COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID
ONE ASHBURTON PLACE, 10TH FLOOR
BOSTON, MASSACHUSETTS 02108

PSYCHIATRIC HOSPITAL

REQUEST FOR APPLICATIONS

RATE YEAR 2027

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TABLE OF CONTENTS

REQUEST FOR APPLICATIONS 1

SECTION 1 INTRODUCTION 5

Section 1.1 Procurement Purpose 5
Section 1.2 Applicant Qualifications and Eligibility 5
Section 1.3 Contract Term 6
Section 1.4 Definition of Terms 6

SECTION 2 PAYMENT 7

Section 2.1 Payment Rates 7
Section 2.2 Clinical Quality Incentive Payment 7
Section 2.3 Supplemental Payments 7
Section 2.4 Non-Covered Services 7

SECTION 3 RFA SUBMISSION REQUIREMENTS 9

Section 3.1 Contents of Submission 9
Section 3.2 Responsiveness 9
Section 3.3 Submission Instructions and Closing Dates 9

SECTION 4 RESPONSE REVIEW AND PROVIDER SELECTION 10

SECTION 5 PROGRAM PARTICIPATION REQUIREMENTS 11

Section 5.1 Proper Submission 11
Section 5.2 Qualifications 11
Section 5.3 Acceptance of Agreement 11
Section 5.4 Documentation 11
Section 5.5 Certification 11
Section 5.6 Clinical Quality Incentive Program 11

SECTION 6 RFA INFORMATION 12

Section 6.1 Issuing Office 12
Section 6.2 Inquiries 12
Section 6.3 Anticipated Date of Contractor Selection 12
Section 6.4 Anticipated Date of Contract Commencement 12
Section 6.5 Addendum or Withdrawal of RFA 12
Section 6.6 COMMBUYS 12
Section 6.7 Applicant Communications 13
Section 6.8 Public Records 13
Section 6.9 Limitations 13
Section 6.10 Cost of Application 13
Section 6.11 Return of Application or Materials 14
Section 6.12 RFA Contact 14
Section 6.13 Reasonable Accommodation 14
Section 6.14 Privacy and Security of Health Information 14
Section 6.15 Open Enrollment 14

SECTION 7 RFA TIMETABLE 15

ATTACHMENT A PSYCHIATRIC HOSPITAL CONTRACT 16

SECTION 1 DEFINITIONS 18

SECTION 2 CONTRACTOR RESPONSIBILITIES 25

SECTION 3 EOHHS RESPONSIBILITIES 27

SECTION 4 PAYMENT SYSTEM 28

SECTION 4.1: GENERAL PROVISIONS 28
SECTION 4.2: PAYMENT FOR INPATIENT SERVICES 28
SECTION 4.3: PAYMENT FOR OUTPATIENT SERVICES 31
SECTION 4.4: PAYMENT FOR ADMINISTRATIVELY NECESSARY DAYS 31
SECTION 4.5: CLINICAL QUALITY INCENTIVE PROGRAM PAYMENTS 32
SECTION 4.6: INPATIENT PSYCHIATRIC SERVICES SUPPLEMENTAL PAYMENTS 32
SECTION 4.7: COMPLIANCE WITH LEGAL REQUIREMENTS 32

SECTION 5 ADDITIONAL PAYMENT AND REPORTING PROVISIONS 33

SECTION 5.1: HOSPITAL PAYMENTS IN THE EVENT OF THIRD-PARTY COVERAGE 33
SECTION 5.2: REPORTING REQUIREMENTS 33
SECTION 5.3: UPPER PAYMENT LIMITS AND FEDERAL APPROVAL 33
SECTION 5.4: BILLING 34
SECTION 5.5: FUTURE RATE YEARS 34

SECTION 6 CLINICAL QUALITY INCENTIVE PROGRAM 35

SECTION 6.1: COMPLIANCE WITH THE CLINICAL QUALITY INCENTIVE PROGRAM 35
SECTION 6.2: QUALITY IMPROVEMENT LIAISON RESPONSIBILITIES 35

SECTION 7 PROVIDER PREVENTABLE CONDITIONS 36

SECTION 7.1: INTRODUCTION 36
SECTION 7.2: DEFINITIONS 36
SECTION 7.3: HOSPITAL REPORTING OF PPCS TO EOHHS 37
SECTION 7.4: PAYMENT ADJUSTMENTS TO HOSPITALS FOR PROVIDER PREVENTABLE CONDITIONS 37
SECTION 7.5: ADDITIONAL REQUIREMENTS 38

SECTION 8 ADDITIONAL TERMS AND CONDITIONS 39

SECTION 8.1: CAPITALIZED TERMS 39
SECTION 8.2: NOTIFICATION 39
SECTION 8.3: FEDERALLY REQUIRED DISCLOSURES 39
SECTION 8.4: CONTRACT TERM 40
SECTION 8.5: TERMINATION 40
SECTION 8.6: BREACH OF CONTRACT 40
SECTION 8.7: AMENDMENT 41
SECTION 8.8: APPLICABLE LAW 41
SECTION 8.9: MASSACHUSETTS APPROPRIATIONS LAW 41
SECTION 8.10: WAIVER 42
SECTION 8.11: INDEPENDENT CONTRACTORS 42
SECTION 8.12: INDEMNITY 42
SECTION 8.13: ENTIRE CONTRACT 42
SECTION 8.14: ORDER OF PRECEDENCE 42
SECTION 8.15: ASSIGNMENT 43
SECTION 8.16: PRIVACY AND SECURITY OF PERSONAL DATA AND HIPAA COMPLIANCE 43

SECTION 8.17: ADVANCE DIRECTIVES 43
SECTION 8.18: MEDICAID FRAUD AND ABUSE 43
SECTION 8.19: FAIR EMPLOYMENT 44
SECTION 8.20: CONTRACTOR REPRESENTATIONS 44
SECTION 8.21: WARRANTY 45

APPENDIX A PSYCHIATRIC HOSPITAL PAYMENT RATES 47
APPENDIX B HEALTH INFORMATION TECHNOLOGY REQUIREMENTS 48
APPENDIX C CLINICAL QUALITY INCENTIVE PROGRAM PAYMENT 49
APPENDIX D PSYCHIATRIC INPATIENT HOSPITAL ADVERSE INCIDENT REPORTING 53
APPENDIX E DEPARTMENT OF MENTAL HEALTH INPATIENT PSYCHIATRIC TREATMENT CLINICAL COMPETENCIES/ OPERATIONAL STANDARDS 55
APPENDIX F DISCHARGE PLANNING PROCEDURES FOR MEMBERS EXPERIENCING OR AT RISK OF HOMELESSNESS 56
APPENDIX G SPECIALTY INPATIENT PSYCHIATRIC SERVICE FOR CHILDREN/ADOLESCENTS WITH NEURODEVELOPMENTAL DISORDERS - CLINICAL COMPETENCIES/OPERATIONAL STANDARDS 60
APPENDIX H SPECIALTY INPATIENT PSYCHIATRIC SERVICES FOR EATING DISORDERS / CLINICAL COMPETENCIES / OPERATIONAL STANDARDS 65
APPENDIX I INPATIENT PSYCHIATRIC SUPPLEMENTAL PAYMENTS 68

ATTACHMENT B APPLICATION FOR PARTICIPATION 70

SECTION 1 INTRODUCTION

Section 1.1 Procurement Purpose

The Massachusetts Executive Office of Health and Human Services (EOHHS), as the single state agency responsible for administering the Massachusetts Medicaid and Children's Health Insurance Programs (together known as MassHealth), is issuing this Request for Applications (RFA) to solicit applications from eligible, in-state Psychiatric Hospitals wishing to participate as MassHealth providers of Psychiatric Hospital Services as described in **Attachment A**, the Psychiatric Hospital Contract.

The initial deadline for responses to this RFA is specified in **Section 7, RFA Timetable.** Responses will be accepted after the initial deadline under the open enrollment process described in **Section 6** of the RFA.

Applicants wishing to respond to this RFA must complete and execute the enclosed RFA attachments, including **Attachment A**. Any existing Psychiatric Hospital Contracts shall terminate on the date of execution.

Section 1.2 Applicant Qualifications and Eligibility

EOHHS seeks to contract with all eligible Massachusetts Psychiatric Hospitals to provide Inpatient and Outpatient Services to MassHealth Members, as described in **Attachment A**, the Psychiatric Hospital Contract, that accept the rates of payment outlined in this RFA in accordance with the reimbursement methodology specified in this RFA as payment in full.

Psychiatric Hospitals, are eligible to apply for a Contract pursuant to this RFA if, in addition to all other requirements specified in the RFA, they:

A. Are licensed by the Massachusetts Department of Mental Health, pursuant to M.G.L.c.19, §19, and 104 CMR 27.00 et seq.;

B. Provide Inpatient Services to MassHealth Members as described in **Attachment A** in conformance with the requirements set forth in this RFA and all applicable laws;

C. Are enrolled as a MassHealth Provider;

D. Comply with all laws and regulations, rules, provider bulletins, and billing instructions applicable to the participation of Psychiatric Hospitals in the MassHealth program;

E. Are accredited by The Joint Commission or other nationally recognized accreditation agency approved by the Department of Mental Health's Commissioner;

F. Are Medicare-certified and participate in the Medicare program;

G. Are located in Massachusetts;

H. Utilize a majority of its beds to provide behavioral health services to treat persons whose principal diagnosis is a psychiatric disorder as defined in the current

International Classification of Diseases, Clinical Modification (ICD) or the current American Psychiatric Association's Diagnostic and Statistical Manual (DSM);

I. Apply on behalf of all Inpatient Psychiatric Units and Departments; and

J. Apply on behalf of all Outpatient Departments if they provide Outpatient Services.

Section 1.3 Contract Term

The Contract issued under this RFA shall have an initial term of 12 months, commencing October 1, 2026, or as otherwise specified in **Section 8.4** of the Contract. The Contract will apply to Inpatient and Outpatient Psychiatric Services rendered to MassHealth Members pursuant to 130 CMR 425.401, in any contracting Hospital licensed pursuant to M.G.L. c.19, §19. Any Psychiatric Hospital Contract (**Attachment A**) entered into pursuant to this RFA shall terminate on September 30, 2027.

Section 1.4 Definition of Terms

The terms or their abbreviations, when capitalized in this RFA and its Attachments, are defined in **Section 1** of **Attachment A**.

SECTION 2 PAYMENT

Section 2.1 Payment Rates

Psychiatric Hospitals that choose to participate in the MassHealth Program under the terms of the Psychiatric Hospital Contract, shall accept payment at the rates pursuant to **Appendix A** of **Attachment A** as payment in full for all Inpatient Services, Outpatient Services, and short term Administratively Necessary Days rendered on and after October 1, 2026, through the term of the Psychiatric Hospital Contract. See **Section 4** of **Attachment A** for payment terms.

Section 2.2 Clinical Quality Incentive Payment

Psychiatric Hospitals that choose to participate in the MassHealth Program under the terms of the Psychiatric Hospital Contract (**Attachment A**) may qualify for incentive payments based on clinical quality. See **Appendix C** of **Attachment A** for additional information on Clinical Quality Incentive Program Payments.

Section 2.3 Supplemental Payments

Psychiatric Hospitals that choose to participate in the MassHealth Program under the terms of the Psychiatric Hospital Contract may qualify for Supplemental Payments. See **Attachment A** for additional information on Supplemental Payments.

Section 2.4 Non-Covered Services

EOHHS will not pay Psychiatric Hospitals under this RFA and accompanying Contract for the following services.

A. Behavioral Health Contractor:

   Psychiatric Hospitals may not bill EOHHS and EOHHS will not pay Psychiatric Hospitals under this RFA for mental health and substance use disorder services provided to MassHealth Members who are enrolled with the Behavioral Health Contractor.

B. Managed Care Entities (MCEs) and Program for All-Inclusive Care for the Elderly (PACE):

   Psychiatric Hospitals may not bill EOHHS, and EOHHS will not pay Psychiatric Hospitals for services provided to MassHealth Members enrolled in an MCE or PACE.

C. Non-Covered Services:

   Psychiatric Hospitals may not bill EOHHS, and EOHHS will not pay Psychiatric Hospitals for non-covered services as defined in applicable laws and regulations including, but not limited to, services described in 130 CMR 425.409 and 434.406.

D. Hospital Services Reimbursed through Other Contracts or Regulation:

The Commonwealth may institute special program initiatives other than those listed above that provide, through contract and/or regulation, alternative payment methodologies for hospital services or certain hospital services. In such cases, payment for such services is made pursuant to the contract and/or regulations governing the special program initiative, and not through this RFA and the accompanying Contract.

SECTION 3 RFA SUBMISSION REQUIREMENTS

Section 3.1 Contents of Submission

Those providers wishing to participate must complete and execute the following RFA attachments, including **Attachment A.** Each Psychiatric Hospital's response to this RFA must consist of the following:

A. Cover Letter

The cover letter must be signed by the individual authorized to execute the Psychiatric Hospital Contract (**Attachment A**) for the applicant and shall contain the name, title, address, email, and telephone number of the individual to be contacted for the purpose of clarifying the response.

B. Hospital Contract

The MassHealth Psychiatric Hospital Contract (**Attachment A**) will become the MassHealth provider participation contract between EOHHS and each Psychiatric Hospital. **Attachment A** must be properly completed and signed without modification to terms. EOHHS will sign the contract for the MassHealth Program upon its acceptance of a Psychiatric Hospital's response.

C. Application

The MassHealth Psychiatric Hospital Application for Participation (**Attachment B)** shall be completed and signed in accordance with the instructions in **Attachment B**.

D. Documentation

Each applicant must complete and sign **Attachment B**.

E. Certification

Each applicant must certify (in **Attachment B**), as part of its response to this RFA, that the information and supporting documentation are current, correct, and complete.

F. Clinical Quality Incentive Program Payment

Each applicant must submit all information required in **Appendix C**, and **Attachment A** in accordance with the timeline in **Section 7.**

Section 3.2 Responsiveness

Each document submitted in response to this RFA must include all information specified to the topic of the document as required by this RFA. EOHHS will evaluate only those materials that are responsive to this RFA and submitted in accord with the instructions in **Section 3**.

Section 3.3 Submission Instructions and Closing Dates

Each Psychiatric Hospital must submit all required documents electronically, as described in **Section 3.3.A.**

Psychiatric Hospitals currently participating in the MassHealth Program must submit timely, accurate and complete responses to this RFA, including all information specified in the Appendices, by the date and time listed in RFA **Section 7**, in order to ensure uninterrupted participation in the MassHealth Program.

Electronic Submission

The Hospital must complete all necessary documentation, including all necessary signatures, compile such documentation, and submit via email to PsychiatricHospitalRFA@mass.gov. Only the following forms of signature will be accepted:

1. Electronic Signature. If using an electronic signature, the signature must be visible and must be accompanied by the signatory's printed legal name and title, the printed legal name of the psychiatric hospital represented by the signatory, and the signature date. Typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature. Acceptable forms of electronic signature as are follows:
    - Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign **(Preferred method);** or
    - Hand drawn using a mouse or finger if working from a touch screen device; or
    - An uploaded picture of the signatory's hand drawn signature.
2. Scanned Ink Signature. Acceptable traditional "wet signature" of ink on paper. The authorized signature must print, sign and date the signature page. The signed signature page must then be scanned and returned as part of the electronic submission.

