 21 Years of Age (applies at accredited RTFs only)	
"Purpose", 1st paragraph	
"Policies & Procedures:", A. 4.	
"Policies & Procedures:", C.	
"Policies & Procedures:", D.	
"Policies & Procedures:", E.	
Attachment F, 1150 Administrative Waiver Request Form	

CITATION/EXCLUSION	Relevant Portion if the Citation Does Not Apply in its Entirety
Attachment G, Welfare CASSP Services Plan of Care Summary	
Attachment H, Community-Based Mental Health Services – Alternatives to Residential Treatment Services form	
Attachment I, Area Offices	
Medical Assistance Bulletin 01-94-01, 41-94-01, 48-94-01, 49-94-01, 50-94-01 **Outpatient Psychiatric Services for Children Under 21 Years of Age**	
"Background"	
"Exception"	
"Note"	
"Reminder"	"and must be requested from the Office of Medical Assistance through the 1150 Waiver Process."
"Requirements and Procedures": first two paragraphs and Bullet 1	
"Requirements and Procedures": Bullet 6	
Pages 3 - 9	Content under "MA Fee" and "Procedure Code" Headings, "Limit of three per year of any combination of the procedure codes listed above."
Medical Assistance Bulletin 1153-95-01 **Accessing Outpatient Wraparound Mental Health Services Not Currently Included in the Medical Assistance Program Fee Schedule for Eligible Children Under 21 Years of Age**	
"Requirements for Outpatient … not included on the Fee Schedule": C. 2., third paragraph	"A Provider Type 50 may provide…"
"Requirements for Outpatient … not included on the Fee Schedule": D. 1. & D. 2.	
"Procedures for Outpatient Wraparound MH Services": A. 1. a.	
"Procedures for Outpatient Wraparound MH Services": A. 3. – A. 9. (Including any "Note" paragraphs)	
"Procedures for Outpatient Wraparound MH Services": B	
Attachment D, Subcontract Agreement Form	
Attachment E, Outpatient Service Authorization Request	
Attachment H, Request for Expedited Outpatient Behavioral Health Services	
Medical Assistance Bulletin 1157-95-01, 01-95-12, 12-95-08, 12-95-04, 13-95-01, 14-95-01, 17-95-05, 41-95-03, 50-95-03, 53-95-01 **Mental Health Services Provided in a Non-JCAHO Accredited Residential Treatment Facility for Children Under 21 Years of Age**	
"Requirements for Non-JCAHO…": A. 2. c.	
"Requirements for Non-JCAHO…": A. 4.	
"Requirements for Non-JCAHO…": B.	
"Requirements for Non-JCAHO…": C.	"To receive MA reimbursement"

CITATION/EXCLUSION	Relevant Portion if the Citation Does Not Apply in its Entirety
"Requirements for Non-JCAHO…": D. 1.	
"Requirements for Non-JCAHO…": D. 2.	"Payment will be made only for services prior approved by OMAP"
"Requirements for Non-JCAHO…": A. & B.	
Attachment B, Interagency Service Planning Team Procedures and Responsibilities, 3. e., 4. b., & 4. e.	
Attachment F, MA-97 Outpatient Service Authorization Request	
Attachment G, CASSP Services Plan of Care Summary	
Attachment H, Community Based MH Services Form	
Attachment I, OMHSAS, Children's Specialists	
Attachment K, Request for Expedited Services	
Medical Assistance Bulletin 01-95-13, 11-95-09, 12-95-05, 13-95-02, 14-95-02, 17-95-06, 41-95-04, 50-95-04, 53-95-02, 1165-95-01 **Updated – JCAHO Accredited RTF Services**	
"Procedures": 3. HIO and HMO	
"Procedures": 4. Invoicing for RTF Services	
"Procedures": 5. Therapeutic Leave, paragraph 3 and the first sentence in paragraph 4.	
"Procedures": 6. Hospital Admissions, b. & c.	
Medical Assistance Bulletin 50-96-03 Summer Therapeutic Activities Program	
Page 2, Services section	"provided for a minimum of three hours and a maximum of six hours per day, at a maximum of five days per week"; "service period is a minimum of two weeks with a maximum of five weeks per calendar year".
"Services": 5th paragraph beginning, "Summer therapeutic activities programs are considered to be…"	Final sentence, "…with full supporting documentation as set forth in MA Bulletin 1153-95-01, through the 1150 Administrative Waiver process." NOTE: The required supporting documentation for the provision of this service does not apply except as required by the MCO for their provider network.
"Provider Requirements": Section 1.	
"Payment for Services"	
Attachment - Service Description Format	
Medical Assistance Bulletin 01-97-08, 17-97-03, 41-97-01, 48-97-01, 49-97-03, 50-97-02	
Diagnostic and Psychological Evaluations	
Page 2, 1st Paragraph	"The Department limits these procedure codes to three per child per year regardless of the combination of procedure codes…..(to end of paragraph)"
Medical Assistance Bulletin 01-98-10, 41-98-02, 48-98-02, 49-98-04, 50-98-03 **Change in Billing Procedure for Behavioral Health Rehabilitation Services**	
"Discussion"	

CITATION/EXCLUSION	Relevant Portion if the Citation Does Not Apply in its Entirety
Medical Assistance Bulletin 01-98-19 Clozapine Support Services	
"Non-covered services": 1, 3, 4 and 5	
"Eligible Recipients", 2nd paragraph	The maximum time-period for each order shall not exceed six consecutive calendar months.
"Payment": Second paragraph	
Medical Assistance Bulletin 17-99-02, 50-99-03 **Procedures for Licensed, Enrolled Mental Retardation Providers to Access and Submit Claims for Outpatient Behavioral Health Services for Individuals Under 21 Years of Age**	
"Procedures" 2, 3, 4 and 5	
"Procedures for Handling TSS, MT, and BSC Services Already Approved Through the 1150 Administrative Waiver Process": 1, 2 and 3	
Medical Assistance Bulletin – 28-99-02, 29-99-01	
Medication Management Visit	
Page 1, under **Discussion:** Sub-Heading: "For outpatient psychiatric clinics:" sub-heading: "Medication Management Visit"	"This visit is limited to a maximum of four visits per month"
Page 2, Sub-Heading: "For outpatient drug and alcohol clinics:" sub-heading: "Medication Management Visit"	"This visit is limited to a maximum of four visits per month"
Medical Assistance Bulletin –08-06-18	
Mobile Mental Health Treatment:	
Attachment 1	

BH-MCOs are not required to adhere to the provisions of the following Medical Assistance Bulletins:
Medical Assistance Bulletin 01-97-16 Changes in Procedure for Requesting and Billing Therapeutic Staff Support (TSS) Services
Medical Assistance Bulletin 28-97-06 Change in Billing Procedures for Psychotherapy
Medical Assistance Bulletin 50-97-03 Training for EPSDT Expanded Services Providers (Provider Type 50) on Completing Medical Assistance Invoices
Medical Assistance Bulletin 99-98-12 Accurate Billing for Units of Service Based on Periods of Time
Medical Assistance Bulletin 19-99-04 Prescriptions Not Received by the Medical Assistance Recipients
Medical Assistance Bulletin 28-99-03 Increased Fees for Outpatient Psychiatric Clinics, Psychiatric Partial Hospitalization Programs and Outpatient Drug and Alcohol Clinics

OMHSAS BULLETINS

CITATION/EXCLUSION	Relevant Portion if the Citation Does Not Apply in its Entirety
BH-MCOs are to adhere to the provisions of the following Office of Mental Health and Substance Abuse Services Bulletins listed below with the following exceptions:	
OMH-91-19 Transmittal of General Family Based Mental Health Services Program Issues	
"Operational Issues": 7	
Fiscal Issues": 40, 46, 47, 56, 57 and 62	
"Rates": 67, 70, 72-75	
"Miscellaneous Q&A": 1	
OMH-92-16 Mental Health Crisis Intervention Services: Implementation	
Attachment A, Payment Process	
Attachment B, Enrollment	
Attachment C, Guidelines – Payment Section	
Subsections A - E	Payment Conditions
OMH-93-09 Resource Coordination: Implementation	
Attachment A, Fiscal Issues	
Attachment B, Enrollment	
Attachment C, Guidelines – Payment	
OMH-93-10 Mental Health Crisis Intervention Services Guidelines	
"Issues and Guidelines": 1, 2, 3, 4, 8	
OMHSAS 10-03 Blended Case Management (BCM) Revised	
Attachment D, Section 1: General Provisions, Provider Participation	Requirement to be "bound by the General Provisions (Chapter 1101); MA Program Payment Policies (Chapter 1150), and the specific criteria outlined in this bulletin"

BH-MCOs are not required to adhere to the provisions of the following Office of Mental Health and Substance Abuse Services Bulletins:
OMH-94-09 180 Day Exception Requests of MA Invoices
OMH-94-07 180 Day Exception Requests and Invoices Submission Time Frames
OMH- 95-02 Maximum Allowable Rates of Reimbursement for Psychiatric Physicians
OMH-96-04 Procedures for Claiming Federal Reimbursement on Administrative Costs for Medicaid Funded Mental Health Services
OMHSAS-03-01 Mental Health Crisis Intervention (MHCI) Fee Schedule
OMHSAS-99-02 Maximum Allowable Rates of Reimbursement for Psychiatric Physicians
OMHSAS-05-01 Cost Settlement Policy and Procedures for Community-Based Medicaid Initiatives

BH-MCOs are not required to adhere to the provisions of the following Office of Mental Health and Substance Abuse Services Bulletins:
00-88-03 Appropriate Billing for Psychiatric Partial Hospitalization Services and Psychiatric Outpatient Clinic Providers
00-88-14 Fee Schedule Revisions and Transportation Requirements
4000-95-01 Room and Board Payments for Mental Health Only Children in Residential Facilities Which Are Not JCAHO Accredited
Administrative Bulletin 2015-01 Maximum Rate- of State Participation for Mileage – County Children and Youth Agencies and Mental Health/Intellectual Disabilities/Early Intervention Programs

DEPARTMENT OF HUMAN SERVICES, OFFICE OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

REGULATIONS AND POLICIES THAT MUST NOT BE IMPLEMENTED WITHIN HEALTHCHOICES BEHAVIORAL HEALTH PROGRAM

Appendix BB(2) is an index of regulations which the Department determined contain quantitative treatment limitations which must not be applied as limitations on coverage, consistent with the requirements of the *Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act* (MHPAEA) of 2008 (P.L. 110-343, 122 Stat. 388) and the final rule *Medicaid and Children's Health Insurance Programs; Mental Health Parity and Addiction Equity Act of 2008; the Application of Mental Health Parity Requirements to Coverage Offered by Medicaid Managed Care Organizations, the Children's Health Insurance Program (CHIP), and Alternative Benefit Plans,* issued by CMS on March 30, 2016. See also Medical Assistance Bulletin 99-15-05, *Implementation of HealthChoices Medicaid Expansion*, issued April 28, 2015.