SECTION 4 RESPONSE REVIEW AND PROVIDER SELECTION

EOHHS will review all responses submitted in accordance with the terms of this RFA. Each application will be reviewed to determine whether the Program Participation Requirements in **Section 5** have been met. Those applicants meeting all of the Program Participation Requirements will be awarded a Contract and may participate as a Psychiatric Hospital provider in the MassHealth Program.

Any submission determined to be non-responsive to any requirement of this RFA may be rejected. EOHHS may determine that noncompliance is insubstantial and can be corrected. In such cases, EOHHS may, at its discretion, seek clarification, allow the applicant to make corrections, and/or allow the applicant to submit additional information. All such responses to EOHHS requests for clarification must be in writing, unless otherwise specified by EOHHS. Those applicants who do not meet the entire Program Participation Requirements in RFA **Section 5** may be disqualified from participation in the MassHealth Program as Psychiatric Hospital providers.

SECTION 5 PROGRAM PARTICIPATION REQUIREMENTS

A Psychiatric Hospital may not be awarded a Contract effective October 1, 2026, if it fails to meet any one of the following criteria:

Section 5.1 Proper Submission

Each Hospital must submit a complete response in accordance with all applicable instructions to the designated address by the deadlines established in this RFA. (See **Sections 6 and 7** of this RFA.)

Section 5.2 Qualifications

The Hospital must be an eligible applicant in accordance with **Section 1.2** of the RFA.

Section 5.3 Acceptance of Agreement

Attachment A, the Psychiatric Hospital Contract, is the Contract that will be awarded pursuant to this RFA. The applicant must accept the provisions of **Attachment A** without revision by signing the last page of **Attachment A**.

Section 5.4 Documentation

Each applicant must provide the required documentation and information regarding institutional status in **Attachment B**.

Section 5.5 Certification

The applicant must complete **Attachment B** and certify that all information and documentation required to be on file with the MassHealth Program is current, correct, and complete.

Section 5.6 Clinical Quality Incentive Program

The applicant must provide the documentation and information regarding quality as required in **Appendix C** to **Attachment A** and must otherwise comply with all requirements related to the clinical quality incentive program as set forth in **Section 6** of the Contract and in **Appendix C** to **Attachment A**. Failure to do so may affect the applicant's future participation in the MassHealth Program.

SECTION 6 RFA INFORMATION

Section 6.1 Issuing Office

Commonwealth of Massachusetts
Executive Office of Health and Human Services
MassHealth Office of Accountable Care and Behavioral Health
One Ashburton Place, 10th floor
Boston, MA 02108

Section 6.2 Inquiries

Prospective applicants may submit written business and contractual questions concerning this RFA, as well as any other additional information concerning this RFA, no later than date listed in **Section 7, RFA Timetable**, to the address specified in **RFA Section 6.1**. Inquiries may be e-mailed to the following address: PsychiatricHospitalRFA@mass.gov. The Bid Solicitation Q&A functionality in COMMBUYS will be also used for this RFA; emailing Applicant questions to the RFA Contact Person is preferred.

EOHHS will review inquiries received before this deadline and will identify questions for which written answers will be prepared. Any written answers of general interest will be posted on COMMBUYS (see **RFA Section 6.6** for information on COMMBUYS). EOHHS will not be responding to questions individually on COMMBUYS.

Section 6.3 Anticipated Date of Contractor Selection

EOHHS anticipates initial selection of Contractors by the date specified in **Section 7, RFA Timetable**.

Section 6.4 Anticipated Date of Contract Commencement

EOHHS anticipates that the Hospital Contracts shall be effective as of October 1, 2026.

Section 6.5 Addendum or Withdrawal of RFA

If it becomes necessary to revise any part of this RFA, or if additional data is necessary to clarify any of its provisions, a supplement shall be provided to prospective applicants who have received a copy of the RFA. EOHHS reserves the right to amend the RFA at any time and to terminate this procurement in whole or in part at any time.

Section 6.6 COMMBUYS

COMMBUYS is the official source of information for this RFA and is publicly accessible at no charge at www.commbuys.com. The RFA, and any RFA attachments and amendments, are all components of the RFA, and are incorporated into the RFA and any resulting contract.

Applicants are solely responsible for obtaining and completing required attachments that are identified in this RFA and for obtaining all information distributed for this RFA via COMMBUYS.

It is also each applicant's responsibility to check COMMBUYS for:

- Any amendments, addenda or modifications to this RFA; and
- Any RFA Q&A records that may be posted related to this RFA.

The Commonwealth accepts no responsibility and will provide no accommodation to applicants who submit a response based on an out-of-date RFA or on information received from a source other than COMMBUYS. Applicants may not alter (manually or electronically) the RFA language or any RFA component files. Modifications to the body of the RFA, specifications, terms and conditions, or which change the intent of this RFA are prohibited and may disqualify a response.

COMMBUYS Subscription. Applicants may elect to obtain a free COMMBUYS subscription which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records.

The COMMBUYS system introduces new terminology, which applicants must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the COMMBUYS Resource Center.

Section 6.7 Applicant Communications

Applicants are prohibited from communicating directly with any employee of EOHHS about this RFA, except as specified in this RFA, and no other individual federal or State employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFA. Applicants may contact the contact person for this RFA in the event this RFA is incomplete, or the Applicant is having trouble obtaining any documents or attachments electronically through COMMBUYS. Applicants may request a copy of the RFA, or any of its components, by contacting the RFA contact person named below.

Section 6.8 Public Records

All applications and related documents submitted in response to this RFA are public records under the Massachusetts Public Records Law, M.G.L. c. 66, §10, and M.G.L. c. 4, §7, regarding public access to such documents. Statements inconsistent with those statutes will be disregarded.

Section 6.9 Limitations

This RFA does not commit EOHHS to award a Contract, to pay any costs incurred in the preparation of the application, or to procure or contract for services or supplies. EOHHS reserves the right to accept or reject any and all applications received as a result of this RFA, or to cancel this RFA in any part or in its entirety if it is in the best interest of the MassHealth Program to do so. To the extent that the methodologies require State Plan approval by the Centers for Medicare and Medicaid Services (CMS), Contracts are subject to such approval. EOHHS reserves the right to amend the reimbursement methodology as necessary to meet federal requirements.

Section 6.10 Cost of Application

No costs or expenses incurred by applicants in submitting a response to this RFA shall be borne by the Commonwealth.

Section 6.11 Return of Application or Materials

The Commonwealth shall be under no obligation to return any materials submitted by an applicant in response to this RFA.

Section 6.12 RFA Contact

Kate Agyeman
Deputy Director of Contracting and Operations
MassHealth Office of Accountable Care and Behavioral Health
1 Ashburton Place, 10th Floor
Boston, MA 02108
PsychiatricHospitalRFA@mass.gov

Section 6.13 Reasonable Accommodation

Applicants with disabilities or hardships that seek reasonable accommodations, which may include the receipt of RFA information in an alternative format, must submit a written statement to the RFA contact person describing the Applicant's disability and the requested accommodation. EOHHS reserves the right to reject unreasonable requests.

Section 6.14 Privacy and Security of Health Information

Applicants shall comply with all state and federal laws and regulations relating to confidentiality, privacy, and security of health information including but not limited to rules and regulations of CMS and EOHHS. EOHHS may require specific written assurance and further agreements regarding the security and privacy of protected health information that are deemed necessary to implement and comply with standards under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as implemented in 45 CFR, parts 160 and 164.

Section 6.15 Open Enrollment

This is an "open enrollment" RFA. After the initial enrollment period, EOHHS will reopen the RFA at EOHHS' discretion to accept RFA responses from additional applicants. Any Hospital that submits a response after the initial response deadline and in response to a subsequent open enrollment period must follow the same submission instructions set forth in **Section 3**, **RFA**, **Submission Requirements**. Such responses shall be reviewed and evaluated as described in **Section 4**, **RFA**, **Response Review and Provider Selection**. All Contracts awarded as a result of this RFA, regardless of start date, shall expire on September 30, 2027, unless otherwise extended in accordance with **Section 8** of the **Attachment A**.

SECTION 7 RFA TIMETABLE

EOHHS reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFA Timetable shall be posted on COMMBUYS.

EVENT	DATE/TIME
RFA Issued:	September 9, 2026
Applicant's Inquiries Due:	September 16, 2026, by 12:00 p.m.
Applications Due (Initial Deadline):	September 23, 2026, by 5:00 p.m.
Anticipated Date of Contractor Selection:	September 29, 2026
Contract Effective Date:	October 1, 2026

COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

MASSHEALTH PROGRAM

PSYCHIATRIC HOSPITAL RFA

ATTACHMENT A
PSYCHIATRIC HOSPITAL CONTRACT

Rate Year 2027

COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

MASSHEALTH PROGRAM

PSYCHIATRIC HOSPITAL CONTRACT

This Contract, dated as of October 1, 2026, is between the Commonwealth of Massachusetts, acting by and through the Executive Office of Health and Human Services (hereinafter "EOHHS"), and

_____

(Legal name of Contractor)

(hereinafter the "Contractor"), with a principal place of business located at:

_____

_____

_____

(Address of Psychiatric Hospital)

Whereas, EOHHS operates and administers the programs of medical assistance and medical benefits under M.G.L. c. 118E, §1 *et seq.* (hereinafter the "MassHealth Program") and serves as the single state agency under 42 U.S.C. §1396 *et seq*; and

Whereas, EOHHS desires to purchase services and goods for eligible Members in the MassHealth Program from participating Psychiatric Hospitals under the terms and conditions set forth herein; and

Whereas, EOHHS has issued, as of September 9, 2026, a Request for Applications for Psychiatric Hospitals; and

Whereas, the Contractor desires to furnish Inpatient Services and may desire to furnish Outpatient Services to eligible MassHealth Members in accordance with the legal requirements of the MassHealth Program and the terms of this Contract and to receive payment therefore under the terms and conditions set forth herein;

Now therefore, in consideration of the mutual promises set forth herein, the parties agree as follows

SECTION 1 DEFINITIONS

Accountable Care Organization (ACO) – an entity that enters into a population-based payment model contract with EOHHS as an accountable care organization, wherein the entity is held financially accountable for the cost and quality of care for an attributed or enrolled Member population. ACOs include Accountable Care Partnership Plans (ACPPs), Primary Care ACOs, and MCO-Administered ACOs.

Accountable Care Partnership Plan (ACPP) – a type of ACO with which the MassHealth agency contracts under its ACO program to provide, arrange for, and coordinate care and certain other medical services to Members on a capitated basis and which is approved by the Massachusetts Division of Insurance as a health-maintenance organization (HMO) and which is organized primarily for the purpose of providing health care services.

Administratively Necessary Days (AND) – a day of inpatient hospitalization, as defined in 130 CMR 425.402, on which a Member's care needs can be met in a less intensive setting than a Psychiatric Hospital, and on which the Member is clinically ready for discharge to a lower level of care, but an appropriate institutional or non-institutional setting is not readily available.

Administratively Necessary Day Per Diem Rate (AND Rate) – an all-inclusive daily rate of payment paid to Hospitals for the ongoing provision of appropriate clinical care until the date of discharge.

Adverse Incident – an occurrence that represents actual or potential serious harm to the well-being of a Member, or to others under the care of a provider. Adverse Incidents may be the result of the actions of a Member served, actions of a staff member providing services, incidents that compromise the health and safety of the Member receiving treatment at the program, or the operations of the provider.

Behavioral Health (BH) Contractor – the entity with which EOHHS contracts to provide, arrange for and coordinate Behavioral Health Services to enrolled Members on a capitated basis.

Behavioral Health Services – services provided to MassHealth Members who are being treated for psychiatric disorders or substance-related disorders.

Behavioral Health Treatment and Referral Platform (BH TRP) – technology that supports automation of the ED Behavioral Health referral screening, evaluation and referral process, enables the electronic transmission of standardized admissions information, and creates a real-time, transparent view of patients seeking behavioral health treatment for participant organizations.

Bureau of Substance Addiction Services (**BSAS**) – the division within the Department of Public Health responsible for licensure and regulatory oversight of substance use disorder treatment programs and counselors across the Commonwealth of Massachusetts.

Center For Health Information and Analysis (CHIA) – an agency of the Commonwealth of Massachusetts established under M.G.L. c.12C.

Centers for Medicare and Medicaid Services (CMS) – the federal agency which oversees states' Medical Assistance programs and states' Children Health Insurance Programs (CHIP) under Titles XIX and XXI of the Social Security Act and waivers thereof.

Certified Event Notification Service Vendor or Certified ENS Vendor – an ENS vendor that is certified by EOHHS in compliance with 101 CMR 20.00: Health Information Exchange.

Charge – the standard fee that a Hospital charges for Psychiatric Hospital services provided to a patient, regardless of payer source, which must be filed with the CHIA.

Clinical Quality Incentive Program (CQI) – a program which provides incentive payment to qualifying Contractors based on their performance on identified quality measures. The program is structured to address and improve performance in identified areas, through review of performance data. Qualifying Contractors can earn a range of attainment and improvement quality points based on measure performance rate, relative to achieving attainment threshold or goal benchmarks and improvement targets.

Contractor – each Hospital that submits a satisfactory application in response to the Psychiatric Hospital RFA and that enters into a Contract with EOHHS to meet the purposes specified in the Psychiatric Hospital RFA.

Department of Children and Families (DCF) – an agency of the Commonwealth of Massachusetts established under M.G.L. c. 18B, §1 *et seq.*

Department of Developmental Services (DDS) – an agency of the Commonwealth of Massachusetts established under M.G.L. c. 19B, §1 *et seq.*

Department of Mental Health (DMH) – an agency of the Commonwealth of Massachusetts established under M.G.L. c. 19, §1 *et seq*.

Department of Public Health (**DPH**) – an agency of the Commonwealth of Massachusetts, established under M.G.L. c. 17, §1.

Department of Youth Services (DYS) – an agency of the Commonwealth of Massachusetts established under M.G.L. c. 18A, §1 *et seq.*

DMH-Licensed Bed – a bed in a Hospital that is located in a unit licensed by the Department of Mental Health (DMH), pursuant to 104 CMR 27.00 et seq.

Electronic Health Record (EHR) – a digital version of a patient's medical history. EHRs are real-time, patient-centered records that make information available instantly and securely to

authorized users, often including a patient's medical history, diagnoses, medications, treatment plans, immunization dates, allergies, radiology images, and/or laboratory and test results.

Event Notification Service (ENS) – specialized form of Health Information Exchange (HIE) alerts for existing care providers that occurs after admissions, discharges, and transfers (ADT) to and from Emergency Departments (EDs), hospitals and post-acute care facilities. ADT alerts can include some clinical data through a certified ENS vendor.