NOTE: Services that would have been subject to these limits must be approved if medically necessary.

CITATION/EXCLUSION	Relevant Portion if Citation Does Not Apply in its Entirety
BH-MCOs must not implement treatment limitations described in the following:	
Chapter 1151 – Inpatient Psychiatric Services	
1151.43(a) – 30 days of inpatient psych hospital services per fiscal year	
Chapter 1153 – Outpatient Psychiatric Services	
1153.2 Definitions – "Psychiatric partial hospitalization"	"a maximum of 6 hours".
1153.53(a)(1)	
1153.53(a)(2)	"a maximum of 6 hours".
1153.53(a)(3)-(6),(11),(12)	
Chapter 1223 – Outpatient Drug and Alcohol Clinic Services	
1223.53	

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HUMAN SERVICES

OFFICE OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

Indicators of the Application of Cultural Competence Principles

Cultural Competence has long been an expectation of Pennsylvania's public mental health system. Included in the CASSP and CSP Principles from their inception, cultural competence has historically focused on the four traditionally under served populations of African Americans, Latinos, Asian Americans and Native Americans. More recently, the Office of Mental Health and Substance Abuse Services (OMHSAS) in collaboration with the OMHSAS Cultural Competence Advisory Committee, has taken a broader view of culture.

Recognizing the diversity that makes up Pennsylvania's population, Cultural Competence is viewed as inclusive of rural and urban populations, deaf persons, the Amish, groups of recent refugees and clusters of various ethnic populations that are scattered across the Commonwealth, as well as the traditionally identified populations.

The Department of Human Services (Department) in its issuance of the Request for Proposals for the HealthChoices Behavioral Health Program recommends the implementation of Cultural Competence Principles by the Primary Contractor, managed care organization (MCO), its subcontractors and any associated provider networks.

It is the expectation that the implementation of Cultural Competence Principles will result in a system that understands the implications of racial genetics for medication prescription, the differences in help seeking behaviors among various groups and populations and the basis of internal and external stigma related to mental illness, as well as many other barriers to a successful and effective system of care.

PRINCIPLES OF CULTURAL COMPETENCE

1. Principle of the Universality of Ethnicity and Culture. Each person is aging therefore has an age and an age cohort. Each person has: a gender, therefore a gender orientation; abilities, therefore limitations; resources deriving from social constructs, therefore a socioeconomic status; a family history and a legacy that precedes by many generations, therefore an ethnicity and a culture. Identification with others by all these means helps provide a sense of security, belonging and identity. It is this power that drives "Honk if you own a Volkswagen", or "the wave" at ball parks to work so effectively. Each human encounter in so far as it crosses some boundary of age, belief or practice is, in a sense, a cross-cultural encounter, but we have many bridges to facilitate the crossing.

Culture is more than just membership in one's racial/ethnic group. Culture is a dominant force arising within us from our parental and community upbringing, serving to shape behavior, values, cognition and social institutions.

In the treatment setting, every consumer must be valued within his/her cultural context. Observed differences are to be appreciated as sources of strength and enrichment and resources of reconnection and reintegration. Within each individual's thinking, personal history and family culture lay the defining attributes of his or her problems and the solutions. The wholeness of the individual is important for a complete evaluation and effective intervention.

2. Principle of Cultural Competence. Treatment, recovery and rehabilitation are more effective when consumers and families fully engage in services that are compatible with their cultural values and world-views. Services that are culturally competent are provided by individuals who have the skills to recognize and respect the behavior, ideas, attitudes, values, beliefs, customs, language, rituals, ceremonies and practices characteristic of a particular group of people (Child and Adolescents Services Systems Program Principles). These skills are used to determine consumer wellness/illness, establish individualized and consumer-driven plans and goals, and to create unique services that are community-based and that integrate natural supports. Cultural competence entails knowledge of consumers' literacy level, native languages, levels of acculturation and assimilation, and cultural health care beliefs, customs and practices. This body of knowledge guides the service system to increase consumer access to services, and to better design, implement and evaluate services tailored to particular cultural groups. The principle entails vigorous integration of cultural competency principles and standards of practice throughout all levels of behavioral health and substance abuse planning, policy-making, research, evaluation, training and service delivery.

3. Principle of Social and Environmental Influences. Social conditions of poverty, unemployment, discrimination, class rank, immigration status, and isolation greatly impact all aspects of behavioral health care and contribute deleterious effects and exacerbate symptomatology. Effective service outcomes and quality of life are achieved when the consequences of these social experiences are identified and incorporated into health care planning and service delivery. Services are designed and funded to assure these conditions are not barriers to health care. The service system assures that services do not
merely reach the most motivated, educated and socially mobile consumer and family. Service evaluations entail assessing the prevalence of these social conditions in communities, and engaging consumers at the highest risk of illness. Planning processes recognize social conditions and their impact on health and interventions. Professionals avoid assigning fixed diagnoses and characteristics to consumers who are merely responding to stressful social conditions. Service systems adopt *no-reject/no-eject* standards of practice so that no consumer is rejected or ejected from services because of behavior that is necessary to survive and cope in their social conditions.

4. Principle of Consumer-Driven Services. Consumer-driven services include activities that individualize plans, assessments and services that focus on the priorities, values and goals of consumers and families. Whenever possible, self-help services are created and utilized. Consumer-driven services foster self-determination and choice. Cultural groups are fully engaged when they are actively involved in the design, implementation and evaluation of services that fit their unique worldview. For many cultural groups this entails services that heal the wounds of bias and discrimination. It entails the establishment of linguistically appropriate services, assuring the availability of culturally competent advocates, and educating consumers on the workings of the service system. Consumers, and their families and communities, fully participate in determining the kind of services that best achieve goals for achieving high quality and meaningful lives. Systems of care must have a goal of empowering consumers, during the course of treatment, to be self- determining in all domains of their lives.

5. Principle of a System of Care. Systems of care are consumer-driven, highly coordinated service responses to multiple needs of consumers and families. They require professional willingness to engage, interact and communicate in effective partnerships with culturally diverse populations, and to encourage and value consumers' active role in the service planning process. In a system of care services focus on all domains of consumers' lives (mental health, education, medical, housing, social rehabilitation, employment) and integrate health care needs into a single coordinated plan of services that is individualized and culturally relevant. Services are community-based, involve natural supports, strength-based, and are least restrictive. Cultural and non-traditional ways of healing are integrated in case management and treatment/rehabilitation plans. All planning processes are consumer- driven and family-focused. Family and community members are engaged and invited into the planning and service delivery processes. This entails planning meetings that are community-based and are convenient to consumer availability. These strength-based, comprehensive plans are designed to enhance consumers achieving high quality and meaningful lives.

6. Principle of Access. Access occurs when cultural groups perceive that services are relevant to their life experience and world-view, and use them. Linguistic, geographic and cultural barriers to services are identified and removed. Service systems use culturally relevant media to inform and educate cultural groups, and the general public, about services and supports. Full access to services is determined by evaluating both the use of services by cultural groups as compared to the general population, and by evaluating the prevalence of concerns and problems in specific cultural communities. Increasing access results in less use of crisis and emergency services. Problems and concerns are identified early, and prevention and support services reduce the severity and prevalence of chronic illnesses. This principle entails identifying and overcoming transportation, poverty and community safety barriers to services. Whenever possible, services are community-based.

7. Principle of Quality of Life Outcomes. Consumers and families evaluate outcomes of services, and the service system, by their ability to enhance and improve quality of life. Quality of life is achieved when consumers reach and accomplish self-defined meaningful life goals. It involves having meaningful social roles within family and community. It involves consumer empowerment and self-determination to make decisions in all domains of their life. Case management and treatment/rehabilitation plans encompass all domains of consumers' lives to foster growth and development of necessary personal, social, employment and interpersonal skills to achieve fulfillment and wellbeing. Holistic approaches to health care are essential to assure consumers have a high quality of life.

8. Principle of Managed and Integrated Health Care. Costs of public health care are best managed and contained by providing high quality, effective mental health and substance abuse services tailored to consumers and family culture that integrate and coordinate medical, mental health and substance abuse. In this way, consumer engagement may be maximized, and use of more costly emergency services reduced. Primary health care that engages consumers in preventative health care throughout life development reduces costs and improves the overall health of our communities. Integrating physical and emotional health in assessments, plans and services is essential. The service system emphasizes managing care, and not dollars, by assuring consumers are in least-restrictive treatment settings, and gain access to services early.

Prevention is a key goal for managed and integrated systems of care. Prevention includes community education about mental illness, substance abuse, family support services, early identification programs and services, and social marketing campaigns to de-stigmatize mental illness. Prevention and early intervention necessitate behavioral health providers to link with physical health care providers and other community-based services. Assuring a high quality of life for consumers is considered an important aspect of prevention.
Subsequently, increasing community employment and job skill training are examples of prevention activities.