Executive Office of Health and Human Services (EOHHS) – the executive department of the Commonwealth of Massachusetts established under M.G.L. c. 6A, § 2, which operates and administers the programs of medical assistance and medical benefits under M.G.L. chapter 118E and which serves as the single state agency under section 1902(a)(5) of the Social Security Act.

Expedited Psychiatric Inpatient Admission (EPIA) – the escalation protocol for securing appropriate placement for individuals awaiting psychiatric inpatient placement longer than 24-hours.

Health Information Exchange (HIE) – a secure connection which allows health care professionals and patients to appropriately access and share a patient's medical information. The Mass HIway is a secure Health Information Exchange (HIE) for all healthcare systems in Massachusetts.

Hospital Contract (Contract) – the agreement between a participating Psychiatric Hospital and EOHHS executed to accomplish the purposes specified in the Psychiatric Hospital RFA.

Hospital Fiscal Year (HFY) – the fiscal year used by an individual hospital.

Hospital Outpatient Department – a department or unit that operates under the Hospital and is accredited by The Joint Commission or other Centers for Medicare and Medicaid Services approved deeming authority, as required, that provides services to MassHealth Members on an ambulatory basis.

Inpatient Per Diem Rate – a daily rate of payment for any and all Inpatient Services provided to a MassHealth Member by the Psychiatric Hospital, paid in addition to the Per Inpatient Admission Rate.

Individual Consideration (I.C.) – payment rates to eligible providers for services authorized in accordance with the Contract, but not listed in Contract or authorized services performed in exceptional circumstances are determined on an individual consideration basis by the governmental unit or purchaser under M.G.L. c. 152: Workers' Compensation upon receipt of a bill that describes the services rendered. The determination of rates of payment for authorized individual consideration procedures are in accordance with the following criteria:

i. time required to perform the service;

ii. degree of skill required for service rendered;

iii. severity and/or complexity of the client's disorder or disability;

iv. policies, procedures, and practices of other third-party purchasers of care; and

v. such other standards and criteria as may be adopted from time to time by EOHHS pursuant to the contract.

Inpatient Psychiatric Supplemental Payment – a payment type calculated based on inpatient psychiatric admissions claims data using methodology described in **Appendix I**. To qualify for the Inpatient Psychiatric Supplemental Payment, a hospital must operate an inpatient site providing inpatient services licensed by DMH as of October 1, 2026.

Inpatient Service – psychiatric care and treatment provided under the direction of a psychiatrist to a MassHealth Member admitted as an inpatient to a Psychiatric Hospital.

Inpatient Site – the place at which the Psychiatric Hospital provides Inpatient Services.

The Joint Commission – a national, private accrediting body for health care organizations, including mental health facilities.

Long-Acting Injectable (LAI) Antipsychotics – antipsychotic medications that are administered through intramuscular injection and provide medication coverage for a period of weeks to months. LAI antipsychotics does not refer to the administration itself. The EOHHS-designated LAIs are identified on the Long-Acting Injectable Antipsychotic Medications Administered in Inpatient Psychiatry Units maintained on the MassHealth Drug List (MHDL). The MassHealth Drug List is published on the MassHealth website at MassHealth Drug List - Health and Human Services

Managed Care Organization (MCO) – an entity with which EOHHS contracts to provide Primary Care and certain other medical services, including behavioral health services, to Members on a capitated basis and which meets the definition of an MCO as set forth in 42 CFR Part 438.2.

Managed Care Entity (MCE) – an ACO, MCO, SCO, One-Care plan or the Behavioral Health Contractor which provides or arranges services for enrolled Members under a MassHealth Program contract.

Mass HIway – a secure statewide network that facilitates the transmission of healthcare data and health information among providers, hospitals, and other healthcare entities as allowed by applicable state and federal laws. The Mass HIway is a Health Information Exchange (HIE) for all healthcare systems in Massachusetts.

Massachusetts Rehabilitation Commission (MRC) – a commission of the Commonwealth of Massachusetts, established under M.G.L. c. 6, §74.

MassHealth Program (MassHealth) – the medical assistance benefit plans operated and administered by EOHHS pursuant to M.G.L. c. 118E, §1 *et seq.* and Titles XIX and XXI of the Social Security Act, and any approved waivers of such provisions.

MassHealth Member (Member) – a person determined by the MassHealth Program to be eligible for medical assistance under M.G.L. 118E, §1 *et seq.*

Medication for Treatment of Opioid Use Disorder (MOUD) – use of a medication approved by the FDA for the treatment of an opioid use disorder.

One Care: MassHealth plus Medicare (One Care plan) – a health plan or provider-based organization contracted with EOHHS and CMS, and accountable for providing integrated care to individuals aged 21 through 64 at the time of enrollment who are eligible for both Medicare and MassHealth Standard or CommonHealth and who do not have any other comprehensive public or private health care coverage.

Outpatient Cost-to-Charge Ratio – a percentage applied to the charges for Outpatient Services of a Psychiatric Hospital to calculate payment for Outpatient Services provided to Members under the MassHealth Program.

Outpatient Service – services provided to MassHealth Members on an ambulatory basis when rendered in a Psychiatric Hospital Outpatient Department.

Per Inpatient Admission Rate – a rate paid per inpatient admission based on criteria met upon Member admission, paid in addition to the inpatient per diem rate.

Primary Care ACO – a type of ACO with which the MassHealth agency contracts under its ACO program.

Program For All Inclusive Care for the Elderly (PACE) – PACE provides a complete package of acute and long-term care services to eligible frail elders, as described under Section 1934 of the Social Security Act and federal PACE regulations at 42 CFR 460.

Psychiatric Inpatient Hospital (Psychiatric Hospital) – a hospital licensed by the Department of Mental Health (DMH) pursuant to M.G.L. c. 19, §19.

Psychiatric Services – for purposes of this Contract, these are the behavioral health services provided to MassHealth Members who are being treated for psychiatric disorders or substance–related disorders.

Qualified Behavioral Health Provider – a Qualified Behavioral Health Provider, shall include, a: (i) licensed physician who specializes in the practice of psychiatry; (ii) licensed psychologist; (iii) licensed independent clinical social worker; (iv) licensed certified social worker; (v) licensed mental health counselor; (vi) licensed physician assistant who practices in the field of psychiatry (vii) advanced practice registered nurses who practice in the field of psychiatry, including but not

limited to licensed nurse practitioners and licensed psychiatric clinical nurse specialists; or (viii) healthcare provider qualified within the scope of the individual's license to conduct an evaluation of a mental health condition, including an intern, resident or fellow pursuant to the policies and practices of the hospital and medical staff.

Query and Retrieve – a method utilized in the Health Information Exchange (HIE) to allow providers to search for and retrieve patient information that was made accessible by other care providers, public agencies, and other sources.

Rate Year (RY) – generally, the period beginning October 1 and ending September 30. RY 2027 will begin on October 1, 2026, and will end on September 30, 2027.

Senior Care Options – a comprehensive health plan implemented by EOHHS in collaboration with CMS for the purpose of delivering and coordinating all Medicare- and Medicaid-covered benefits for individuals aged 65 and over who are eligible for MassHealth Standard or are eligible for MassHealth Standard and Medicare. The Senior Care Options plan provides services to Members through a senior care organization (SCO) and its network of providers.

Specialty Inpatient Psychiatric Service for Children/Adolescents with Neurodevelopmental Disorders – intensive level of specialized inpatient psychiatric care for youth with severe behavioral manifestations of Autism Spectrum Disorders (ASD)/Intellectual Disabilities (ID) and co-occurring mental health conditions. In addition to all the clinical service components required within Psychiatric Inpatient Hospitals, pursuant to this Contract, Specialty Inpatient Psychiatric Services for Children/Adolescents with Neurodevelopmental Disorders must be supported by specially-trained staff. Additionally, specialized components of services include specialized treatment milieu, clinical expertise, clinical interventions, and evidence-based practices and procedures.

Specialty Inpatient Psychiatric Service for Eating Disorders – an intensive level of specialized inpatient psychiatric care for adults and youth with eating disorder diagnoses who require acute psychiatric and medical stabilization. In addition to all clinical service components required within Psychiatric Inpatient Hospitals, pursuant to this Contract, as set forth in the MassHealth Program regulations, Specialty Inpatient Psychiatric Services for Eating Disorders must be supported by specially-trained staff. Additionally, specialized components of services include specialized treatment milieu, clinical expertise, clinical interventions, and evidence-based practices and procedures for supporting the unique needs of individuals with severe eating disorders.

Statewide Event Notification Service (ENS) Framework – an interoperable ENS network consisting of Certified ENS Vendors who have interconnected their ENS systems to serve all care providers in Massachusetts.

Upper Payment Limit – the term referring to the calculation by which it is determined whether the Contract payment methodology will result in payments for Inpatient Services and Outpatient

Services in the aggregate that are no more than the amount that would be paid under Medicare principles of payment.

SECTION 2 CONTRACTOR RESPONSIBILITIES

The Contractor shall:

A. Furnish Inpatient Services to MassHealth Members that conform to the requirements for such Inpatient Services as set forth in the MassHealth Program regulations; furnish only those Inpatient Services that qualify as medically necessary under the MassHealth Program regulations; furnish Inpatient Services that conform to the professionally recognized standards of health care within the Commonwealth for the applicable provider type and/or specialty type, or, if appropriate, that conform to the generally accepted standards within the Commonwealth for the trade.

B. If furnishing Outpatient Services to MassHealth Members, furnish Outpatient Services that conform to the requirements for such Outpatient Services as set forth in the MassHealth Program regulations; furnish only those Outpatient Services that qualify as medically necessary under the MassHealth Program regulations; furnish Outpatient Services that conform to the professionally recognized standards of health care within the Commonwealth for the applicable provider type and/or specialty type, or, if appropriate, that conform to the generally accepted standards within the Commonwealth for the trade.

C. Comply with, and is subject to, all federal and state statutes, rules and regulations governing the MassHealth Program, including, but not limited to, Psychiatric Inpatient Hospital regulations at 130 CMR 425.000 et seq.; Psychiatric Hospital Outpatient Services regulations at 130 CMR 434.000 et seq., as applicable; and Administrative and Billing regulations at 130 CMR 450.000 et seq.; provided, however, that in the event of any conflict between the documents which are part of the Hospital's Contract with EOHHS and any regulation now existing or hereinafter adopted, the terms of the Contract shall prevail. All references to statutes and regulations refer to such statutes and regulations as they may be amended from time to time. In addition, the Contractor must comply with all billing instructions and provider bulletins applicable to the Contractor's participation in the MassHealth Program, now existing or adopted during the term of this Contract.

D. Maintain and retain any records necessary to disclose the extent, quality and medical necessity of services provided to Members, to substantiate any claims for payment submitted by the Provider to the MassHealth Program, or as otherwise required by EOHHS or applicable law. Such records must be, upon request, made available and provided to EOHHS, its designees, the Office of the Attorney General's Medicaid Fraud Division, the federal Centers for Medicare & Medicaid Services, and other government agencies as provided in applicable law.

E. Furnish services to Members without regard to race, color, religion, national origin, disability, age, sex, gender identity, sexual orientation, or status as a recipient of public assistance, and must comply with all applicable law concerning the same.

F. Accept, as payment in full for all Covered Services, the rates of payment and payment

provisions set forth in the **Section 4**, and **Appendix A** to **Attachment A**, which is attached hereto and incorporated herein by reference.

G. Comply with all requirements of the Administrative and Billing regulations at 130 CMR 450.000 et seq. and shall promptly repay in accordance with such regulations any amounts owed to the MassHealth Program as a result of an overpayment, penalty, fine or other sanction. Notwithstanding any other provision of this Contract to the contrary, the MassHealth Program may recoup from future payments to the Contractor for Inpatient Services and Outpatient Services any amounts that are owed by the Contractor as a result of an overpayment, penalty, fine or other sanction.

H. Comply with all requirements of EOHHS's Clinical Quality Incentive Program, as detailed in **Section 6** and in **Appendix C** to **Attachment A**.

I. Comply with all Adverse Incident reporting requirements, as detailed in **Appendix D** to **Attachment A** and submit to MassHealth a written report of each Reportable Adverse Incident using the form found at https://www.mass.gov/how-to/behavioral-health-reporting-adverse-incidents.

J. Comply with Department of Mental Health Inpatient Licensing Division Clinical Competencies and Operational Standards, as detailed in **Appendix E** to **Attachment A**.

K. Comply with Discharge Planning Procedures for Members Experiencing or at Risk of Homelessness, as detailed in **Appendix F** to **Attachment A**.

L. Comply with Health Information Technology Requirements, as detailed in **Appendix B** to **Attachment A**

M. Accept all referrals of MassHealth Members that meet the established admission criteria of the inpatient unit. This may include direct admissions. Prior to direct admission to the inpatient unit, the Contractor shall, to the extent possible permitted by law: Conduct a behavioral health clinical assessment, including a full biopsychosocial, medical necessity assessment and diversionary considerations. This assessment must be completed by a qualified behavioral health provider. For youth, under the age of 21 years old, the Contractor must conduct a screening as specified in 130 CMR 425.406. The Contractor shall document the assessment in the Member's medical record and use the assessment to determine medical necessity of the direct admission.

N. Accept Members for admission via emergency and non-emergency transportation modalities.

O. Comply with all applicable billing instructions and provider bulletins issued from time to time by the MassHealth Program.

SECTION 3 EOHHS RESPONSIBILITIES

EOHHS shall:

A. Make Contract payments to the Contractor in accordance with the rates of payment and payment provisions set forth in this Contract and in the RY2027 Psychiatric Hospital RFA, which is attached hereto and incorporated herein by reference, for all covered Inpatient Services and Outpatient Services actually and properly delivered to eligible Members and properly billed to the MassHealth Program in accordance with the terms of this Contract and in accordance with and subject to all applicable federal and state laws, regulations, rules, billing instructions and provider bulletins, as they may be amended from time to time.

B. Maintain, in accordance with applicable MassHealth Program regulations concerning privacy of Member records, all records furnished to EOHHS pursuant to the requirements of **Section 8.16** herein.

SECTION 4 PAYMENT SYSTEM

Section 4.1: General Provisions

The Contractor shall accept payment at the rates established in this Contract as payment in full for all covered Inpatient Services, Outpatient Services and Administratively Necessary Days rendered on and after October 1, 2026, throughout the term of the Contract.

Section 4.2: Payment for Inpatient Services

A Contractor will be paid for Inpatient Services using a combination of an Inpatient Per Diem Rate and a per inpatient admission rate, as described below.

A. Inpatient Per Diem Payments

The Inpatient Per Diem Rate is a daily rate paid for any and all routine and ancillary Inpatient Services provided by a Contractor to a MassHealth Member, with the exception of any and all Administratively Necessary Days that shall be paid in accordance with **Section 4.4** of **Attachment A** below. The Inpatient Per Diem Rates is listed in each Contractor's **Appendix A** to **Attachment A**. The standard Inpatient Per Diem rate shall be paid, unless the services provided qualify for one of the following specialty inpatient rates:

1. Specialty Inpatient Psychiatric Service for Children/Adolescents with Neurodevelopmental Disorders Per Diem Payments

   The Specialty Inpatient Psychiatric Service for Children/Adolescents with Neurodevelopmental Disorders Per Diem Rate is a daily rate paid for any and all specialized and ancillary Inpatient Psychiatric Services provided by a Contractor to a MassHealth Member under 21 years of age with a diagnosis of Autism Spectrum Disorders (ASD)/Intellectual Disabilities (ID) when services are provided pursuant to **Appendix G** of the Psychiatric Hospital Contract **(Attachment A),** with the exception of any and all Administratively Necessary Days that shall be paid in accordance with **Section 4.4** of **Attachment A** below. The Inpatient Psychiatric Services for Children/Adolescents with Neurodevelopmental Disorders Per Diem Rate is listed in each Contractor's **Appendix A** to **Attachment A**. The Specialty Inpatient Psychiatric Service for Children/Adolescents with Neurodevelopmental Disorders Per Diem shall be provided pursuant to **Appendix G** of the Psychiatric Hospital Contract **(Attachment A).**

2. Specialty Inpatient Psychiatric Service for Eating Disorder Per Diem Payments

   The Specialty Inpatient Psychiatric Service for Eating Disorder Per Diem Rate is a daily rate paid for any and all specialized and ancillary Inpatient Psychiatric Services provided by a Contractor to a MassHealth Member with an eating disorder diagnosis when services are provided pursuant to **Appendix H** of the Psychiatric Hospital Contract (**Attachment A**), with the exception of any and all

Administratively Necessary Days that shall be paid in accordance with **Section 4.4** of **Attachment A** below. The Specialty Inpatient Service for Eating Disorder Per Diem Rate is listed in each Contractor's **Appendix A** to **Attachment A**. The Specialty Inpatient Psychiatric Service for Eating Disorder Per Diem shall be provided pursuant to **Appendix H** of the Psychiatric Hospital Contract (**Attachment A**).

B. Inpatient Admission Payments

For inpatient admissions of a MassHealth Member to a DMH-Licensed Bed, an inpatient admission rate shall be paid in addition to the inpatient per diem rate. The inpatient admission rate is determined based on criteria met upon admission, as set forth below. Each admission may meet only one category below:

	(1) CATEGORY 1 Per Inpatient Admission Rate; OR	(2) CATEGORY 2 Per Inpatient Admission Rate; OR	(3) CATEGORY 3 Per Inpatient Admission Rate
(A) Weekday Admission - Patient admission occurs Monday to Friday; OR	The Member admission does not meet criteria for either Category 2 or Category 3 Per Inpatient Admission Rates.	The Member admission meets at least one of the following criteria: 1. The Member is aged 14 years old to 17 years old (inclusive); or 2. The Member has a diagnosis of Autism Spectrum Disorder or Intellection Disability Disorder (ASD/IDD); or 3. The Member has a diagnosis of Eating Disorder; or 4. The Member is homeless as indicated by diagnosis code Z59.0x, or housing unstable as indicated by diagnosis code Z59.1 or Z59.819. AND The Member admission does not meet criteria for the Category 3 Per Inpatient Admission Rate.	The Member admission meets at least one of the following criteria: 1. The Member is aged 13 years old or below; or 2. The Member is aged 65 years old or older; or 3. The Member is affiliated (as indicated in MMIS) with one or more of the following Massachusetts human service agencies: DDS, DCF, DMH, or DYS.
(B) Weekend Admission - Patient admission occurs Saturday or Sunday	The Member admission does not meet criteria for either Category 2 or Category 3 Per Inpatient Admission Rates.	The Member admission meets at least one of the following criteria: 1. The Member is aged 14 years old to 17 years old (inclusive); or 2. The Member has a diagnosis of ASD/IDD; or 3. The Member has a diagnosis of Eating Disorder; or 4. The Member is homeless as indicated by diagnosis code 759.0x, or housing unstable as indicated by diagnosis code Z59.1 or Z59.819. AND The Member admission does not meet eligibility criteria for the Category 3 Per Inpatient Admission Rate.	The Member admission meets at least one of the following criteria: 1. The Member is aged 13 years old or below; or 2. The Member is aged 65 years old or older; or 3. The Member is affiliated (as indicated in MMIS) with one or more of the following Massachusetts human service agencies: DDS, DCF, DMH, or DYS.

C. Payment for Long-Acting Injectable (LAI) Antipsychotics

1. Long-Acting Injectable Antipsychotics and Prior Approval Requirements: Drug specific prior authorization criteria, if applicable, must be met as described on the Long-Acting Injectable Antipsychotic Medications Administered in Inpatient Psychiatry Units published on the MHDL, including the submission of the Antipsychotics Prior Authorization form, if required.

2. Payment for LAIs

   a. MassHealth will only pay for LAIs that are administered to a Member in an inpatient psychiatry unit following admission where such LAIs have been identified as an approved Long-Acting Injectable Antipsychotic Administered in Inpatient Psychiatry Units maintained on the MHDL. Administration of such LAIs shall be reimbursable using the definitions, payment rules, and rates as specified in 101 CMR 317.00: Rates for medicine services. For MassHealth covered LAIs not listed in 101 CMR 317.00, payment will be set by Individual Consideration (IC), until such time as those LAIs may be included in 101 CMR 317.00.

   b. The Hospital must claim separate payment for LAIs in accordance with applicable MassHealth billing instructions, including, without limitation, as set forth herein, in MassHealth billing instructions and in any special billing instructions for LAIs administered during an in-state hospital BH inpatient admission that may be published under "Billing Tips" on the MassHealth website at https://www.mass.gov/service-details/billing-tips EOHHS may update the billing instructions from time to time.

Section 4.3: Payment for Outpatient Services

A Contractor will be paid for Outpatient Services using an Outpatient Cost-to-Charge Ratio. The Outpatient Cost-to-Charge Ratio is a fixed percentage that is applied to a hospital's Usual and Customary Charges for Outpatient Services. Payment for a particular Outpatient Service shall be equal to the product of the Cost-to-Charge Ratio times the hospital's Usual and Customary Charge for the Outpatient Service in effect on July 1, 2018, and as reported to CHIA.

The Outpatient Cost-to-Charge Ratio is listed in **Appendix A**.

Section 4.4: Payment for Administratively Necessary Days

A. Payments for Administratively Necessary Days will be made on a per diem basis, using an Administratively Necessary Day Per Diem Rate (AND Rate) for the ongoing provision of appropriate clinical care until the date of discharge. The AND Rate is an all-inclusive daily rate and represents payment in full for all Administratively Necessary Days in all Psychiatric Hospitals. The Administratively Necessary Day rate will only be applied following joint clinical case review with MassHealth. The Administratively Necessary Day rate shall only be applied where the clinical case review leads to the following determinations:

1. the clinical presentation would typically call for discharge to a lower level of care (e.g., an appropriate community-based location) but an appropriate placement has not yet been secured; and
2. the clinical barriers to discharge have been sufficiently addressed and the discharge plan is ready to be executed when an appropriate discharge placement has been secured; and
3. the patient does not require a high degree of clinical resources daily.

B. The Administratively Necessary Day Per Diem Rate is listed in each Psychiatric Hospital's **Appendix A.**

Section 4.5: Clinical Quality Incentive Program Payments

The Contractor may qualify to receive Clinical Quality Incentive Program payments under this Contract and as specified in **Appendix C** of **Attachment A.**

Section 4.6: Inpatient Psychiatric Services Supplemental Payments

The Contractor may qualify to receive an Inpatient Psychiatric Services Supplemental Payment under this Contract and as specified in **Appendix I** of **Attachment A.**

Section 4.7: Compliance with Legal Requirements

The Contractor shall comply with, and is subject to, all state and federal statutes, rules, and regulations governing the MassHealth Program, including, but not limited to, Psychiatric Inpatient Hospital regulations at 130 CMR 425.000 *et seq*.; Psychiatric Hospital Outpatient Services regulations at 130 CMR 434.000 *et seq*.; and Administrative and Billing regulations at 130 CMR 450.00 *et seq*.; provided, however, that in the event of any conflict between the documents that are part of the Psychiatric Hospital Contract and any MassHealth Program regulation now existing or hereinafter adopted, the terms of the Psychiatric Hospital Contract shall prevail. All references to statutes and regulations refer to such statutes and regulations as they may be amended from time to time. In addition, the Contractor shall comply with all applicable billing instructions and provider bulletins issued from time to time by the MassHealth Program.

SECTION 5 ADDITIONAL PAYMENT AND REPORTING PROVISIONS

All payments under this Contract are subject to the following provisions, as well as all other rules and regulations governing service limitations, claims payment, billing and claims processing procedures, utilization control requirements, and all other conditions of participation established by the MassHealth Program. The Contractor shall submit the most recent organizational chart annually.

Section 5.1: Hospital Payments in the Event of Third-Party Coverage

A. The Hospital must make diligent efforts, as defined under 130 CMR 450.316(A), to identify and obtain insurance payments before billing MassHealth.

B. For inpatient admissions and Outpatient Services, where the Member has Third-Party Insurance coverage, EOHHS will pay the Hospital according to Third-Party Liability provisions at 130 CMR 450.316-321.

Section 5.2: Reporting Requirements

The Contractor must furnish ownership, licensure, financial, and statistical documents relating to MassHealth participation, services, and payment, as required by EOHHS and other governmental entities. This shall include, but is not limited to, state and federal cost reports, charge books, audited financial statements, and provider enrollment information.

If the Contractor does not furnish required information within the applicable time-period, or within a reasonable extension of time approved in writing by EOHHS or other governmental entity, the Hospital may have a 5% reduction applied to its Inpatient Per Diem Rate, beginning on the day following the date on which the information is due. The reduction shall be applied for each day of noncompliance. The reduction shall increase in a cumulative manner at the rate of 5% for each month of noncompliance. For example, the downward adjustment to a Psychiatric Hospital's Inpatient Per Diem Rate for the first month of noncompliance would equal 5%. If the requested documentation were not received for another month, the downward adjustment to the Inpatient Per Diem Rate for the second month would equal 10%. The adjustment shall not, in any case, exceed 50% of the Inpatient Per Diem Rate.

Section 5.3: Upper Payment Limits and Federal Approval

If any portion of the Contract payment methodology or any amount paid pursuant to the Contract is not approved or is the basis of a disallowance by CMS, such payments made to the Hospital by the MassHealth Program in excess of the federally approved methodology or amounts will be deemed an overpayment and the MassHealth Program may recoup or offset such overpayments against future payments.

If any payments made pursuant to this Contract exceed any applicable federal Hospital-specific payment limits, including, but not limited to, cost limits, charge limits, upper payment limits, and limits based on federally approved payment methods, such amounts will be deemed an overpayment and the MassHealth Program may recoup, or offset such overpayments against

future payments. The Contractor shall report their costs and payments using the Uniform Medicaid & Uncompensated Care Cost & Charge Report (UCCR), in accordance with the requirements of the federally approved cost limit protocol and instructions by EOHHS. Such cost reporting will be based on the provider's CMS 2552 cost report and will result in reconciliation and recovery of any overpayments.

If any payments made pursuant to this Contract exceed applicable federal aggregate payment limits, the MassHealth Program may exercise its discretion to apportion disallowed amounts among the affected Hospitals, and to recoup from, or offset against future payments to such Hospitals, or to otherwise restructure payments in accordance with approved payment methods.

Section 5.4: Billing

The Contractor shall bill for all Inpatient and Outpatient Services on the appropriate electronic format except where otherwise indicated by the MassHealth Program in applicable regulations, billing instructions, or provider bulletins.

Section 5.5: Future Rate Years

Adjustments may be made each Rate Year to update rates and shall be made in accordance with the Psychiatric Hospital Contract in effect on that date. All provisions of the RFA requiring continuing performance shall survive the termination of such RFA.

SECTION 6 CLINICAL QUALITY INCENTIVE PROGRAM

Section 6.1: Compliance with the Clinical Quality Incentive Program

The Contractor shall:

A. Maintain a program that ensures the effective and efficient review of all services, corrects problems in a timely manner, continuously pursues opportunities to improve services, and complies with all requirements in **Appendix C** of **Attachment A**;

B. Submit annually all information required under this Contract, **Appendix C** of **Attachment A**;

C. Participate in meetings regarding the Clinical Quality Incentive Program as EOHHS deems necessary; and

D. Designate a representative to act as a Clinical Quality Incentive Program liaison between the Contractor and EOHHS for the duration of the Contract.

Section 6.2: Quality Improvement Liaison Responsibilities

The Clinical Quality Incentive Program liaison shall:

A. Receive and respond to all inquiries and requests from EOHHS, in accordance with **Appendix C** of **Attachment A**, in the time frames and format specified by EOHHS;

B. Represent the Contractor on all matters pertaining to **Appendix C** of **Attachment A**. The quality improvement liaison will be authorized and empowered to represent the Contractor regarding all aspects of the quality issues;

C. Monitor the Contractor's performance on the performance indicators of the Clinical Quality Incentive Program, as applicable, listed in **Appendix C** of **Attachment A,** and any additional indicators as selected by the Contractor;

D. Meet with EOHHS on a periodic or as needed basis and resolve issues that arise; and

E. Coordinate requests from EOHHS and activities to ensure that Contractor staff with appropriate expertise (i.e., clinical, management, data, etc.), participate in activities as requested by EOHHS and respond to requests from EOHHS.

SECTION 7 PROVIDER PREVENTABLE CONDITIONS

Section 7.1: Introduction

Under Section 2702 of the Patient Protection and Affordable Care Act (Pub. L. 111.-148) (the ACA), and corresponding federal regulations at 42 C.F.R. 447.26, Hospitals must report "provider preventable conditions" to Medicaid agencies; and Medicaid agencies are prohibited from paying Hospitals for services resulting from a "provider preventable condition" in violation of the federal requirements. EOHHS has implemented policies that conform to the federal requirements. The following provisions and payment methods governing "provider preventable conditions" apply to the Contractor, and the Contractor must comply with such provisions.

Section 7.2: Definitions

The following definitions shall apply:

A. Provider Preventable Condition (PPC) – a condition that meets the definition of a "Health Care Acquired Condition" or an "Other Provider Preventable Condition" as defined by CMS in federal regulations at 42 C.F.R. 447.26(b).

B. Health Care Acquired Conditions (HCACs) – conditions occurring in an inpatient hospital setting, which Medicare designates as hospital-acquired conditions (HACs) pursuant to Section 1886(d)(4)(D)(iv) of the Social Security Act (SSA) (as described in Section 1886(d)(4)(D)(ii) and (iv) of the SSA), with the exception of deep vein thrombosis (DVT)/pulmonary embolism (PE) as related to total knee replacement or hip replacement surgery in pediatric and obstetric patients.