9. Principle of Data/Evaluated Driven Systems of Care. Traditional ways of collecting information, and planning and evaluating services, do not reach isolated and high-risk populations. Many existing information systems and planning processes do not attain information about communities, and only focus on those currently and traditionally served. Assuring services are culturally competent requires engaging communities to gather information about the prevalence of problems, stressful social conditions, substance abuse and mental illness. Data and findings are always interpreted in the context of each cultural community, and not merely compared to the general population as a normative standard. Individual, family and community outcomes are projected as an aspect of county planning processes. Storytelling, testimonials, and oral accounts of needs and satisfaction are considered data sources. In consumer-driven systems of care, feedback by consumers regarding service satisfaction and outcome are most important data for future planning and system re-design.

Outcomes and effectiveness of services are evaluated based on the prevalence of illness and problems in the cultural community, and not merely by comparing rates to the general population. This principle assures professionals and community members avoid using the dominant culture as a normative standard of health. Rates of illness are impacted by cultural, social and historic differences among social groups. Behavior that seems aberrant to the general population may be healthy responses to social conditions. Services target the unique patterns of illness and problems in cultural communities, and develop unique community-based health standards by which to evaluate services.

10. Principle of Least Restrictive/Least Intrusive Services. Services occur in settings that are the most appropriate and natural for the consumer and family, and are the least restrictive and intrusive in impacting the right of self-determination by consumers, families and communities. (CASSP) This means community-based, in-home and natural support services being first utilized, unless there are assessed indications that other services are necessary to assure outcomes and quality of life. Justification for more restrictive and intrusive services occurs at all levels of planning: initial assessment through discharge. Consumer, family and community members are included in determining the least restrictive/intrusive setting and service. As minorities are over-represented in restrictive settings, and as recipients of behavioral controlling treatments, service systems regularly collect data and monitor these services. Plans of action are created and implemented when evaluation finds cultural groups are over-represented in restrictive treatments.

GUIDELINES FOR THE APPLICATION OF CULTURAL COMPETENCE PRINCIPLES

ACCESS AND SERVICES AUTHORIZATION

Families and natural supports persons (self-defined family) have access to services in a respectful and welcoming manner. Services are provided in timely, convenient and easily accessible ways. Protocols exist to assure services are available to persons who are disinclined to accept treatment. Bilingual and bicultural providers, and trained interpreters, are available throughout the entire service system. Service availability and determination encompass a holistic rehabilitative approach that includes psychiatric, medical, social, vocational, behavioral, cultural, spiritual, familial and community supports.

Indicators of Guideline Application

1. Persons of diverse cultures and linguistic differences are served based on their preference and actual need.

2. Service systems utilize a variety of formats to disseminate culturally relevant information regarding mental health and addiction services, as well as non-traditional and self-help resources.

3. A written plan guides action that engages and encourages individuals in need of services but who are disinclined to accept treatment.

4. Service systems demonstrate timeliness in member access and authorization of services.

5. Service systems adopt flexible service hours to maximize the availability of services.

6. Service systems authorize cultural-based alternative and complementary treatment approaches that assure consumer engagement, retention and follow-up.

7. Service systems staff and Managed Care Organizations have culturally and linguistically competent staff available 24 hours a day, and 7 days a week.

8. Service agencies have a milieu and physical environment that reflects diversity and the surface cultures of consumers being served.

MEASURES OF GUIDELINE APPLICATION

1. Service utilization rates of traditionally under-served and over-represented persons are comparable to the prevalence of illness and problems that occur in the ethnic/cultural group. Cultural/ethnic community residents use behavioral healthcare providers as a community resource for all health concerns. In highly

2. restrictive services, utilization rates are comparable to all other groups in the general population.

3. Service providers have a list available in each facility of culturally and linguistically accessible services.

4. Descriptions of culturally sensitive services and programs are available for consumers in their community and other natural gathering places. Providers develop ethnically/culturally relevant ways of disseminating information that make services widely known in ethnic/cultural communities.

5. Educational and information materials reflect the languages and cultures of persons served.

6. Service systems track the utilization rates of persons who are traditionally disinclined to accept treatment. These systems develop studies on the prevalence of illness and problems in ethnic/cultural communities, and identify the barriers they experience to seeking help. Service systems create correction plans, implements actions, and measure improvements in help-seeking behavior. Indicators of positive impact include: decrease use of emergency rooms, decrease use of crisis services, increase number and use of advocacy groups, decrease arrest rates of persistently ill consumers, increase referral follow-through rates, and increase voluntary use of self- help and prevention services.

7. Service systems track the increase in availability of services. Availability is indicated by services occurring in settings that various ethnic/cultural groups define as comfortable, appropriate, consistent with their values and worldview, and complementary to their natural healing practices.

8. Service systems track the number and type of alternative and complimentary treatment approaches for various cultural groups. High performance is indicated by an integration of traditional healing practices and treatment approaches with professional models that capture the best of each.

9. Service systems determine consumer satisfaction and increase access because of flexible hours, and alternative and complimentary treatment.

10. Waiting area and offices display magazines, art, music, etc., reflective of the cultures and ethnic groups of consumers being served.

CASE MANAGEMENT

Case management shall be central to the operation of the multidisciplinary team. It reflects an understanding and appreciation of the values, norms and beliefs of consumers' cultures, and knowledge of resources in their communities. Case management recognizes the unique mental health/substance abuse issues associated with the consumer's economic conditions, social class, and experience of bias, discrimination and racism. Case management recognizes the impact of these issues on behavioral health and takes these into account in considering the cultural appropriateness of all services that are coordinated and managed. Case management advocates for the consumer, assures consumers are knowledgeable of service options, and assists consumers in making best choices. These activities are individualized to the diverse culture, race, ethnicity and language differences. Case management services participate in ongoing assessments of their service system to determine and assure that they are responsive to diverse consumer needs and experiences.

INDICATORS OF GUIDELINE APPLICATION

1. Consumers have access to a comprehensive array of services that are compatible with their culture.

2. Consumers receive culturally competent services that are coordinated within multiple domains, i.e., vocational, social, educational and residential settings.

3. Culturally competent services are continually created and adapted to meet the needs of consumers.

MEASURES OF GUIDELINE APPLICATION

1. Service utilization data and information are utilized to increase enrollment of under-served populations. Ethnic cultural group enrollment in less restrictive services (outpatient, self-help, social rehabilitation) increases to levels comparable to the general population. Enrollment in restrictive services (inpatient, involuntary commitments, jail treatment settings, court-ordered outpatient) decreases to levels comparable to the general population.

2. Service systems document culturally competent services and resources received by consumers. Individual and family definitions of culture, ethnicity and need guide the development of indicators for high levels of performance. Merely providing culturally competent services to person of color, or persons who are perceived different than

mainstream culture, is not an indicator of compliance.

3. Service systems document family and community contacts/visits, and visit locations. High levels of compliance are system-wide supports for family and community member advocacy and full participation in all aspects of case planning. Parent led support/advocacy groups naturally develop and influence decision-making throughout the delivery system. Merely having record of family member attendance at meetings is not an indicator of compliance.

4. Service systems document that consumers have improved relationships within family, and within social networks of their cultural group. High levels of compliance are indicated by fewer consumers estranged from their natural family, and high levels of family involvement in planning processes and support services.

5. Service systems document that consumers achieve the greatest degree of independence and self-determination. The use of restrictive services by ethnic/cultural groups is reviewed annually for use in comparison to the general population. Each provider implements a plan of correction until usage levels are comparable. Restrictive care includes the use of psychotropic treatment without complementary clinical/rehabilitative services.

6. Revised care plans and services demonstrate inclusion of ethnic, social and cultural factors.

7. Cultural competence training for all case managers is incorporated in reviews for regulation compliance. Training is designed for the ethnic/cultural groups that exist in the service community. Levels of training and competence are established.

8. Community resources and natural supports are included in all care plans.

TREATMENT/REHABILITATION PLAN

All persons served receive a treatment/rehabilitation plan that is holistic, and incorporates the consumer's choice of attainable goals, culturally compatible treatment modalities, and consumer driven alternative strategies of health care. These strategies include the use of family, community supports, spiritual leaders and folk healers. Plans are consumer driven, based on their individual strengths, and developed within the context of family and social networks so as to create a consumer-professional partnership. Plans are formulated and reviewed by culturally competent professionals and culturally competent consultants in full collaboration with consumers and families.

INDICATORS OF GUIDELINE APPLICATION

1. Identification and creation of culturally relevant goals.

2. Use of culturally compatible modalities and alternative strategies.

3. Consumers and families fully participate and share in the development of goals and wishes, and express satisfaction with their role and participation.

MEASURES OF GUIDELINE APPLICATION

1. Plans document consumer wishes and goals. These may be related to employment, education, training, personal appearance, health, family relationships, social activities and social relationships. Plans specify ethnically/culturally relevant wishes and goals.

2. Service systems document consumer and family satisfaction with their participation in the treatment/rehabilitation planning process. Low levels of satisfaction trigger plans of correction, implementation of these plans, and re-evaluation.

3. Plans outline cultural relevant treatment and rehabilitation modalities and strategies.

4. Service systems document that professionals are trained in the development of culturally competent treatment and rehabilitation plans. Training, staff skills, and cultural competence will be greatly impacted by the kinds of ethnic/cultural groups in the service area. A high level of performance is indicated by professional standards for competence for each ethnic/cultural group, and not a generalized declaration of professional competence due to completion of a generalized cultural competence training program.

5. Service systems create all written planning materials and documents in plain and simple text that is readily comprehended by consumers and families.