C. Other Provider Preventable Condition (OPPC) – a condition that meets the requirements of an "Other Provider Preventable Condition" pursuant to 42 C.F.R. 447.26(b). OPPCs may occur in any health care setting and are divided into two sub-categories:

1. National Coverage Determinations (NCDs) – The NCDs are mandatory OPPCs under 42 C.F.R. 447.26(b) and consist of the following:
    a. Wrong surgical or other invasive procedure performed on a patient;
    b. Surgical or other invasive procedure performed on the wrong body part; and
    c. Surgical or other invasive procedure performed on the wrong patient.
    d. For each of a. through c., above, the term "surgical or other invasive procedure" is as defined in CMS Medicare guidance on NCDs.
2. Additional Other Provider Preventable Condition (Additional OPPCs) – Additional OPPCs are state-defined OPPCs that meet the requirements of 42 C.F.R. 447.26(b). EOHHS has designated certain conditions as Additional OPPCs.

Section 7.3: Hospital Reporting of PPCs to EOHHS

A. *Appendix V* of the Private Psychiatric Inpatient and Outpatient Hospital MassHealth provider manuals identifies those PPCs that apply to the Contractor for inpatient and outpatient hospital services. EOHHS may also provide this information to Hospitals through provider bulletins, or other written statements of policy, and all such documentation, including without limitation *Appendix V*, may be amended from time to time.

Hospitals must report the occurrence of a PPC and PPC-related services through MMIS claims submissions to MassHealth. Hospital reporting of PPCs, and related claims submissions, must be conducted in accordance with applicable MassHealth regulations, provider manuals and billing instructions, including without limitation as set forth in *Appendix V* of the MassHealth Private Psychiatric Inpatient Hospital and Outpatient Hospital provider manual, respectively. EOHHS may also provide such instructions through provider bulletins, or other written statements of policy, and all such documentation, including without limitation, *Appendix V*, may be amended from time to time.

B. In accordance with state and federal statutes, rules, and regulations governing the MassHealth program, including but not limited to 130 CMR 425.000, *et seq*. (Private Psychiatric Inpatient Hospitals); 130 CMR 434.000, et seq. (Private Psychiatric Outpatient Hospitals) and 130 CMR 450.000, et seq. (administrative and billing requirements), EOHHS may request additional information from the Hospital which EOHHS deems necessary to facilitate its review of any PPC or to carry out payment, provider enrollment, quality or other routine functions of the MassHealth program, and the Hospital must comply with the request. EOHHS may use this information in reviewing any PPC and in applying any payment adjustment as set forth in **Section 8.4**, below.

Section 7.4: Payment Adjustments to Hospitals for Provider Preventable Conditions

A. **Inpatient Hospital Services** – For psychiatric inpatient hospital services, when a Hospital reports a PPC that the Hospital indicates was not present on admission, EOHHS will reduce payments to the Hospital as follows:

1. Inpatient Per Diem Rate. For inpatient services for which the Hospital would otherwise be paid the Inpatient Per Diem Rate:

   a. MassHealth will not pay the Inpatient Per Diem Rate if the Hospital reports that only PPC-related services were delivered on that day, and will exclude all reported PPC-related costs/services when determining future year payment rates that are calculated using a data source that would otherwise include the PPC.

   b. MassHealth will pay the Inpatient Per Diem Rate if the Hospital reports that non-PPC related services were also delivered on that day, but will exclude

all reported PPC-related costs/services when determining future year payment rates that are calculated using a data source that would otherwise include the PPC.

2. Administratively Necessary Day Per Diem Rate (AND Rate). For inpatient services for which the Hospital would otherwise be paid the AND Rate:

   a. MassHealth will not pay the per diem rate if the Hospital reports that only PPC-related services were delivered on that day, and will exclude all reported PPC-related costs/services when determining future year payment rates that are calculated using a data source that would otherwise include the PPC.

   b. MassHealth will pay the per diem rate if the Hospital reports that non-PPC related services were also delivered on that day, but will exclude all reported PPC-related costs /services when determining future year payment rates that are calculated using a data source that would otherwise include the PPC.

B. **Outpatient Hospital Services** – For psychiatric outpatient hospital services, when a Hospital reports a PPC, MassHealth will not pay for services which the hospital indicates are PPC-related and will exclude all reported PPC-related costs/services when determining future year payment rates that are calculated using a data source that would otherwise include the PPC.

C. For each of **subsection 7.4.A**. and **7.4.B.**, above, the PPC non-payment provisions also apply to third-party liability and crossover payments by MassHealth.

D. Hospitals are prohibited from charging Members for PPCs and PPC-related services, including without limitation co-payments or deductibles. Hospitals are also prohibited from seeking reimbursement for identified PPC-related services through the Health Safety Net (HSN) or otherwise, and from including such services in any unreimbursed cost calculations.

E. In the event that individual cases are identified throughout the MassHealth PPC implementation period, EOHHS may adjust reimbursement according to the methodology above.

Section 7.5: Additional Requirements

The Contractor agrees to take such action as is necessary in order for EOHHS to comply with all federal and state laws, regulations, and policy guidance relating to the reporting and non-payment of provider preventable conditions, including without limitation Section 2702 of the ACA. In addition, should EOHHS, in its sole discretion, deem it necessary to further amend this RFA and Contract to implement any such laws, the Contractor agrees that, notwithstanding any other provision in this Contract, EOHHS may terminate the Psychiatric Hospital's Contract immediately upon written notice in the event the Contractor fails to agree to any such amendment.

SECTION 8 ADDITIONAL TERMS AND CONDITIONS

Section 8.1: Capitalized Terms

All capitalized terms shall have the meanings as defined **Section 1** of this Contract (**Attachment A**).

Section 8.2: Notification

The Contractor shall notify EOHHS in writing of:

A. Any change in the information the Contractor has submitted to EOHHS in response to the Psychiatric Hospital RFA within thirty (30) days of the date on which the Contractor becomes aware of such change;

B. Any written communication by a regulatory, certifying, or licensing authority that indicates an intention, conditionally or otherwise, to revoke, void, suspend, delay, or deny the issuance, renewal, or extension of any license, certificate, or other statement of qualification that constitutes a MassHealth Program eligibility criterion for the Contractor's participation in the MassHealth Program, within fourteen (14) days of receiving such communication;

C. Any intention by the Contractor to file for bankruptcy or to otherwise surrender, terminate, or substantially modify any such license, or certification, certificate, or other statement of qualification, at least fourteen (14) days in advance of any filing in connection therewith; and

D. Any closure, merger, sale of assets, or other transaction involving the identity, licensure, ownership, or operation of the Contractor, which notice shall be given at least twenty (20) days in advance of such transaction and which shall include, but not be limited to, any document setting forth the terms of the transaction as well as copies of any correspondence between any party to the transaction and any state officials or state agencies.

In addition, the Contractor must comply with all other related provisions in this Contract (**Attachment A**) and the RFA, including but not limited to the following: **Attachment B** regarding information providers must disclose upon a change in ownership and control.

Section 8.3: Federally Required Disclosures

The Contractor shall comply with the disclosure requirements set forth at 42 CFR 455.100 *et seq*. and 42 CFR 1002.3(a), including, without limitation, submitting within 35 days after the date of a request by the United States Secretary of Health and Human Services or MassHealth, full and complete information related to business transactions as set forth in 42 CFR § 455.105. For purposes of making disclosures to EOHHS as required by 42 CFR 455.100 et seq. and 42 CFR 1002.3, the Contractor agrees to: (a) use any form required by EOHHS for such purpose, unless otherwise directed by EOHHS; (b) fully and accurately complete any such EOHHS-supplied form (or such portions thereof as directed by EOHHS); and (c) sign, date and return the form to

EOHHS within the required time period. The Contractor shall refer to 42 CFR 455.100 *et. seq*. and 42 CFR 1002.3, as necessary.

EOHHS may immediately terminate this Contract in whole or in part if the Contractor fails to comply with this Contract or due to the information contained in the Contractor's disclosures. In addition, the Contractor shall not be entitled to payment for any MassHealth services for which EOHHS reasonably determines federal reimbursement is not available. Any such payments shall constitute an overpayment as defined in 130 CMR 450.235. Under such circumstances, EOHHS may also exercise its authority under 130 CMR 450.238 *et seq*. to impose sanctions.

Section 8.4: Contract Term

This Contract is being issued under the "open enrollment" process. For Contractors responding to the RFA by the close of the initial enrollment period specified in **Section 7** of the RFA, the term of this Contract shall be from October 1, 2026, through September 30, 2027. For Contractors responding to the RFA after the close of the initial enrollment period, the term of the Contract shall be from the date agreed upon by both parties through September 30, 2027. At EOHHS's option, the Contract may be extended for up to five additional years in any increment, subject to the Contractor's satisfactory performance as determined by EOHHS, of all duties under this Contract.

Section 8.5: Termination

Either party may terminate this Contract without cause upon no less than 90 days prior written notice to the other party specifying the termination date, unless applicable law requires otherwise.

If EOHHS determines that the Contractor has breached this Contract or has otherwise violated the laws, regulations, or rules that govern the MassHealth Program, EOHHS may take any appropriate actions under applicable law, including, but not limited to, administrative actions set forth in 130 CMR 450.000 et seq., which may involve sanctions, fines, suspension, and/or termination of this Contract. EOHHS shall give notice to the Contractor specifying all such breaches or violations and shall inform the Contractor of any applicable appeal rights contained in the MassHealth Program regulations.

If EOHHS determines that the continued participation of the Contractor may endanger the health, safety, or welfare of Members of the MassHealth Program, EOHHS, without prior notice or hearing, may immediately suspend the Contractor from participation in the MassHealth Program and/or take other appropriate administrative actions against the Contractor; that in such event EOHHS shall notify the Contractor in writing of the reasons for the immediate suspension and of the appeal rights available to the Contractor in accordance with 130 CMR 450.000 et seq.

Section 8.6: Breach of Contract

The Contractor is responsible for any direct, consequential, incidental, or other damages EOHHS and the Commonwealth suffer as a result of the Contractor's breach of its obligations hereunder, or damages arising out of or in connection with the Contractor's performance of the Contract.

Section 8.7: Amendment

The Contract may be amended as follows:

A. EOHHS may amend payment rates, methodology, and/or billing instructions, or any other term of this Contract, as it determines necessary. Without limiting the generality of the foregoing, EOHHS may make such amendments as it deems necessary to comply with CMS requirements.

B. Upon notification by EOHHS of any amendment to the Contract, the Contractor shall respond in one of the following ways: (a) submit to EOHHS an executed original of such amendment; or (b) terminate its participation in the MassHealth program upon 90 days' prior written notice to EOHHS.

C. In the event that the Contractor does not act in accordance with the alternatives stated in the preceding paragraph, EOHHS may exercise its discretion either to terminate for cause (upon at least 30 days' prior written notice) or continue the Contractor's participation in the MassHealth Program. Where EOHHS opts to continue the Contractor's participation in MassHealth, EOHHS shall notify the Contractor whether pre- or post-amendment methodology, rates, and Contract provisions shall apply.

D. If (1) the Legislature directs MassHealth to make a payment adjustment to any specific Contractor or group of Contractors which would affect payments during the term of this Contract; (2) the provisions of Title XIX, Title XXI or waivers thereof, as interpreted by CMS, would require adjustments to payments or methods of payment; or (3) EOHHS determines that an amendment is necessary to correct rates for any Contractor or group of Contractors so that rates are in conformity with the methodologies specified in the Contract, EOHHS may make amendments to the Contracts of the specific Contractors affected. Any such amendments shall become effective as stated in EOHHS' notice to the Contractor(s) affected.

Section 8.8: Applicable Law

The Contract, and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the Commonwealth of Massachusetts. Any actions arising out of this Contract shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The terms of this Contract shall be construed, to the extent possible, so as to be consistent with applicable federal and state laws and regulations, and shall not be construed as a waiver of the Commonwealth's sovereign immunity. Any determination that any provision herein is invalid, illegal, or unenforceable in any respect in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance and shall not affect the validity, legality, or enforceability of any other provision contained herein.

Section 8.9: Massachusetts Appropriations Law

All Contract payments hereunder are subject to appropriation and availability of state and federal funds and will be limited to the amount appropriated therefore to the extent permitted under

applicable state and federal laws.

Section 8.10: Waiver

EOHHS or the Contractor shall not be deemed to have waived any of its rights hereunder, or under any other agreement, document or paper signed by the other party, unless such waiver is in writing and signed by a duly authorized representative. No delay or omission on the part of the Contractor in exercising any right shall operate as a waiver of such right or any other right. A waiver on any occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

Section 8.11: Independent Contractors

The Contractor, its employees, subcontractors, and any other of its agents in the performance of this Contract, shall act in an independent capacity and not as officers or employees of EOHHS or the Commonwealth of Massachusetts.

Section 8.12: Indemnity

The Contractor shall indemnify and hold harmless EOHHS and the Commonwealth from and against any and all liability, loss, damage, costs, or expenses which EOHHS or the Commonwealth may sustain, incur, or be required to pay for third party claims or suits, arising out of or in connection with the Contractor's breach of its obligations under the Contract, or any negligent action or inaction or willful misconduct of the Contractor, or any person employed by the Contractor, or any of its subcontractors, provided that the Contractor is notified of any claims within a reasonable time from when EOHHS becomes aware of the claim and the Contractor is afforded an opportunity to participate in the defense of such claims.

Section 8.13: Entire Contract

This Contract constitutes the full and complete agreement between the parties with respect to the subject matter herein and supersedes any and all previous provider agreements, negotiations, and verbal agreements between the parties.

Section 8.14: Order of Precedence

The following documents are incorporated into and made a part of this Contract:

A. Any special conditions that indicate they are to be incorporated into this Contract and that are signed by the parties; and

B. The Psychiatric Hospital RFA and all appendices and attachments thereto.

In the event of any conflict among the documents which are a part of this Contract, the order of priority to interpret the Contract shall be as follows: (1) the Contract terms and conditions; (2) any special conditions that indicate they are to be incorporated into this Contract and that are signed by the parties; (3) the Psychiatric Hospital RFA.

Section 8.15: Assignment

The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any responsibility, obligation, duty or interest under this Contract.

Section 8.16: Privacy and Security of Personal Data and HIPAA Compliance

The Contractor shall:

A. Recognize that in the performance of this Contract it is a holder of personal data as defined in M.G.L c. 66A and 42 CFR 431, Subpart F. The Contractor shall conform to all applicable regulatory and statutory requirements, including, but not limited to, those set forth in M.G.L.c.66A and 101 CMR 8.01-8.10.

B. Inform each of its employees having any involvement with personal data or other confidential information, whether with regard to design, development, operation, or maintenance, of the laws and regulations relating to confidentiality.

C. The Contractor shall reasonable steps to ensure the physical security of personal data or other confidential information under its control, including, but not limited to: fire protection; protection against smoke and water damage; alarm systems; locked files, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data; and passwords, access logs, badges, or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data by ensuring limited terminal access. The Contractor shall include in all of its contracts with subcontractors the provisions of this Contract concerning the confidentiality of personal data and information.

D. Comply with all applicable provisions of 45 CFR 160,162 and 164 (the Health Insurance Portability and Accountability Act of 1996, or HIPAA), M.G.L.c.66A (Massachusetts Fair Information Practices Act), 42 CFR 431, Subpart F (Federal Medicaid Safeguards) and shall execute, at EOHHS's direction, a Trading Partner Agreement and any and all other agreements and amendments EOHHS determines are necessary to meet HIPAA requirements.

Section 8.17: Advance Directives

The Contractor shall comply with the requirements of 42 CFR Part 489, Subpart I relating to the maintenance of written policies and procedures regarding advance directives; and the requirements of 130 CMR 450.112.

Section 8.18: Medicaid Fraud and Abuse

The Contractor shall notify EOHHS in writing within fourteen (14) days if it, or where applicable, any of its subcontractors receive or identify any information that gives them reason to suspect that a MassHealth Provider or Member has engaged in fraud as defined under 42 CFR 455.2. In the event of suspected fraud, no further contact shall be initiated with the Provider or Member on that specific matter without EOHHS approval.

The Contractor and, where applicable, its subcontractors, shall cooperate fully with the Office of the Attorney General's Medicaid Fraud Division (MFD) and the Office of the State Auditor's Bureau of Special Investigations (BSI). Such cooperation shall include, but not be limited to, providing at no charge, prompt access and copies of any documents and other available information determined necessary by such agencies to carry out their responsibilities regarding Medicaid fraud and abuse, maintaining the confidentiality of any such investigations, and making knowledgeable staff available at no charge to support any investigations, court, or administrative proceeding.

Section 8.19: Fair Employment

The Contractor shall comply with all federal and state applicable law promoting fair employment practices and prohibiting employment discrimination and unfair labor practices. The Contractor must not discriminate in employment based on race, color, religion, national origin, disability, age, sex, sexual orientation, or status as a recipient of public assistance, and must comply with all applicable law.

Section 8.20: Contractor Representations

The Contractor shall represent, warrant, and certify that:

The execution, delivery and performance of this Contract by the Contractor are within the power of the Contractor, have been duly authorized by all necessary proceedings and do not and will not violate any law, rule, regulation, judgment or order or any indenture, agreement or other undertaking to which the Contractor is a party or by which the Contractor or any of the property of the Contractor is bound or affected, or any provision of the incorporation papers or by-laws, partnership agreement or declaration of trust governing the Contractor. If the Contractor is a corporation, all proper and necessary corporate proceedings, including approval of the Board of Directors, have been had and done to the end that the execution of this Contract by the Contractor has been duly and validly authorized and that the execution and delivery of all instruments, documents, agreements, and further assurances provided for herein has been duly and validly authorized and that this Contract, when executed and delivered to EOHHS will be the valid and binding acts and obligations of the Contractor in accordance with all of the terms and provisions hereof.

The Contractor is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and that the Contractor shall provide access to records to state officials under Executive Order 195 and M.G.L. c. 11, s.12; and the Contractor certifies that the Contractor and any of its principals, subcontractors or affiliates are not currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; M.G.L. c. 29, §29F and M.G.L. c. 152, §25C.

The Contractor shall provide EOHHS with such information regarding the Contractor, the business of the Contractor and the financial condition of the Contractor as EOHHS may reasonably request from time to time.

All individual financial statements, cost reports, charge books, charge and volume reports and other financial and statistical data, which have been or may hereafter be furnished to EOHHS or to its designees, or to any other state official or state agency, do or shall fairly represent the financial condition of the Contractor as of the dates and the results of the operations of the Contractor for the periods for which any of the same are furnished.

The Contractor has read Executive Order 504, that it has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to performance under this Contract, that it will communicate these requirements to and enforce them against their subcontractors, and that it will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information from unauthorized access, destruction, use, modification, disclosure or loss in accordance with the Executive Order.

Section 8.21: Warranty

All warranties and representations now or hereafter made by the Contractor to EOHHS are and shall continue to be true and correct in all respects and complete to the extent necessary to give EOHHS a true and accurate knowledge of the subject matter.

_____ **d/b/a**

(Legal Name)

_____

(Name of Hospital)

Executive Office of
Health & Human Services

By:_____

Name:__Ryan Schwarz _____

Title: Assistant Secretary for MassHealth

Date:_____

Contractor

By:_____

Name:_____

Title:_____

Date:_____

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
MASSHEALTH PROGRAM
PSYCHIATRIC HOSPITAL CONTRACT

APPENDIX A
PSYCHIATRIC HOSPITAL PAYMENT RATES

Appendix A of each Hospital's Contract contains the Hospital's specific Rate Year 2027 Inpatient and Outpatient Service Rates.

Inpatient Per Diem Rate	**Per Inpatient Admission Rates**
$954.59	(A) Weekday Per Inpatient Admission Rates:
	Category 1 Per Inpatient Admission Rate - **$350**
	Category 2 Per Inpatient Admission Rate - **$1,850**
	Category 3 Per Inpatient Admission Rate - **$2,975**
	(B) Weekend Per Inpatient Admission Rates:
	Category 1 Per Inpatient Admission Rate - $**1,000**
	Category 2 Per Inpatient Admission Rate - **$2,500**
	Category 3 Per Inpatient Admission Rate - **$3,625**

Specialty Inpatient Psychiatric Service for Children/Adolescents with Neurodevelopmental Disorders Per Diem Payment pursuant to **Section 4.2.B** of the Psychiatric Hospital Contract (**Attachment A**) applicable instead of the Inpatient Per Diem Rate for qualifying services.

$1,936.21

Specialty Inpatient Psychiatric Service for Eating Disorder Per Diem Payment pursuant to **Section 4.2.C** of the Psychiatric Hospital Contract (**Attachment A**) applicable instead of the Inpatient Per Diem Rate for qualifying services.

$1500.00

AND Rate	**Cost-to-Charge Ratio**
$705.83	64.8%

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
MASSHEALTH PROGRAM
PSYCHIATRIC HOSPITAL CONTRACT

APPENDIX B
HEALTH INFORMATION TECHNOLOGY REQUIREMENTS

Health Information Exchange

I. The Contractor shall establish and implement policies and procedures to:

   A. Enhance interoperability of its health information technology to support the continued evolution of patient clinical data and operational data;

   B. Increase utilization of health information exchange services operated or promoted by the Mass HIway (e.g., Direct Messaging, Statewide Event Notification Service Framework). When future Mass HIway services are developed, operated, or promoted, and the Contractor is notified as further specified by EOHHS, the Contractor shall establish and implement policies and procedures to increase connectivity to such services;

   C. Participate in the Behavioral Health Treatment and Referral Platform (BH TRP) and be able to both create and receive updates from providers using the BH TRP to support Members;

II. The Contractor shall provide documentation of the policies and procedures described in preceding **Section I** within 30 calendar days of an EOHHS request;

III. The Contractor shall ensure that all of its behavioral health providers enable and utilize Query and Retrieve functionality that is natively available in the behavioral health providers' EHRs (e.g., via the Carequality or Commonwell networks) for the purpose of exchanging health information;

IV. The Contractor shall adopt and integrate an interoperable Electronic Health Records (EHR) certified by the Office of the National Coordinator (ONC) using ONC's 2015 certification edition, along with subsequent edits to the 2015 certification edition pursuant to the 21st Century Cures Act;

V. The Contractor shall be able to access or receive event notifications from an EOHHS-Certified ENS Vendor participating in the Statewide ENS Framework; and

VI. The Contractor shall utilize the Behavioral Health Treatment & Referral Platform as the tool to comply with the Expedited Psychiatric Inpatient Admission (EPIA) protocol, as directed by EOHHS upon implementation.

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
MASSHEALTH PROGRAM - PSYCHIATRIC HOSPITAL CONTRACT

APPENDIX C
CLINICAL QUALITY INCENTIVE PROGRAM PAYMENT

I. CLINICAL QUALITY INCENTIVE PROGRAM

The Clinical Quality Incentive ("CQI") Program incentivizes meeting, exceling, or improving upon the quality of care delivered to MassHealth Members by Psychiatric Hospitals in compliance with existing requirements, including: 1) all terms of the Psychiatric Hospital contract; 2) all related MassHealth regulations including, but not limited to, Psychiatric Inpatient Hospital regulations at 130 CMR 425.000 *et seq*.; Psychiatric Hospital Outpatient Services regulations at 130 CMR 434.000 *et seq*., as applicable; and Administrative and Billing regulations at 130 CMR 450.000 *et seq*.; 3) all applicable administrative and provider bulletins, including but not limited to, Discharge Planning to Support Members Experiencing or at Risk of Homelessness, MassHealth, Psychiatric Inpatient Hospital, Bulletin 27 July 2021; and 4) with the items below.

The CQI Program shall evaluate the Contractor's performance for purposes of determining the CQI payments, using the Performance Measures in **Section II.C.** and the performance assessment methodology ("PAM") in **Section II.F.**

II. CLINICAL QUALITY INCENTIVE PROGRAM PAYMENTS

The Contractor may qualify to receive clinical quality incentive performance payments under this Contract as specified below:

A. Overview

1. EOHHS shall use data reported by the Contractor (chart-abstracted data) or calculated by EOHHS (claims-based data). EOHHS shall perform all calculations after the conclusion of the Rate Year.
2. The Contractor's Quality Scores shall be determined by performance based on attainment of threshold or goal benchmarks, and improvement targets.
3. The Contractor's Quality Score shall be a number between zero (0) and (1). This Quality Score represents a ratio or percentage that shall be multiplied by the Maximum CQI Payment available for qualifying Psychiatric Hospitals as described in **Section II.F**; and
4. The CQI Program Performance Measures and Payment Methodology shall be maintained, and modified only in extenuating circumstances, at the discretion of EOHHS. Examples of extenuating circumstances include inaccurate setting of benchmarks, through EOHHS application of rules and safeguards to re-evaluate such benchmarks, and other unforeseen events.

B. Qualification

Subject to legislative authorization, compliance with all applicable federal statutes, regulations, state plan provisions, the availability of funds, and full federal financial participation, in RY2027, EOHHS will make CQI Program payments to qualifying Psychiatric Hospitals. In order to qualify for CQI Program payments during RY2027, the Contractor must meet the following criteria:

1. Be a Contractor;
2. Qualify for a CQI Payment pursuant to **Section II.F** on the select Performance Measures from the Centers for Medicare and Medicaid Services (CMS) Inpatient Psychiatric Facility Quality Reporting (IPFQR) program as described in **Section II.C.**;
3. Submit chart-abstracted data by the established deadline as notified by EOHHS for Performance Measures pursuant to **Section II.C**, including TR-1 and SMD, to establish Performance Scores, in adherence with the data accuracy and completeness standards set forth by the CMS IPFQR program. Failure to timely submit all data and reporting in the formats required by EOHHS (as instructed through supporting guidance documents) may render a qualifying Psychiatric Hospital ineligible for some, or all, of the Actual CQI Payment described in **Section II.F**; and
4. Submit further data, as requested by EOHHS to support EOHHS calculation of claims-based Performance Measures pursuant to **Section II.C,** including FAPH 7, FAPH 30, MedCont, and IPF Readmission.

C. Performance Measures

EOHHS may evaluate the Contractor using data reported by the Contractor (chart-abstracted data) or calculated by EOHHS (claims-extracted data). CQI Payments will be based on a point scoring approach for the following Performance Measures. The maximum number of points that the Contractor may attain for each measure is 10 points. Additional improvement points, however, may also be allocated.

1. Performance Measure 1 ("TR-1"): Transition Record Received by Discharged Patients, based on chart-abstracted data for MassHealth-covered Members;
2. Performance Measure 2 ("SMD"): Screening for Metabolic Disorders ("SMD"); based on chart-abstracted data for MassHealth-covered Members;
3. Performance Measure 3 ("FAPH 7 & 30"):
    a. FAPH 7: Follow-Up After Psychiatric Hospitalization (7 Day) utilizing fee-for-service MMIS paid claims and managed care encounter data routinely submitted to EOHHS by Managed Care Entities.
    b. FAPH 30: Follow-Up After Psychiatric Hospitalization (30 Day), utilizing fee-for-service MMIS paid claims and managed care encounter data routinely submitted to EOHHS by Managed Care Entities.
4. Performance Measure 4: ("MedCont"): Medication Continuation Following Inpatient Psychiatric Discharge utilizing fee-for-service MMIS paid claims and managed care

encounter data routinely submitted to EOHHS by Managed Care Entities; and

5. Performance Measure 5 ("IPF Readmission"): Unplanned Readmission Following Psychiatric Hospitalization in an Inpatient Psychiatric Facility utilizing fee-for-service MMIS paid claims and managed care encounter data routinely submitted to EOHHS by Managed Care Entities.

D. Performance Benchmarks

The Contractor's Performance Achievement is determined by the Contractor's performance on each measure as compared to the following Performance Benchmarks described in **Section II.E.** This results in a Quality Score for each Performance Measure.

Table 1: Benchmarks for RY27 Pay-for-Performance Measures

Measure ID#	Attainment Threshold	Goal Benchmark	Improvement Benchmark (per year over Performance Baseline)
TR-1	**57%**	**89%**	**2.5% points**
SMD	**65%**	**94%**	**2.5% points**
FAPH	**7-day: 25%** **30-day: 40%**	**7-day: 35%** **30-day: 50%**	**7-day: 2% points** **30-day: 2% points**
MedCont	**50%**	**60%**	**2% points**
IPF Readmission	**35%**	**25%**	**2% points**

E. Performance Assessment Methodology

1. The Contractor performance will be assessed in accordance with the following Performance Assessment Methodology ("PAM") with points awarded for certain Performance Achievement attainment and improvement when compared to the Performance Benchmarks described in Section II.D. Improvement points may be earned whether the Contractor reaches the attainment threshold or exceeds the goal benchmark.

   a. Attainment Targets:

      i. Attainment Threshold: The Attainment Threshold represents the minimum level of Performance Achievement that must be attained on each individual Performance Measure to earn points (between 1-9 on points for each Performance Measure, based on the proportion of points achieved between the Attainment Threshold and Goal Benchmark).

      ii. Goal Benchmark: The goal benchmark represents a high level of performance attained on each individual Performance Measure to earn points (10 points for each Performance Measure).

   b. Improvement Target: The improvement target represents Performance Achievement demonstrating improvement relative to the Improvement Threshold. (5 points for each Performance Measure).

2. If the Contractor's Performance Achievement is less than the Attainment Threshold, the Contractor will receive zero (0) points, but the Contractor may still be eligible for the Improvement Target points.
3. EOHHS shall determine the Quality Score by summing the number of points associated with the Attainment and Improvement Targets (attainment + improvement points), divided by the maximum number of Attainment points that the Contractor could have earned (50). The resulting Quality Score represents a ratio value between 0-1.00 (inclusive of 0 and 1). In cases where the Quality Score is calculated and yields a score greater than 1, the Quality Score value is capped at 1.

F. Payment Methodology

Using RY2027 performance data, the Contractor's CQI Payment for participation in the CQI Program will be determined as a proportional share of $3,875,000, calculated by applying the Quality Score to a Contractor's Maximum CQI Payment as follows:

1. The Contractor's Maximum CQI Payment will be determined by dividing the number of inpatient beds occupied each day during the rate year by a MassHealth Member at that respective Psychiatric Hospital by the cumulative number of inpatient beds occupied each day during the rate year by MassHealth Members across all Psychiatric Hospitals. The resulting number will then be multiplied by $3,875,000 resulting in the Contractors' Maximum CQI Payment amount; and
2. Each Contractor's Maximum CQI Payment will then be multiplied by the Contractor's overall Quality Score (0-1) to determine the Contractor's Actual CQI Payment.