RECOVERY AND SELF-HELP

Recovery and self-help groups are readily available, and function as an integral part of a seamless continuum of care. Recovery and self-help groups are culturally diverse and culturally compatible, incorporating consumer-driven goals and objectives that are oriented toward rehabilitation and recovery outcomes. Culturally competent providers and consumers in recovery are enlisted as consultants and educators to assist in the creative development of alternative treatment services, models and supports that are compatible with the lifestyles, values and beliefs of various cultures.

INDICATORS OF GUIDELINE APPLICATION

1. Services are accessible and available in a variety of settings, including churches, neighborhood facilities, and consumer residences.

2. Service system creates more integrated, culturally and linguistically specific, recovery groups.

3. Services are readily accessible and available in a variety of settings.

4. Community groups, consumers in recovery and other natural supports groups are recruited in the development and design of recovery and self-help service models.

MEASURES OF GUIDELINE APPLICATION

1. Service systems document the increased use of recovery and self-help programs by consumers of various cultural groups. As families and communities are engaged in services, the number of ethnic/cultural self-help, advocacy and recovery groups increase. A high-level of self-determination which is emphasized while maintaining inclusion in the service system is a strong performance indicator.

2. Service systems document an increase in the variety of ethnically/culturally relevant recovery and self-help programs. The array of ethnic/cultural services increases as the service system better engages and empowers families and communities.

3. Providers make available to consumers a list of recovery and self-help services in locations that are readily accessible to consumers and their communities.

CULTURAL ASSESSMENT

A cultural assessment is conducted by competent staff for each consumer, and within the context of the consumer's culture, family and community. The assessment is individualized, multidimensional and strength-focused. The components of the assessment include functional, psychiatric, social status, cultural milieu, social and economic stresses, discrimination, and family supports.

INDICATORS OF GUIDELINE APPLICATION

1. A cultural assessment is the basis for a culturally relevant diagnosis, goals and rehabilitation/treatment plans.

2. A cultural assessment tool and guide exists to determine cultural factors that impact treatment/rehabilitation services.

3. On-going cultural assessment occurs at each phase of treatment and rehabilitation.

4. Cultural assessment includes consumer preferences, and differentiates pathology from cultural factors.

MEASURES OF GUIDELINE APPLICATION

1. Bilingual staff is available to assess consumers in their language of preference.

2. Qualified cultural interpreters are utilized when bilingual staff is not available.

3. Psychological assessment and measurement tools are culturally valid and reliable, and administered, scored and interpreted by culturally competent providers.

4. All consumers receive an ethnic/cultural assessment. The rates of chronic, anti- social and other serious diagnoses for all ethnic/cultural groups are comparable to the general population. The use of restrictive treatments for all ethnic/cultural groups is comparable to the general population.

5. Providers document the inclusion of family members and significant community support persons in the initial and on-going assessment process. An indicator of high level performance is community-based, including community/family/consumer driven assessments and service planning.

6. The assessment includes cultural factors that are important to the treatment process. These factors include, but are not limited to, the following:

   a) Preferred language.
   b) History of indigenous/immigration/migration/generation behavior patterns.
   c) Degree of acculturation and adaptation.
   d) Cultural, social, economic and discrimination stresses and traumas.
   e) Learning and cognitive styles.
   f) Family organization and relational roles.
   g) Extent of family support.
   h) Social network composition.
   i) Ethnic identity
   j) consumer's perception/belief of presenting problems and explanations for symptoms.
   k) Consumer's belief systems regarding mental illness/substance abuse.
   l) Sexual identity and sex role orientation in cultural group.
   m) Coping strategies utilized within the cultural group.
   n) Help-seeking behavior.
   o) Previous attempts at relieving, managing and treating symptoms. (Including healers, traditional medicine, etc.)

To protect the rights and confidentiality of consumers, family and friends are not to be used as language/communication interpreters. These persons are welcomed to participate in the treatment planning process.

COMMUNICATION STYLE AND LINGUISTIC SUPPORT

Consumers, families and other support persons receive cross-cultural and communication-support, such as assistive devices and qualified language interpreters and professionals' interpreters. These supports are available at each entry point to services and continue throughout the consumer's treatment and rehabilitation services. Staff is knowledgeable in the use of professional interpreters, and telephone interpreters are only utilized in emergencies. Orally presented information, and written materials and documents, are translated in the consumer's preferred language. Examples include consumer rights information, orientation packets, consent forms and treatment plans.

INDICATORS OF GUIDELINE APPLICATION

1. Consumers and family members receive cross-cultural communication supports at each point of entry in the service system.

2. Consumers and family members report their level of satisfaction with communication supports.

3. Staff is knowledgeable in the use of communication supports.

4. Interpreters are qualified, competent, and demonstrate knowledge of consumers' cultural experience; including deaf, hard of hearing, and deaf blind

5. Communication supports demonstrate culturally accurate assessments, treatment/rehabilitation plans and service delivery.

6. Cross-cultural communication supports are available and comparable across all consumer cultural groups.

MEASURES OF GUIDELINE APPLICATION

1. Service systems increase the number of bicultural and bilingual staff, competent in the communication styles of the diverse cultures of consumers, as to minimize the use of interpreters.

2. A resource list of trained and qualified interpreters, updated annually, is maintained by facilities. Consumers and families are aware of the availability of interpreters through service advertisement efforts.

3. Certified qualified interpreters are available within 24-hour notice for routine situations, and within one hour for emergencies.

4. Service systems document consumer satisfaction of communication supports. A plan of correction and implemented action occur when consumer are not satisfied with communication supports.

5. Service systems document that staff receives training in the use of interpreters.

6. Service systems document that interpreters are certified (sign language interpreters), qualified and competent.

7. Service systems document that communication supports are comparable across consumer cultural groups.

CONTINUUM OF SERVICE/DISCHARGE PLANNING

Service and discharge planning begin at all points of entry along the continuum of services. It is provided by culturally competent providers in cooperation and collaboration with consumer, family, community support persons, and persons in consumer social networks. Service and discharge planning are done consistent with the values, norms and beliefs of consumers. These plans incorporate pertinent information from the cultural assessment and include service/discharge factors that are culturally relevant and important to the consumer's recovery.

Plans identify personal, family, social environment, social network and cultural resources necessary for treatment and rehabilitation services that assure consumer recovery.

INDICATORS OF GUIDELINE APPLICATION

1. A culturally compatible continuum of service/discharge plan is developed for each consumer.

2. Plans include clear goals and recommendations for necessary services in the post-discharge continuum of care.

3. Plans use the resources of family and social networks.

4. Plans assure consumers remain connected to treatment/rehabilitation recovery services as needed.

Measures of Guideline Application

1. Service systems document service/discharge plans involve consumers, family members, community resources, and social supports. High levels of performance occur when family and community members are partnered with consumers and driving the planning process. Family and community members merely attending meetings is not an indicator of adequate performance.

2. Plan lists the resources and services utilized, and consumer accomplishments.

3. Consumer values, norms and beliefs are documented in the plan and drive the planning process.

4. Service systems document future treatment and rehabilitation goals.

5. Service systems document recommendations for the use of consumer, family, social networks and cultural resources in any subsequent treatment/rehabilitation setting.

QUALITY OF LIFE

Quality of life is achieved through a holistic integration of symptom reduction, family and community support, and spirituality, which maximizes the consumer's sense of personal meaning, fulfillment and well-being. Assuring consumers have a high quality of life enhances recovery. Quality of life is determined by an individual's freedom to make choices and enjoy the benefits of those choices.

INDICATORS OF GUIDELINE APPLICATION

1. Service system develops ways of assessing the quality of life for all consumers.

2. Consumers report improved quality of life through services.

3. Consumers direct the recovery planning and treatment process.

MEASURES OF GUIDELINE APPLICATION

1. Assessments, treatment/rehabilitation plans and services incorporate the goals, preferences, hopes and wishes of consumers.

2. Service systems compile, collect and interpret quality of life measures.

3. Service systems utilize quality of life information and data to evaluate and improve service delivery, and to develop new services.

SERVICES ACCOMMODATIONS

Programs respond to the needs of individuals and families from different cultures by ensuring the best *cultural fit* between persons' beliefs, their cultural/behavioral styles and the services provided. Based on information derived from cultural assessments (re: family styles, gender roles, sexual orientation, spirituality/religion, worldview, traditions, work ethic, communication styles, leadership and organizational styles cognitive and learning styles) services, interventions, modalities, and strategies are adapted or developed in order to better promote program engagement, treatment/rehabilitation, and retention. Particular consideration is given to the visible presence of different cultures throughout the program's physical environment. Culturally competent strategies are utilized to attract and recruit consumers and families. Varied induction methods that orient persons to types of services offered as well as how to utilize and participate in these services are available. Service outcome expectations as well as clarification of both staff and consumer roles and responsibilities are reviewed.

INDICATORS OF GUIDELINE APPLICATION

1. Program services interventions and modalities are modified and developed in order to enhance consumer engagement, treatment/rehabilitation, or retention.

2. Varied program induction methods are available.

3. Varied outreach and recruitment strategies are utilized.

Measures of Guideline Application

1. Information derived from cultural assessments is collated and summarized.

2. Programmatic needs to ensure responsiveness to persons from different cultures have been identified and prioritized.

3. Selected, prioritized services, interventions and modalities that have been modified are documented.

4. Examples of varied culturally compatible, program outreach and recruitment strategies are documented.

5. Examples of varied program induction methods utilized to engage consumers and families from different cultures are documented.

APPENDIX DD

DEFINITIONS FOR COMMUNICATION WITH POTENTIAL MEMBERS AND MEMBERS

Appeal To file a Complaint, Grievance, or request a Fair Hearing.
Complaint When a member tells an BH-MCO that he or she is unhappy with the BH-MCO or his or her provider or does not agree with a decision by the BH-MCO.
Co-Payment A co-payment is the amount a member pays for some covered services. It is usually only a small amount.
Durable Medical Equipment A medical item or device that can be used in a member's home or in any setting where normal life activities occur and is generally not used unless a person has an illness or injury.
Emergency Medical Condition An injury or illness that is so severe that a reasonable person with no medical training would believe that there is an immediate risk to a person's life or long-term health.
Emergency Medical Transportation Transportation by an ambulance for an emergency medical condition.
Emergency Room Care Services needed to treat or evaluate an emergency medical condition in an emergency room.
Emergency Services Services needed to treat or evaluate an emergency medical condition.
Excluded Services Term should not be used. BH-MCO should use "Services That Are Not Covered" instead.
Grievance When a member tells an BH-MCO that he or she disagrees with an BH-MCO's decision to deny, decrease, or approve a service or item different than the service or item the member requested because it is not medically necessary.
Habilitation Services and Devices Term should not be used by BH-MCO. BH-MCO should define specific service.
Health Insurance A type of insurance coverage that pays for certain health care services. (If used by BH-MCO, should be used to refer only to private insurance.)
Home Health Care Home health care is care provided in a member's home and includes skilled nursing services; help with activities of daily living such as bathing, dressing, and eating; and physical, speech, and occupational therapy.
Hospice Services Home and inpatient care that provides treatment for terminally ill members to manage pain and physical symptoms and provide supportive care to members and their families.
Hospitalization Care in a hospital that requires admission as an inpatient.
Hospital Outpatient Care Care provided by a hospital or hospital based clinic that does not require admission to the hospital.
Medically Necessary A service, item, or medicine that does one of the following:
• Will, or is reasonably expected to, prevent an illness, condition, or disability;
• Will, or is reasonably expected to, reduce or improve the physical, mental, or developmental effects of an illness, condition, injury or disability;
• Will help a member get or keep the ability to perform daily tasks, taking into consideration both the member's abilities and the abilities of someone of the same age.
Network Contracted providers, facilities, and suppliers that provide covered services to

BH-MCO members.

Non-Participating Provider When referring to a provider that is not in the network, BH-MCOs should use the term "Out-of-Network Provider."

Physician Services Health care services provided or directed by a licensed medical physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine).

Plan A health care organization that provides or pays for the cost of services or supplies.

Preauthorization or Prior Authorization Approval of a service or item before a member receives the service or item.

Participating Provider When referring to a provider that is in the network, BH-MCOs should use "Network Provider."

Premium The amount a member pays for health care coverage.

Prescription Drug Coverage A benefit that pays for prescribed drugs or medications.

Prescription Drugs Drugs or medications that require a prescription for coverage.

Primary Care Physician A physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine) who directly provides or coordinates a range of health care services for a patient.

Primary Care Provider A doctor, doctors' group, or certified registered nurse practitioner who provides and works with a member's other health care providers to make sure the member gets the health care services the member needs.

Provider An individual or entity that delivers health care services or supplies.

Rehabilitative Services and Devices Term should not be used by BH-MCO. BH-MCO should define specific service.

Skilled Nursing Care Services provided by a licensed nurse.

Specialist A doctor, a doctor's group, or a certified register nurse practitioner who focuses his or her practice on treating one disease or medical condition or a specific part of the body.

Urgent Care Care for an illness, injury, or condition which if not treated within 24 hours, could rapidly become a crisis or an emergency medical condition.

Network Provider A provider, facility, or supplier that has a contract with an BH-MCO to provide services to members.

Out-of-Network Provider A provider that does not have a contract with an BH-MCO to provide services to members.

Appendix EE

COMMUNITY BASED CARE MANAGEMENT PROGRAM

The Community Based Care Management (CBCM) program requirements described in this Appendix EE are for care rendered during a Calendar Year (CY) and defined in the Primary Contractor's and its BH-MCO's specific CBCM program approved by the Department. The Primary Contractor and its BH-MCO shall submit CBCM proposals that improve behavioral health outcomes, and solely utilize partnerships with Community-Based Organizations (CBOs) and providers that encourage the use of preventative services, mitigate Social Determinants of Health barriers, and reduce healthcare disparities. The Primary Contractor and its BH-MCO may submit proposals that include collaborations with PH-MCOs.

I. CBCM Program Requirements

A. The Primary Contractor and its BH-MCO must propose CBCM activities and funding focused on partnerships with CBOs and providers, integrating a holistic approach to patient care and education to:

1. Assess, refer and mitigate fundamental Social Determinants of Health as exemplified but not limited to the key areas below.
    - Childcare access and affordability
    - Clothing
    - Employment
    - Financial strain
    - Food insecurity
    - Housing instability/homelessness
    - Transportation
    - Utilities

2. Enhance coordination of services for behavioral and physical health

3. Promote diversion from
    - Inpatient facilities
    - Residential treatment facilities
    - Emergency departments

4. Enhance crisis services

5. Enhance treatment for substance use disorders
    - Addressing emerging issues with opioids, stimulants, etc.
    - Addressing trauma-informed care

6. Address behavioral health training needs of the following:
    - First responders

- Individuals who provide trauma-informed care

7. Reduce healthcare disparities

The Primary Contractor and its BH-MCO shall only use funding for CBCM services that have been approved by the Department in writing.

B. CBCM staff must spend the majority of time in face-to–face encounters with Members. In person visits are preferred, but the use of telehealth visits is allowed in situations where in-person visits are not possible, such as during a public health emergency. Telehealth visits must provide the same level of care and achieve the same outcomes as an in-person visit. Telephone calls are acceptable in situations where the individual/family does not possess or have access to video technology. Text messages may be used to provide supplemental communication but are not considered a telehealth visit. The Primary Contractor and its BH-MCO or contracted CBCM entity must obtain and document informed consent for the use of telehealth technology for the initial telehealth visit.

C. CBCM initiatives must:

1. Include clearly defined goals, objectives and outcome measures that include benchmarks for success.
2. Engage CBOs/providers as part of an integrated holistic approach to patient care and education.
3. Be designed in a manner that increases face to face interactions with recipients for the purposes of assessment, education, and/or referral**.**
4. Summarize stakeholder involvement in the planning and decision-making process to ensure the design addresses potential racial bias and inequities within the initiative and as an outcome of the initiative.
5. Ensure stakeholders are regularly provided information about the outcomes achieved by the HealthChoices program. This might include the current strengths and opportunities for improvement as seen by the Primary Contractor and its BH-MCO. Such information will allow stakeholders to provide informed feedback about priorities for CBCM initiatives.

D. The Primary Contractor and its BH-MCO must include in its CBCM agreements the requirements that:

1. Interventions conducted are carried out by appropriately trained/qualified personnel.
2. CBOs/providers participate in collaborative learning sessions.
3. Systems can document services and interventions provided to Members and communities. Where feasible, systems include the use of electronic health records.
4. CBOs/providers exchange program and outcome data with the BH-MCO.
5. CBCM funds cannot be used for commodities.

E. The Primary Contractor and its BH-MCO can utilize CBCM program funds in conjunction with other Primary Contractors.

F. The Primary Contractor and its BH-MCO shall develop and submit a proposal to the Department prior to implementing its 2024 CBCM program, which may include multiple programs for use of the CBCM funds. If multiple programs are identified, each one must follow the requirements below. Proposals are due no later than **October 1, 2023** and must be submitted, as directed by OMHSAS. The Primary Contractor and its BH-MCO must include in each CBCM proposal:

1. A program description that lists targeted CBOs and providers, a twelve- month budget, and operations timeline that outlines the startup of the program from January 1, 2024 through December 31, 2024.
2. The targeted providers/CBOs, or co-location of services being involved with CBCM. The Primary Contractor and its BH-MCO will be responsible for reporting the targeted providers/CBOs, targeted recipients, and the program budget, which should include the payment terms.
3. Clearly defined goals, objectives and outcome measures that include benchmarks for success.
4. An outline of interventions performed for each of the targeted CBOs and providers that increases face to face interactions with recipients in clinical and non-clinical settings for the purposes of assessment, education, and/or referral.
5. Outline of payment mechanisms to CBOs and providers including time frames for payment.

G. A Primary Contractor's and its BH-MCO's approved CBCM program will remain in effect until December 31 of each calendar year. The Primary Contractor and its BH-MCO may only submit one quarterly revision for the Department's review and approval. The Primary Contractor and its BH-MCO must complete and submit the CBCM Proposal template with the changes identified. The Department will not accept changes for the fourth calendar quarter.

H. Upon determining or being informed by PH-MCO that a Member is experiencing maternal depression, the Primary Contractor and its BH-MCO must provide interventions, which include coordination of care or linkage to care which is coordinated with physical health special needs unit and the ICP as appropriate.

II. Payments to the Primary Contractor and its BH-MCO

A. The Department will make payments for CBCM based on a per member per month (PMPM) rate. The Department will not include in the CBCM PMPM those Members that have been determined by the Department to have coverage in an IMD as referenced in Section II-.7.C.1.a. of the Program Standards and Requirements.

1. As determined by the Department, if the Primary Contractor and its BH-MCO have unspent CBCM funds as of June 30 of the subsequent calendar year, the Department may reduce a future payment to the Primary Contractor and its BH-MCO by the unspent amount or may direct CBCM funds are to be used for the current or a prior program year. The Primary Contractor and its BH-MCO must use CBCM funds only to support a program to expand and improve access to care or quality outcomes for Members.
2. If the Department determines CBCM funds were not expended in accordance with the approved Primary Contractor's and its BH-MCO's CBCM plan, upon advanced written notice to the Primary Contractor, the Department may elect to reduce a future payment to the Primary Contractor by the amount identified.
3. The Department will not reimburse the Primary Contractor for CBCM related expenses in excess of payments made by the Department. Any excess related expenses would be the Primary Contractor's responsibility.