(Maximum CQI Payment Amount) x (Quality Score) = Actual CQI Payment

G. RY27 Clinical Quality Incentive Program Payment Schedule

All payments issued under this Section are subject to recoupment. EOHHS shall pay the CQI Program payments to qualifying Psychiatric Hospitals using data described in **Section II.C** and **II.D**, and as follows:

1. Actual CQI Payment: Once the overall Quality Scores are calculated based on performance across all clinical quality measures, the Contractor will receive a one-time payment of the total earned incentive amount based on the overall Quality Score multiplied by the Maximum CQI Payment amount to determine the Actual CQI payment. In the rare event that Quality Scores must be recalculated, resulting in a corrected Actual CQI payment amount, payments made prior to the corrected may be reconciled or are subject to recoupment by EOHHS.

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EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
MASSHEALTH PROGRAM PSYCHIATRIC HOSPITAL CONTRACT

APPENDIX D
PSYCHIATRIC INPATIENT HOSPITAL ADVERSE INCIDENT REPORTING

EOHHS requires all behavioral health providers to report all Adverse Incidents involving a MassHealth Member. Adverse Incidents must be reported to MassHealth within 24 hours of discovery of the incident, or, if the incident occurs on a holiday or weekend, on the next business day.

Behavioral Health reportable Adverse Incidents include, but are not limited to, the following:

- Any death (include cause of death if known)
- Any absence without authorization (AWA)
- Any serious injury resulting in hospitalization
- Any sexual assault or alleged sexual assault
- Any sexual activity in a 24-hour level of care facility
- Any violation or alleged violation of the Department of Mental Health physical restraint and/or seclusion regulations
- Any physical assault or alleged physical assault on or by a covered individual, or by staff
- Any contraband found prohibited by provider policy
- Any injury or illness requiring transportation to an acute care hospital for treatment while in a 24-hour program
- Any unscheduled event that results in the evacuation of a program or facility

Methods:

Whenever an Adverse Incident occurs, the provider completes the following Adverse Incident Report and submits it to MassHealth Office of Accountable Care and Behavioral Health via secure email at OBH.mailbox@mass.gov.

Please type information, print, and send via secure email

Adverse Incident Report for ALL LOC

INCLUDING: FFS Provider Type 73 and 74

Member name: _____ **MassHealth ID**: _____

Health Plans: MBHP, Tufts, HNE, Fallon, BMCHP, AHP, FFS, OTHER **CP:** _____

Gender: ☐ Male ☐ Female ☐ Transgender **DOB:** _____ **Age**: _____

Date and time of incident: mm/dd/yyyy _____

Date and time of discovery: mm/dd/yyyy _____

Plan Incident Code for member _____

Facility: _____ City: _____ **Provider number**: _____

☐ **24-hour facility** **Non 24-hour facility**

Level of care: _____ **Diagnosis:** _____

Type of incident: _____

State agency involvement: ☐ DMH ☐ DCF ☐ DYS ☐ DPPC ☐ DDS ☐ other

Restraints used? ☐ None ☐ Mechanical ☐ Chemical ☐ Physical ☐ Multiple ☐ Seclusion: _____

Describe incident. If AWA, please include search, notification, and commitment status:

_____

_____

_____

_____

_____

_____

_____

Describe immediate response to the incident:

_____

_____

_____

_____

Please check if recommended:
Internal investigation ☐ Policy and procedure review ☐ Staff training Disciplinary action to staff

Please check if additional information is attached.

Person reporting (and title): _____ **Telephone #:** _____

Signature: _____ **Date:** _____

Date Revised: 08/10/2020

COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICE

MASSHEALTH PROGRAM PSYCHIATRIC HOSPITAL CONTRAL

APPENDIX E
DEPARTMENT OF MENTAL HEALTH INPATIENT PSYCHIATRIC TREATMENT CLINICAL COMPETENCIES/ OPERATIONAL STANDARDS

Department of Mental Health (DMH)

Inpatient Licensing Division

Clinical Competencies/ Operational Standards Related to Co-occurring Substance Use Disorders (SUD)

The Department of Public Health Bureau of Substance Addiction Services (BSAS) licenses inpatient psychiatric facilities that also provide a separate, identifiable inpatient SUD treatment program. Such units and facilities are required to be dually licensed by DMH and BSAS.

A DMH licensed facility that provides SUD treatment or services, such as medication for addiction treatment (MAT) and/or medication for the treatment of opioid use disorders (MOUD), incidental to the evaluation, diagnostic and treatment services for which it is licensed under 104 CMR 27.00, and that does not offer a separate, identifiable inpatient substance use disorder treatment unit or program, or represent themselves to the public as providing substance use disorder treatment or services as a primary or specialty service, must comply with DMH licensing requirements at 104 CMR 27.03(13) but is not subject to BSAS licensure requirements.

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
MASSHEALTH PROGRAM –
PSYCHIATRIC HOSPITAL CONTRACT

APPENDIX F
DISCHARGE PLANNING PROCEDURES FOR MEMBERS EXPERIENCING OR AT RISK OF HOMELESSNESS

MassHealth regulations at 130 CMR 425.418 describe discharge planning requirements for Members expected to require post-hospital care and services. Building on those regulations, the required discharge planning procedures that follow are designed to enable the Contractor to identify these Members in a timely fashion after admission and ensure that such Members have access to the post-hospital care or services that they need, including an appropriate housing setting. To the extent that any applicable federal or state privacy law or regulation requires Member consent as a prerequisite to any activity described in this **Appendix F**, the Contractor must seek such consent.

Definitions

A Member Experiencing Homelessness is any Member who lacks a fixed, regular, and adequate nighttime residence and who:

- has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings including a car, park, abandoned building, bus or train station, airport, or camping group; or
- is living in a supervised publicly or privately operated emergency shelter designated to provide temporary living arrangements, including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals.

A Member at Risk of Homelessness is any Member who does not have sufficient resources or support networks (e.g., family, friends, faith-based or other social networks) immediately available to prevent them from moving to an emergency shelter or another place not meant for human habitation.

I. Discharge Planning Activities at the Time of Admission

A. At the time of admission, and as part of its general discharge planning processes, each Contractor must assess each admitted Member's current housing situation. At a minimum, the Contractor must assess whether such Member is experiencing or at risk of homelessness. To aid in this assessment, the Contractor must also ensure that their discharge planning staff screen admission data, including but not limited to age, diagnosis, and housing status, within 24 hours of admission. For any Member determined by the Contractor to be experiencing or at risk of homelessness, the Contractor must commence discharge-planning activities within three days of the Member's admission.

B. To assist in the discharge planning process for each Member experiencing homelessness or at risk of homelessness, the Contractor must, to the extent consistent with all applicable federal and state privacy laws and regulations, invite and encourage the following persons to participate in or otherwise contribute to such Member's discharge planning activities: the Member; the Member's family members, guardians, primary care providers, behavioral health providers, key specialists, , case managers or other representatives, emergency shelter outreach or case management staff, or care coordinators; and any other supports identified by the Member. For any such Member who is a client of the Department of Mental Health (DMH), the Department of Developmental Services (DDS), the Department of Children and Families (DCF), the Department of Youth Services (DYS), or the MassAbility (MBY), the Contractor must, to the extent consistent with all applicable federal and state privacy laws and regulations, invite and encourage designated staff from each such agency to participate in such Member's discharge planning activities. Contractors are encouraged to contact the designated DMH Liaison for the Contractor to aid in this collaboration.

C. For any Member experiencing or at risk of homelessness enrolled with a MassHealth Managed Care Entity (MCE), the Contractor must contact the Member's MCE to work together to identify resources to assist the Member's housing situation. Each MCE has designated a single point of contact for these discharges that is reachable via phone/email between 8AM and 6PM each day of the week, including weekends.

D. The Contractor must determine whether any non-DMH, non-DDS, or non-MBY-involved Member experiencing or at risk of homelessness may be eligible to receive services from some or all of those agencies. For any such Member, the Contractor must, within two business days of admission, and to the extent consistent with all applicable federal and state privacy laws and regulations, offer to assist the Member with completing and submitting an application to receive services from DMH, DDS, or MBY, as appropriate.

E. The Contractor must determine whether any Member experiencing or at risk of homelessness has any substance use disorder. For any such Member, the Contractor must contact the DPH-sponsored Helpline (800) 327-5050, the statewide, public resource for finding substance use treatment, recovery options, and assistance with problem gambling. The Contractor must support the Member's interaction with the Helpline's trained specialists to help the Member understand the available treatment services and their options.

F. For any Member experiencing homelessness who is expected to remain in the hospital for fewer than 14 days, the Contractor must contact:

   a. The emergency shelter in which the Member most recently resided, if known, to discuss the Member's housing options post discharge; or

   b. If the Member has not resided in an emergency shelter, or if the emergency shelter in which the Member most recently resided is unknown, the local

emergency shelter to discuss the Member's housing options post discharge.

c. The names and contact information for emergency shelters is available via https://hedfuel.azurewebsites.net/iShelters.aspx.

II. Assessing Discharge Options

A. The Contractor must make all reasonable efforts to prevent discharges to emergency shelters of Members who have skilled care needs, Members who need assistance with activities of daily living, or Members whose behavioral health condition would impact the health and safety of individuals residing in the shelter. For such Members, the Contractor should seek placement in more appropriate settings, such as DMH community-based programs or skilled nursing facilities. EOHHS has established a website to assist provider hospital discharge staff when helping patients with skilled nursing or other long term care needs. That Website is located here: https://www.mass.gov/info-details/helping-patients-with-skilled-nursing-or-other-long-term-care-needs and includes information about EOHHS's new Long Term Care Discharge Support Line.

B. For certain Members, discharge to an emergency shelter or the streets may be unavoidable. For example, certain Members may choose to return to the streets or go to an emergency shelter despite the best efforts of the Contractor. For these Members, the Contractor shall:

a. Discharge the Member only during daytime hours;

b. Provide at least 24 hours advance notice to the shelter prior to discharge;

c. Ensure that the shelter has an available bed for the Member. In the event that a shelter bed is unavailable on the planned discharge date, but a bed will be available soon, the Contractor should delay discharge until a bed is available. In these cases, the Contractor should bill MassHealth at the AND Rate for each such day on which the member remains in the Contractor, in accordance with the Psychiatric Hospital Request for Applications and Contract (RFA);

d. Provide the Member with a meal prior to discharge;

e. Ensure that the Member is wearing weather appropriate clothing and footwear;

f. Provide the Member a copy of their health insurance information;

g. To the extent clinically appropriate and consistent with all applicable laws and regulations, provide the Member with a written copy of all prescriptions and at least one week's worth of filled prescription medications; and

h. Note that members experiencing homelessness who are being discharged from hospitals fit as an emergency situation that allows for a written prescription in DPH Drug Control Program (DCP) Circular 19-12-108

i. Provide the Member with access to paid transportation to the emergency shelter.

C. The Contractor must ensure that their discharge planning staff are aware of and utilize available community resources to assist with discharge planning for Members experiencing homelessness or at risk of homelessness including information available at https://www.mass.gov/info-details/helping-patients-who-are-homeless-or-housing-unstable. Specifically, the Contractor is expected to complete the training series on discharge planning with patients experiencing homelessness or housing instability at https://www.mass.gov/info-details/introduction-for-the-course. In addition, the Contractor must provide regular training to discharge planning staff on other available resources and/or up-to-date resource guides.

D. The Contractor's discharge staff are encouraged to review EOHHS Guidance and Information for Discharge Planners and complete the Training for Discharge Planning staff available at https://www.mass.gov/resource/helping-patients-who-are-homeless-or-housing-unstable .

III. Tracking and Reporting Discharge Planning Activities

A. The Contractor must document in each Member's medical record all efforts related to the discharge planning activities described above, including options presented to the Member and, if applicable, the Member's refusal of any alternatives to discharge to the streets or emergency shelters.

B. The Contractor must track discharges of Members to local emergency shelters or the streets in a form, format, and cadence to be specified by MassHealth.

C. All reports required by 104 CMR 27.09(1)(b) shall be submitted to MassHealth.

COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

MASSHEALTH PROGRAM

PSYCHIATRIC HOSPITAL CONTRACT

APPENDIX G
SPECIALTY INPATIENT PSYCHIATRIC SERVICE FOR CHILDREN/ADOLESCENTS WITH NEURODEVELOPMENTAL DISORDERS - CLINICAL COMPETENCIES/OPERATIONAL STANDARDS

I. Eligibility

A. A Hospital is eligible to provide a Specialty Inpatient Psychiatric Services for Children/Adolescents with Neurodevelopmental Disorders if the Hospital:

i. Agrees to:

1. Admit and provide treatment for Members under 21 with severe behavioral manifestations of Autism Spectrum Disorders (ASD)/Intellectual Disabilities (ID) and co-occurring mental health conditions;

2. Maintain staffing levels and programming components appropriate to ensure the safety of Members and capacity to provide the appropriate treatment intensity to meet the clinical needs of Members receiving Specialty Inpatient Psychiatric Services for Children/Adolescents with Neurodevelopmental Disorders;

3. Meet all requirements described in **Appendix G**, including components of service;

4. Maintain a safety management technique recommended for Members receiving Specialty Inpatient Psychiatric Services for Children/Adolescents with Neurodevelopmental Disorders;

5. Maintain written treatment protocols for all required service components as described in **Appendix G**, and to make such treatment protocols available to EOHHS by request;

ii. Is a Contractor with DMH-Licensed Beds; and

iii. Complies with all other requirements of this Contract.

II. Specialty Inpatient Psychiatric Service for Children/Adolescents with Neurodevelopmental Disorders Staffing Composition and Qualifications

A. The Hospital shall staff the Specialty Inpatient Psychiatric Service for Children/Adolescents with Neurodevelopmental Disorders with at least one attending psychiatrist with relevant training, experience, and demonstrated expertise in treating children/adolescents with Neurodevelopmental Disorders and co-occurring mental

health conditions. Any psychiatrists supporting Specialty Program services shall maintain current expertise and relevant certification through ongoing training.

B. The Hospital shall ensure the Specialty Inpatient Psychiatric Service for Children/Adolescents with Neurodevelopmental Disorders is appropriately supported by multi-disciplinary staff with established skills, training and/or expertise in the treatment of Members with Neurodevelopmental Disorders and mental health conditions. This team must include sufficient staff members to support the following treatment modalities:

i. Child psychiatry;

ii. Behavioral psychology;

iii. Applied behavioral analysis by Board-certified behavioral analyst;

iv. Speech/language therapy including expertise in using AAC devices;

v. Occupational therapy;

vi. Social work;

vii. Nursing;

viii. Direct care by Milieu counselors/Behavior technicians;

ix. Coordination by school liaison; and

x. Discharge planning coordination.