III. Payments to Providers

The Primary Contractor and its BH-MCO should make payment to CBOs and providers within the approved time period for the approved CBCM program, as identified above.

IV. Reporting

A. Program Reporting

1. The Primary Contractor and its BH-MCO must submit an annual analysis of its CBCM program. The annual analysis is due by June 30 of the subsequent calendar year.
2. The Primary Contractor and its BH-MCO shall report the clinical and financial outcomes of the program, including return on investment (ROI).

B. Financial Reporting

The Primary Contractor and its BH-MCO must submit the financial report in a format approved by the Department. The final annual financial report is due by March 1 of the subsequent calendar year. If requested by the Department, the Primary Contractor and its BH-MCO must submit additional financial reports in the format and by the date requested.

RESERVED

PAY FOR PERFORMANCE PROGRAM: Pay for Performance (P4P) Program

A. OVERVIEW

The Department is providing a Pay for Performance (P4P) program for Primary Contractors and BH-MCOs per HEDIS and select Pennsylvania Performance Measures (PAPMs) as defined in this Appendix. This P4P program is aligned with the Department's goal to improve the quality of health care, promote health equity, and reduce Medical Assistance (MA) expenditures through enhanced mental health care for HealthChoices members.

The Department will provide financial incentives to the Primary Contractor for the P4P program. The Department will provide a funding pool from which funds will be paid to the Primary Contractor based on its BH-MCO's performance on the performance measures outlined in this Appendix.

Incentives will be developed and administered in accordance with 42 CFR § 438.6. Financial incentives available through the P4P program will be paid in addition to the Actuarially Sound Capitation Rates paid by the Department to each Primary Contractor and its BH-MCO.

B. PERFORMANCE MEASURES

The following performance measures for the Calendar Year (CY) 2024 P4P program include:

1. Follow-up after hospitalization for mental illness at 7-Days (FUH-7)*
2. Follow-up after hospitalization for mental illness at 30-Days (FUH-30)*
3. Readmission within 30 Days of inpatient psychiatric discharge (MH-REA)**

Note: The P4P measures are subject to change if the entity responsible for the measurement makes a change.

**CMS Core measure/ NCQA measure*

***Pennsylvania Performance measure defined by EQRO*

C. PERFORMANCE INCENTIVES

Twelve million dollars ($12M) will be allocated statewide to a funding pool for the P4P program in the calendar year (CY) 2024 The funding will be allocated to each Primary Contractor according to its overall percent of HealthChoices Members for CY 2023.

The P4P program measures Benchmark Performance and Improvement Performance. Payments will be based on meeting a Benchmark/Goal and an incremental improvement calculated from the previous HEDIS/PAPM Measurement Year (MY) 2022/Report Year (RY) of 2023 to the

HEDIS/PAPM MY 2023/RY 2024. Health Equity performance improvement payments will be calculated using the baseline HEDIS MY 2023/RY 2024 compared to the HEDIS MY 2024/RY 2025.

1. The Performance incentive payments made during CY 2024 will be based on the incremental performance improvement requirements found in Contract Year 2023, calculated from MY 2022 to MY 2023, and will be for measurements B.1-B.3 above. Benchmark Performance: The Department will award a Benchmark Performance payout amount for each measure that will range from 0% up to and including 125% of the measure's value, defined as half of the Primary Contractor's Maximum Program Payout amount divided by 3 quality measures. Distribution will occur as defined below.
    a. The Department will apply a Benchmark Performance payout for performance relative to the HEDIS® MY 2022 (RY 2023) benchmarks.
        i. HEDIS® 2023 rate at or above the 90th percentile benchmark: 125 percent of the measure value
        ii. HEDIS® 2023 rate at or above the 75th percentile and below the 90th percentile benchmark: 100 percent of the measure value.
        iii. HEDIS® 2023 rate at or above the 50th percentile and below the 75th percentile benchmark: 75 percent of the measure value.
        iv. HEDIS® 2023 below the 50th percentile, no benchmark performance payout applies.
    b. The Benchmark Performance Payout applies to the following measures:
        i. Follow-up after hospitalization for mental illness at 7-Days (FUH-7)
        ii. Follow-up after hospitalization for mental illness at 30-Days (FUH-30)

2. The specific goals, methodology, and Benchmarked Performance payment distribution will apply to the benchmarked measures below:
    a. Readmission within 30 Days of inpatient psychiatric discharge (MH-REA) (Goal =11.75%)
        i. Performance goal <u>at or below 11.75%</u>, paid at 100% of the measure value
        ii. Performance above goal, no payout.

The Incremental Improvement scales. Incremental performance improvements are measured comparing rates HEDIS® MY 2022 (RY 2023) to HEDIS® MY 2023 (RY 2024).

3. The Department will distribute the payouts according to the following criteria:
    a. Scale 1:
        i. ≥ 5 Percentage Point Improvement: 100 percent of the measure value.
        ii. ≥ 4 and < 5 Percentage Point Improvement: 80 percent of the measure value.
        iii. ≥ 3 and < 4 Percentage Point Improvement: 60 percent of the measure value.
        iv. ≥ 2 and < 3 Percentage Point Improvement: 40 percent of the measure value.
        v. ≥ 1 and < 2 Percentage Point Improvement: 20 percent of the measure value.

vi. < 1 Percentage Point Improvement: No payout.

b. Scale 2:
   i. ≥ 5 Percentage Point Improvement: 100 percent of the measure value.
   ii. ≥ 4 and < 5 Percentage Point Improvement: 100 percent of the measure value.
   iii. ≥ 3 and < 4 Percentage Point Improvement: 100 percent of the measure value.
   iv. ≥ 2 and < 3 Percentage Point Improvement: 85 percent of the measure value.
   v. ≥ 1 and < 2 Percentage Point Improvement: 75 percent of the measure value.
   vi. ≥ 0.5 and < 1 Percentage Point Improvement: 50 percent of the measure value.
   vii. < 0.5 Percentage Point Improvement: No payout.

c. The Incremental Improvement scales will be applied contingent on benchmark percentile performance for each HEDIS 2023 measure as follows:
   i. . Scale 1 applies to performance results
      1. If improvement is achieved and the HEDIS® benchmark performance for that measure is <50th percentile.
      2. If improvement is achieved and the HEDIS® benchmark performance for that measure is ≥50th percentile and <75th percentile.
      3. In the above instances of c.i.1 and c.1.2, Scale 1 would apply to the FUH-7 Day and FUH-30 Day measures
   ii. Scale 2 applies to performance results
      1. If improvement is achieved and the HEDIS® benchmark performance for measures are ≥75th percentile
      2. If in the above instance of C.ii.1, Scale 2 would apply to the FUH-7 Day and FUH-30 Day measures
      3. If the MH-REA showed an improvement (decrease in rate)

Health Equity:

OMHSAS analyzed available data for all three performance measures. There was a statistically significant difference in the Follow-up after Hospitalization (FUH) rates for African American members compared to the total population for the past four years.

The Primary Contractor is eligible for a Health Equity Performance payout for the improvement of the HEDIS 7- & 30-Day FUH rates of the African American/Black population. The Department will compare the baseline HEDIS(MY) 2023/RY 2024 to the HEDIS (MY) 202/RY 2025

i. Primary Contractors who improve the Follow-up after Hospitalization for mental illness at a 7-Days (FUH-7) rate for the African American/Black population by ≥2% will receive an incentive payment. Primary Contractors with less than a 2% improvement will not receive a payout.

ii. Primary Contractors who improve the Follow-up after Hospitalization for mental illness at a 30-Days (FUH-30) rate for the African American/Black population by ≥2% will receive an incentive payment. Primary Contractors with less than a 2% improvement will not receive a payout.

NOTE: At the discretion of the Department, the payout structure is subject to change based on reporting restrictions. OMHSAS will share those changes with the Primary Contractor and its BH-MCO.

D. Payment for Performance Incentives

If the Department has a payment obligation to the Primary Contractor pursuant to this Appendix for 2024 , the Department will issue the payment by August 31, 2025.

The Primary Contractor and its BH-MCO will be notified 120 days prior to the start of each measurement period if the P4P program is renewed and if there are modifications to the P4P program.

APPENDIX HH

RESERVED

Appendix II

In Lieu of Services or Settings (ILOS)

I. In Lieu of Service or Settings (ILOS) An ILOS is a cost-effective, medically appropriate substitute service or setting that is offered to Members in accordance with 42 CFR Part 438 and all sub-regulatory federal guidance. An ILOS can be used as an immediate or longer-term substitute for a State Plan-covered service or setting, or when the ILOS can be expected to reduce or obviate the future need to utilize a covered service or setting. All ILOSs must be approvable through a state plan amendment or 1915(c) waiver and approved by the Department in advance.

II. Compliance With Federal Requirements ILOSs may not violate any applicable federal requirements, including 42 CFR § 438.3(e)(2), general prohibitions on payment for room and board costs under Title XIX of the Social Security Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and the Emergency Medical Treatment and Labor Act.

III. Department Approved ILOS The settings or services listed below are determined by the Department to be medically appropriate and cost-effective substitutes for the named covered services or settings under the State Plan for the identified clinically defined target populations. The Department determined the clinically defined target population to be individuals who are medically appropriate for the ILOS and for whom the use of the ILOS is likely to result in lower costs than utilization of the substituted State Plan service or setting. The Primary Contractor and its BH-MCO may provide ILOS only from this approved list to Members during the contract year.

If the Primary Contractor and its BH-MCO identifies a potential ILOS that they would like to offer during a future contract period, the Primary Contractor and its BH-MCO must follow the process described in Appendix Z for obtaining OMHSAS's approval of the ILOS.

#	Name	Description	State Plan Service Offset	Procedure Codes (Revenue Codes for IMDs)	Target Population
1	Mental Health (MH) Institution for Mental Diseases (IMDs)	Services provided for a Member requiring inpatient treatment for MH services Services may be provided in the alternate IMD setting up to and including 15 days in a month	Inpatient Psych	0114, 0124, 0134, 0154, 0204, 0760, 0761, 0762, 0769, 0900, 0901, 0902, 0903, 0904, 0909, 0910, 0911, 0914, 0915, 0916, 0917, 0918, 0919, 0920, 0929, 0949	Members needing inpatient MH services.

#	Name	Description	State Plan Service Offset	Procedure Codes (Revenue Codes for IMDs)	Target Population
2	Assertive Community Treatment (ACT)/ Community Treatment Teams (CTT) [1]	Service delivery model for providing comprehensive community based treatment to individuals with serious mental illness (SMI) diagnosis.	Inpatient Psych	H0039/HB, H0039/HE	Individuals (typically 18 and over) with a diagnosis of severe and persistent mental illness, particularly schizophrenia, bipolar disorder, and Co-Occurring MH/SUD disorders.
3	Psych Rehabilitation Services (PRS) [2]	Recovery oriented service which focuses on restoring community functioning and well-being for individuals with SMI diagnosis. This includes the bundle of services delivered for Adult Outpatient Services in an Alternative Settings (AOP).	Outpatient Psych	H0036/HB, H2030, H0037	Individuals with complex and longer-term MH problems who require support to develop and maintain skills for independent living and community integration.
4	Residential Treatment Facility — Adults [1]	Short-term residential treatment program (non-hospital) without payment for room and board.	Inpatient Psych	H0018/HE	Adults with SMI diagnosis or a history of multiple hospitalizations who require treatment in a 24-hour supervised setting to avoid an inpatient admission or as a step down from inpatient care to facilitate successful community integration.
5	Drug & Alcohol Case Management	Provide assistance in gaining and maintaining access to needed services and supports.	Inpatient D&A	H0006, H0006/TF	Individuals with an SUD diagnosis.
6	Drug & Alcohol Intervention	Services for individuals with substance use conditions that provide early intervention, outreach, and support services.	Inpatient D&A	H0022	Individuals with an SUD diagnosis.
7	SUD Level of Care Assessment	Evaluation of individual needs to ascertain treatment needs based on the degree and severity of substance use as well as the social, physical, and psychological effects.	Inpatient D&A	H0001	Individuals with an SUD diagnosis.

#	Name	Description	State Plan Service Offset	Procedure Codes (Revenue Codes for IMDs)	Target Population
8	Diagnostic Assessment	Assessment of an individual's psychosocial information and identification of treatment goals.	Outpatient Psych	H0031	Individuals receiving a psychiatric diagnostic evaluation.
9	Dual Diagnosis Transition Team (DDTT) [1]	Recovery-oriented service to support individuals diagnosed with both a mental illness and an intellectual disability.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals with both a MH and either an intellectual disability diagnosis or autism spectrum disorder who require intensive support to stay in the community.
10	Certified Recovery Specialist	Peer support services specifically tailored to the needs and experiences of individuals with SUD.	Outpatient D&A	H0047/HW Note - This code will be phased-out in the near future.	Individuals with a SUD who could benefit from peer support.
11	Adult Diversion and Stabilization	Divert individuals from psychiatric hospitalization by providing services to stabilize psychiatric crises in a community setting.	Inpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals 18 and older with a primary MH diagnosis who are at risk for inpatient hospitalization and are agreeable and able to participate in the program.
12	Behavioral Health Home Plus (BHHP)	Provides structure and , promotes physical health and wellness for individuals with SMI diagnosis who are in recovery, including wellness coaching.	Outpatient Psych	H0046/HK Note - This code will be phased-out in the near future.	Adults with SMI diagnosis who are at risk of developing chronic diseases.
13	Project Transition	Community-based residential program for individuals with behavioral health needs that are transitioning from a psychiatric hospital or a poor living environment to a more independent living arrangement in the community.	Outpatient Psych	H0046/HWNote - This code will be phased-out in the near future.	Individuals with SMI who require support to live more independently in the community.

#	Name	Description	State Plan Service Offset	Procedure Codes (Revenue Codes for IMDs)	Target Population
14	Clinical Wellness Recovery Team	Assists to improve physical and behavioral health with collaborative care with several health professionals with support in home, medical appointments, and follow-up care.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Members who can benefit from care coordination with primary care and also care coordination among behavioral health providers.
15	Transition Age Youth Mobile Mental Health Team	Team serves adolescents and young adults by delivering behavioral health services and life skills training in residential, school, work, and community settings.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Adolescents and young adults with severe emotional/ behavioral disorders who are transitioning out of child protective services or foster care and require behavioral health services and life skills.
16	Integrated Dual Disorder Treatment [1]	Provides comprehensive, mobile, community-based integrated treatment and promotes recovery among people with co-occurring MH and SUD by delivering services from a multidisciplinary team.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals with SMI and SUD.
17	Mobile Psych Nursing	Support to individuals that help with skills and coping techniques to manage medications effectively and control symptoms, provides medication reconciliation, psychoeducation on medications and symptoms, support with managing physical and behavioral health appointments, and meeting overall healthcare needs.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals with SMI who live in a community setting and are experiencing difficulties maintaining adherence to their medication regime, attending doctor appointments, and completing self-care.
18	Nurse Navigator	Partner/coordinate with Behavioral Health (BH), primary care, Behavioral Health-Manage Care Organization (BH-MCOs), PH-MCOs, pharmacy, specialty services to meet complex needs.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals 18 and older who have a SMI and medical condition. (This is for members with Magellan Behavioral health only)

#	Name	Description	State Plan Service Offset	Procedure Codes (Revenue Codes for IMDs)	Target Population
19	Behavioral Health Home	Provides structure, promotes and addresses physical health and wellness for individuals in recovery living with SMI.	Outpatient Psych	H0046/HK Note - This code will be phased-out in the near future.	Individuals with a MH diagnoses and gaps in physical health needs.
20	Integrated Care	Assist with medically or socially complex needs by coordinating services.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals with co-occurring Intellectual Disability and Serious Mental Illness.
21	First Episode Psychosis [1]	Treatment for adolescents and young adults that have experienced or are experiencing the onset of psychosis, or appear to be in the early stages of psychosis.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Adolescents and young adults that have or are experiencing the onset of psychosis.
22	Community Outreach & Recovery Essentials (CORE)	CORE is designed to assist individuals with SMI achieve and maintain stability while minimizing the use of emergency behavioral health systems.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals with long histories of SMI.
23	Forensic Mental Health	Forensic Support Services for adults with behavioral health diagnoses and criminal justice, including active court involvement, in need of high-level of support for full integration back into the community.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals aged 18 years and over with a MH or SU disorder and complex needs following incarceration.
24	Transitions Program	A community based program designed to assist young adults with SMI/SED transition from children's mental health services to adult mental health services while addressing the unique challenges of the population.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals ages 18-25 with SMI/SED diagnosis and functional impairments as a result of MH symptomology.

#	Name	Description	State Plan Service Offset	Procedure Codes (Revenue Codes for IMDs)	Target Population
25	Mobile Engagement Services	A community-based addition intervention service for those who fail to access or respond to traditional drug and alcohol treatment.	Inpatient D&A	H0047/HW Note - This code will be phased-out in the near future.	Individuals with SUD diagnoses who have not responded to or accessed more traditional substance use treatment and their families.
26	D&A Case Coordination	Case Coordinators provide rapid response to requests, quickly initiating contact and assessing the needs of individuals with a SUD who have decided they want to seek treatment.	Inpatient D&A	H0047/HW Note - This code will be phased-out in the near future.	Individuals with SUD diagnoses.
27	Family Focused Solution Based	MH and support services to individuals and their families, helping reduce the risk of hospitalization or out-of-home placement.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Family units with involvement in juvenile justice or child protective services that require MH services.
28	Mobile MH and Intellectual Disabilities	Works in collaboration with other MH and intellectual disability services to provide intensive, short term support to return individuals to a state of wellness and address the goals identified by the individual and their team.	Outpatient Psych	H0046/HWNote - This code will be phased-out in the near future.	Individuals with MH and ID diagnoses who require treatment in the home and community.
29	Community Autism Peer Specialist	An individual on the Autism Spectrum who is trained in peer support through a state-approved program that provides support to other individuals on the Autism Spectrum by promoting self-knowledge and self-advocacy, building confidence, and increasing community participation.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals with autism who require support to achieve personal wellness and community integration goals.

#	Name	Description	State Plan Service Offset	Procedure Codes (Revenue Codes for IMDs)	Target Population
30	Community-Based Drug and Alcohol Therapist	A community-based focus on drug and alcohol treatment that offers a team-based approach to therapy, case coordination, parent education, crisis intervention, and at-home treatment.	Inpatient D&A	H0047/HW Note - This code will be phased-out in the near future.	Adolescents ages 12 through 18 with a substance use disorder.
31	D&A Outpatient Treatment in an Alternative Setting	Outpatient SUD Services provided outside of the licensed SUD clinic (Schools, Skilled Nursing Facilities, Adolescent RTF, etc.).	Outpatient D&A	H0047/HA	Individuals with SUD.
32	Home-Based Family Recovery	In-home therapy and SUD treatment designed to help parents overcome substance use disorders while improving parent-child relationships.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Families that include a caregiving parent with recent or active substance use and a young child who is at risk of removal by Children, Youth and Families.
33	Mobile D&A Family Therapy	Evidence-based practice providing SUD intensive outpatient treatment services which includes intensive case management supports. This is a team delivered service.	Inpatient D&A	H0047/HW Note - This code will be phased-out in the near future.	Individuals aged 12 - 18 years old with an SUD diagnosis who are at risk of out-of-home placement in a residential setting.
34	Comprehensive Dialectical Behavioral Therapy	Evidence-based psychotherapy to treat multiple diagnoses.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Persons with borderline personality disorder, self harm behaviors, chronic suicidal ideation, substance use, PTSD and other diagnoses.
35	Enhanced Community-Based Intensive Treatment (ECBIT)	A multi-disciplinary wrap around model of treatment planning and care that is tightly coordinated, member centric, intensive and recovery focused while avoiding overlap of similar type interventions or services.	IBHS	H0046/HW Note - This code will be phased-out in the near future.	Adults (18 and over) with multiple inpatient admissions with symptoms of mental illness leading to serious functioning difficulties in major areas of life.

#	Name	Description	State Plan Service Offset	Procedure Codes (Revenue Codes for IMDs)	Target Population
36	Behavioral Health Nursing Home (NH) Team	Team based approach to provide an individual behavioral plan, which can include individual and group therapy as well as peer support, and physical health care coordination.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals with functional limitations and a mental health diagnosis residing in a NH or in the community but eligible for NH admission.
37	Mobile Family Therapy Program	Community based family therapy program for pregnant or mothers of young children ages 0-3 to improve their emotional well-being and improving perinatal health outcomes.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Pregnant or mothers of young children ages 0-3.
38	Intensive Case Conference	Community based PCP and Psychiatric consultative model.	Outpatient Psych	H0046/UB Note - This code will be phased-out in the near future.	Available for both children and adults receiving a physical health service and require a psychiatric consult.
39	Family Peer Support (FPS) Services	Community-based, specialized support for caregivers and other adult family members who are raising children with behavioral health challenges. Staff must have raised or is raising a child with behavioral health and/or emotional/trauma needs. This is an important tenant of these services.	Inpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Caregivers and other adult family members raising children with behavioral health challenges.
40	D&A Engagement Center	A site based program offering centralized access to substance use disorder screenings, ASAM level of care assessments, case management services, peer recovery support, nursing assessments, co-occurring mental and co-occurring physical health referrals, a safe place to stay, group	Inpatient D&A	H0047/HW Note - This code will be phased-out in the near future.	Individuals in need of substance use services, regardless of an existing co-occurring substance use and mental illness, or physical health condition plus DDAP Priority Populations.

#	Name	Description	State Plan Service Offset	Procedure Codes (Revenue Codes for IMDs)	Target Population
		support, education, and a safe place to stay until a treatment bed is available.			
41	Healing Hurt People-Trauma Response Program	Team-based approach to provide direct intervention and response to individuals who have been victims of (or at risk of) physical violence.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals and their family members who have experienced significant trauma related to victimization of physical violence.
42	Mobile Hoarding Intervention & Therapy	Provide home and community based services, telehealth and group therapy to help community members remain in their home safely and with dignity.	Outpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals with hoarding behavior.
43	Integrated Behavioral Health In Long-Term Care	Services provided to individuals in a skilled nursing facility by a team of behavioral health professionals	Inpatient Psych	H0046/HW Note - This code will be phased-out in the near future.	Individuals with functional limitations and a mental health diagnosis residing in a NH

[1] Service *consists of a bundle of state plan and in lieu of services (ILOS) that are paid under one reimbursement rate. Bundled services were reviewed to ascertain the portion of costs attributable to ILOS so that only those costs are included in the projection of the ILOS cost percentage.*

[2] *Includes both Psych Rehabilitation Services (PRS) delivered as standalone PRS and through the Adult Outpatient Services in an Alternative Settings (AOP) bundle of services. AOP services were reviewed to ascertain the portion of costs attributable to PRS so that only those costs are included in the projection of the ILOS cost percentage.*

IV. Encounter Data The Primary Contractor and its BH-MCO must utilize identified codes to submit encounter data on ILOS.

V. Clinical Determination of Appropriateness The Primary Contractor and its BH-MCO must develop a policy and procedure for determining whether an ILOS is medically appropriate. The policy and procedure must be approved by the Department prior to the ILOS being offered. The policy and procedure must include that the Network Provider has determined using their professional judgement and based on the Member's presenting medical condition, preferred course of treatment, and current or past medical treatment that the ILOS is medically appropriate for the Member. The policy and procedure must also include a requirement that the Primary Contractor and its BH-MCO and the Network Provider document their determination that the ILOS is medically appropriate for the Member in the Member's records, which could include the Member's plan of care, medical record (paper or electronic), or another record that details the Member's care needs. The documentation must include how the ILOS would be expected to address the Member's care needs.

VI. Contractor Primary Contractor's and its BH-MCO's Responsibilities The Primary Contractor and its BH-MCO is not required to offer an ILOS to Members.

VII. Documentation of Costs of ILOS The Primary Contractor and its BH-MCO shall comply with any standards detailed in the HealthChoices Financial Reporting Requirements documenting ILOS expenditures and supply any Member data that will assist the Department in meeting CMS documentation requirements.

VIII. Calculation of Cost of Potential and Approved ILOS The Primary Contractor and its BH-MCO shall supply any information needed by the Department to assist in calculating cost projections for potential and approved ILOS, including but not limited to, specific claims, cost information, encounter data, and Member data.

IX. Provision of ILOS Encounter Data to the Department Encounter data submitted by the Primary Contractor and its BH-MCO to the Department in accordance with the PS&R part II-7 Section M.3 for ILOS must, when available, include data necessary for the State to stratify ILOS utilization by sex (including sexual orientation and gender identity), race, ethnicity, disability status, and language spoken to inform health equity initiatives and efforts to mitigate health disparities.

To the extent that existing health care codes do not accurately identify ILOS, the Department will provide specific codes and modifiers that the Primary Contractor and its BH-MCO shall use to ensure consistency.

X. Member Rights

a. **ILOS Option for Members** The Primary Contractor and its BH-MCO shall not require Members to use an ILOS as a substitute for a State Plan Service.

b. **Member Rights and Protections** When receiving an ILOS, Members retain all of the rights afforded to them in 42 CFR Part 438, including, for example, the right to make informed decisions about their health care, to receive information on available treatment options and alternatives per 42 CFR § 438.100(b)(2), and the right to file Complaints, Grievances or Fair Hearing. In accordance with 42 CFR § 438.3(e)(2)(ii), the Primary Contractor and its BH-MCO shall not require Members to utilize ILOS or from mandating replacement of a State Plan Service for an ILOS. ILOS may not be used to reduce, discourage, or jeopardize Members' access to covered State Plan services or settings. If a Member chooses not to receive an ILOS, the Member retains the Member's right to receive the covered State Plan service or setting on the same terms as would apply if an ILOS were not an option. The Primary Contractor and its BH-MCO is not permitted to deny a Member a medically appropriate State Plan service or setting on the basis that a Member has been offered an ILOS, is currently receiving an ILOS, or has received an ILOS in the past.

c. **Member Handbook** In accordance with 42 CFR § 438.10(g)(2)(ix), the Primary Contractor's and its BH-MCO's Member handbook must contain information on Member rights and responsibilities, including the Complaint, Grievance, Fair Hearings requirements outlined in Appendix H, the Member protections available to Members who receive ILOS, a description of the process to determine eligibility for specific ILOS, and the voluntary nature of ILOS.. The Department will review and approve the ILOS language included in the Member handbooks annually.

XI. Oversight

a. **Performance Monitoring** The Department will include any ILOSs the Primary Contractor and its BH-MCO elects to provide in the Utilization Management and Quality Management reviews performed by the Primary Contractor and its BH-MCO (described in the PS&R part II-5, Section G) to ensure that all ILOS received by Members are medically appropriate, cost effective, and used at the option of the Member and Primary Contractor and its BH-MCO.

b. **Utilization and Cost** The utilization and actual cost of ILOSs shall be taken into account in developing the component of the capitation rates that represents the covered State Plan services and settings, unless a federal statute or regulation explicitly requires otherwise.

c. **Network Adequacy** The Primary Contractor and its BH-MCO must develop and maintain a network of ILOS providers that have the capacity and capability to deliver medically appropriate and cost effective ILOSs selected by the Primary Contractor and its BH-MCO.

d. Discontinuation of ILOS by Primary Contractor and its BH-MCO The Primary Contractor and its BH-MCO may discontinue offering an approved ILOS with notice to the Department at least 60 calendar days prior to the discontinuation date. The Primary Contractor and its BH-MCO must ensure that any ILOS that were authorized for a Member prior to the discontinuation of that specific ILOS are not disrupted by a change in ILOS offerings, either by completing the authorized service or by seamlessly transitioning the Member into other medically necessary services or programs that meet the Member's needs. The Primary Contractor's or BH-MCO's transition plan must be provided to the Department as part of the ILOS discontinuation process. The transition plan must identify the total number of Members utilizing the ILOS through the discontinuation date and the alternative services that will be offered (either State Plan services or other approved ILOS). The Primary Contractor and its BH-MCO shall not offer the ILOS after the date of discontinuation.

At least 45 calendar days before discontinuing an ILOS, the Primary Contractor and its BH-MCO must notify Members affected by the discontinuation of the ILOS of the following:

i. The discontinuance of the ILOS and the last date the Member can receive the ILOS, and
ii. How the Primary Contractor and its BH-MCO will ensure that the Member will receive the ILOS as authorized or the plan to transition the Member to other comparable medically necessary services.

XII. Discontinuation of ILOS by the Department In the event the Department or CMS determines an ILOS not to be medically appropriate or cost effective, the Primary Contractor and its BH-MCO will assist the Department in preparing a transition plan to phase out the applicable ILOS while ensuring access for affected Members to contractually required services with minimal disruption of care. The transition plan will include a process to notify Members of the termination of the ILOS that they are currently receiving as expeditiously as required by the Member's health condition. If the Department discontinues an ILOS, the Department will amend the Agreement to remove the applicable ILOS.