C. The Hospital shall ensure all multi-disciplinary staff members supporting the Specialty Inpatient Psychiatric Service for Children/Adolescents with Neurodevelopmental Disorders receive mandatory trainings related to the clinical needs of this specialty population to ensure clinical competency among the treatment team. Trainings must at least include the assessment and treatment of children/adolescents with:

i. ASD/ID;

ii. Common comorbid genetic syndromes;

iii. Common comorbid neurological disorders;

iv. Learning disorders;

v. Motor skills disorders;

vi. Communication disorders; and

vii. Common comorbid conditions and concerns (e.g., obesity, Post-Traumatic Stress Disorder, etc.).

III. Components of Specialty Inpatient Psychiatric Service for Children/Adolescents with Neurodevelopmental Disorders

A. Consultation and Screening: The Hospital shall ensure medical consultation with

appropriate clinicians with relevant expertise are provided to assist in assessing the medical conditions and needs of Members with Neurodevelopmental disorders and co-occurring mental health conditions disorders. The Hospital shall regularly screen for Neurodevelopmental disorders and co-occurring mental health conditions disorders, as appropriate.

B. Assessment: The Hospital shall provide assessments to Members receiving Specialty Inpatient Psychiatric Service for Children/Adolescents with Neurodevelopmental Disorders. Assessments must be provided at time of admission and updated as clinically indicated include:

i. History of placements outside the home and residential placements for special education for children and adolescents in the care and/or custody of the Commonwealth;

ii. Educational records inclusive of progress reports within the last three years;

iii. Behavioral intervention data;

iv. Individualized Education Programs (IEPs), when applicable;

v. Individual Care Plans (ICPs) for Intensive Care Coordination (ICC)-enrolled youth, when applicable;

vi. Consideration of the impact and special needs related to the Member's Neurodevelopmental Disorder;

vii. Neurological evaluation(s);

viii. Other medical evaluations, as clinically appropriate;

ix. Neuropsychological evaluation(s); and

x. Other consultation reports (i.e., occupational therapy, physical therapy, etc.), as clinically appropriate.

C. Treatment and Treatment Planning: The Hospital shall develop a treatment plan for all Members admitted to the Specialty Inpatient Psychiatric Service for Children/Adolescents with Neurodevelopmental Disorders, in accordance with 130 CMR 425.416. Treatment plans must include specific goals and interventions to meet the Member's needs related to their Neurodevelopmental Disorders. The Hospital shall provide the following required service components by staff who are skilled in treating Members with Neurodevelopmental Disorders:

i. Functional behavioral assessment and functional behavioral treatment planning;

ii. Adaptive functioning assessment and treatment planning;

iii. Sensory issue assessment and treatment planning;

iv. Functional communication assessment and treatment planning;

v. Social communication assessment and treatment planning;

vi. Neurological assessment and treatment planning; and

vii. Family support, training, and education.

D. Referrals: The Hospital shall provide or refer the Member to the following services, as clinically indicated, within two days of admission:

i. Neurological consultation;

ii. Assistive technology/Augmentative and alternative communication (AAC) assessment;

iii. Physical therapy consultation;

iv. Gastroenterology consultation;

v. Endocrinology consultation;

vi. Nutritional consultation;

vii. Genetic assessment; and

viii. Neuropsychological and/or neurodevelopmental testing.

E. Discharge Planning: The Hospital shall ensure that all discharge planning activities address the Members' needs related to their Neurodevelopmental Disorder and co-occurring psychiatric conditions. Discharge planning shall include:

i. Referrals to aftercare services that offer appropriate services to this population and their parents/guardians, including providing parents/guardians with information about, and make appropriate connections to, community-based support for families of individuals with Neurodevelopmental disorders.

ii. Care coordination with state agencies, special education directors and other state agencies, as needed, including facilitation of collaboration between parent/guardian(s), local educational authorities, and involved state agencies including, to coordinate treatment, bolster community-based supports, and facilitate successful discharge planning; and

iii. Provision of Member home visits, as appropriate, with the treatment team available as a resource to families during home visits.

F. Collateral Engagement: Hospitals shall ensure assessments, treatment planning and discharge planning components of services include parent/guardian(s), as much as clinically appropriate. Including:

i. Encouraging family participation in treatment as much as possible, preferably in person, including during visits to the unit to see the Member;

ii. Staffing appropriately to provide behavior training during weekends; and

iii. Encouraging weekly family meetings with parents/guardians or other family members.

COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

MASSHEALTH PROGRAM

PSYCHIATRIC HOSPITAL CONTRACT

APPENDIX H
SPECIALTY INPATIENT PSYCHIATRIC SERVICES FOR EATING DISORDERS / CLINICAL COMPETENCIES / OPERATIONAL STANDARDS

I. Eligibility

A. A Hospital is eligible to provide Specialty Inpatient Psychiatric Services for Eating Disorders if the Hospital:

i. Agrees to:

a. Admit and provide treatment for Members with an eating disorder diagnosis and requiring acute psychiatric and medical stabilization;

b. Maintain staffing levels and programming components to provide the appropriate treatment intensity and meet the clinical needs of Members receiving Specialty Inpatient Psychiatric Services for Eating Disorders;

c. Meet all requirements described in **Appendix H**, including components of service; and

d. Maintain written treatment protocols for all required service components as described in **Appendix H**, and to make such treatment protocols available to EOHHS by request.

ii. Is a hospital with DMH-Licensed Beds.

iii. Complies with all other requirements of this Contract.

II. Specialty Inpatient Psychiatric Services for Eating Disorders Programs Staffing Composition and Requirements

i. The Hospital shall staff the Specialty Inpatient Psychiatric Services for Eating Disorders programming with at least one attending psychiatrist with relevant training, experience, and demonstrated expertise in treating individuals with severe Eating Disorders and co-occurring behavioral health conditions, and maintains current expertise and relevant certification through ongoing training.

ii. The Hospital shall ensure the Specialty Services for Eating Disorders Program is appropriately supported by a multi-disciplinary staff with established skills, training, and/or expertise in the integrated treatment of eating disorders, and include adequate psychiatric, medical, nursing, social work, credentialed nutritionist and counseling staff, and clinical assistant/nurses' aide staff to ensure that all required components of service are met.

iii. The Hospital shall ensure all multi-disciplinary staff members supporting the Specialty Inpatient Psychiatric Services for Eating Disorders receive mandatory training related to the clinical needs of this specialty population are available to ensure clinical competency among the treatment team. Trainings must at least include the following:

a. The assessment and treatment of eating disorders and co-occurring behavioral health conditions;

b. Phases of the recovery process (acute stabilization, engagement, active treatment to maintain stabilization, and wellness and recovery);

c. Medical complications of eating disorders;

d. Integrated treatment approaches including integration with primary care; and

e. Family systems issues related to the treatment of eating disorders.

III. Components of Specialty Inpatient Psychiatric Services for Eating Disorders

A. Consultation: The Hospital shall ensure Members are able to obtain appropriate laboratory tests and cardiac monitoring, as clinically indicated, and physicians shall be available for consultation relative to medical complications, if any.

B. Assessment: At the time of admission, the Hospital shall provide assessments to Members receiving Specialty Inpatient Psychiatric Services for Eating Disorders as follows:

i. A nursing assessment; and

ii. An assessment of the Member's eating disorder, co-occurring behavioral health disorders, and potential medical complications.

C. Treatment and Treatment Planning: The Hospital shall develop a treatment plan in accordance with 130 CMR 425.416 and engage in ongoing treatment for all Members receiving Specialty Inpatient Psychiatric Services for Eating Disorders as follows:

i. Treatment plans shall include specific goals and interventions specific to the Member's eating disorder, co-occurring behavioral health disorders, and potential medical complications.

ii. Treatment shall include a comprehensive, structured treatment program, which, at a minimum, includes three hours or more per day of psycho-educational groups on the psychological and medical effects of eating disorders, related mental health issues, and the complications associated with dual recovery. The Hospital shall assign each Member a primary clinician and/or treatment team that develops a treatment and a rehabilitation and recovery program and coordinates ongoing treatment interventions for their eating disorder(s). The hospital shall ensure the following required service components are provided by staff who are skilled in treating Members with Eating Disorders:

1. Medical monitoring and management, provided under the supervision of physicians, of medical sequelae of severe eating disorders, including, but not limited to, cardiovascular complications (ex. bradycardia, arrythmias, orthostatic hypotension), electrolyte imbalance (ex. refeeding syndrome), gastrointestinal complications (ex. constipation), hormonal/endocrine imbalance (ex. menstrual irregularities, osteopenia/porosis);
2. Medical interventions to support recovery, including, but not limited to, administration of feeding tubes;
3. Nutrition monitoring, education, counseling, and management overseen by a credentialed nutritionist;
4. Behavioral monitoring to prevent disordered eating behavior;
5. Evidence-based individual, group, milieu, and family psychotherapy treatment protocols specific for Members with diagnosed eating disorders; and
6. Peer support and/or other recovery-oriented services.

D. Referrals: If clinically indicated, the Hospital shall provide, or refer, the Member to the following:

i. Dermatology consultation;
ii. Dental consultation;
iii. Endocrinology consultation;
iv. Gastroenterology consultation;
v. Neurology consultation; and
vi. Physical therapy consultation.

E. Discharge Planning: The Hospital shall ensure that all discharge planning activities address the Member's needs related to their eating disorder diagnoses, including:

i. Referrals to aftercare services that offer appropriate services address eating disorder recovery and make appropriate connections to community-based support for families of individuals with eating disorders.
ii. Involvement of the Member's primary care provider (PCP) in discharge planning and providing a copy of the discharge summary (or other such document(s) that contain the required elements) to the Member's PCP within required timeframes.
iii. Care Coordination with parent/guardian(s), local educational authority, involved state agencies, and others to coordinate treatment, bolster community-based supports, and facilitate successful discharge planning, as clinically appropriate.

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
MASSHEALTH PROGRAM
PSYCHIATRIC HOSPITAL CONTRACT

APPENDIX I
INPATIENT PSYCHIATRIC SUPPLEMENTAL PAYMENTS

A. Eligibility. To be eligible for an Inpatient Psychiatric Supplemental Payment under this **Appendix I**, a Hospital must:

a. Operate at least one Inpatient Site providing Inpatient Services;

b. Maintain a DMH license as of October 1, 2026; and

c. Comply with all other requirements of this Contract.

B. For the purposes of this **Appendix I**, the following definitions apply:

a. "Claims Period" shall mean the period of twelve (12) months between July 1, 2025 and June 30, 2026.

b. "Aggregate Psychiatric Admissions" shall mean paid claims for all MassHealth Members submitted for the Claims Period as of January 1, 2027, across the eligible Hospitals for inpatient psychiatric admissions, including applicable subsets of such claims, as designated in the Payment Methodology. "Hospital-Specific Psychiatric Admissions" shall mean the Hospital's total number of paid claims for all MassHealth Member for the Claims Period as of January 1, 2027, for inpatient psychiatric admissions, including applicable subsets of such claims, as designated in the Payments Methodology.

C. **Payments Methodology.** Inpatient Psychiatric Supplemental Payments under this Appendix I will equal a total aggregate amount of $33 million, apportioned to eligible Hospitals. The supplemental payment for each eligible Hospital will be determined based on the Claims Period. Each eligible Hospital will receive one supplemental payment amount reflecting three component calculations, as follows:

i. <u>Percentage of Inpatient Psychiatric Admissions by Hospital.</u> $15 million will be distributed proportionally to eligible Hospital relative the Hospital's percentage of inpatient psychiatric admissions as follows:

(Hospital-Specific Psychiatric Admissions / Aggregate Psychiatric Admissions) X $15,000,000

ii. <u>Percentage of Claims with Certain Secondary Diagnoses.</u> $15 million will be distributed proportionally to each eligible hospital relative to the Hospital's percentage of inpatient psychiatric admissions with at least one secondary diagnosis on the claim related to one or more of the

following: Renal, Endocrinology, Circulatory, Substance Use Disorder, and/or Gastroenterology as follows:

(Hospital-Specific Psychiatric Admissions with applicable secondary diagnosis / Aggregate Psychiatric Admissions with applicable secondary diagnoses)	X	$ 15,000,000

iii. Percentage of Members Admitted following the EPIA Protocol. $3 million will be distributed proportionally to each eligible hospital relative to the Hospital's percentage of inpatient psychiatric admissions of Members following the EPIA protocol as follows:

(Hospital-Specific Psychiatric Admission following EPIA protocols / Aggregate Claims following EPIA protocols)	X	$ 3,000,000

D. EOHHS will combine the Hospital's resulting payment amounts from each component as outlined in **Section 1. C.** to calculate the total supplemental payment amount for each eligible Hospital.

COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

MASSHEALTH PROGRAM

PSYCHIATRIC HOSPITAL RFA

ATTACHMENT B
APPLICATION FOR PARTICIPATION

INSTRUCTIONS

Fully complete and sign this application (if applying for multiple hospitals, one copy for each hospital) and submit it, along with all other required documentation, in accordance with **Sections 3 through 7** of the RFA.

SECTION 1: GENERAL INFORMATION

1. **Name of Licensee**: Click or tap here to enter text.
2. **Address of Licensee**: Click or tap here to enter text.

   Click or tap here to enter text.

   Click or tap here to enter text.
3. **Name of Hospital**: Click or tap here to enter text.
4. **Address of Hospital**: Click or tap here to enter text.
5. **Contact person regarding Hospital**:

   Name: Click or tap here to enter text.

   Title: Click or tap here to enter text.

   Address: Click or tap here to enter text.

   Click or tap here to enter text.

   Click or tap here to enter text.

   Telephone: Click or tap here to enter text.

   Email: Click or tap here to enter text.

Person authorized to execute Contract:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Email: Click or tap here to enter text.

6. **Person authorized to represent the Hospital on Quality Improvement Plans**

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Email: Click or tap here to enter text.

7. **Provider Numbers**:

National Provider Identifier (NPI) Number(s): Click or tap here to enter text.

Taxonomy Number(s): Click or tap here to enter text.

Inpatient: MassHealth: Click or tap here to enter text.

Medicare: Click or tap here to enter text.

Outpatient: MassHealth: Click or tap here to enter text.

Medicare: Click or tap here to enter text.

SECTION 2: ADMINISTRATIVE AND CLINICAL QUALIFICATIONS

1. Is the applicant hospital located in Massachusetts?

   YES ☐ NO ☐

2. Is the applicant hospital Medicare-certified?

   YES ☐ NO ☐

3. Is the applicant hospital licensed by the Massachusetts Department of Mental Health (DMH) in accordance with M.G.L. c. 19, §19 and 104 CMR 27.

   YES ☐ NO ☐

   If so, please indicate the total number of DMH-licensed beds **by classification, and the grand total** (or any combination thereof) of the hospital's licensed beds.

Classification of Licensed Beds:		**Number of Licensed Beds, all campuses:**
Class II	License to provide diagnosis and treatment of adults on voluntary admission status under M.G.L. c. 123, § 10.	Click or tap here to enter text.
Class III	License to provide diagnosis and treatment of adults on conditional voluntary admission status under M.G.L. c. 123, §§ 10 and 11, and on involuntarily committed status under M.G.L. c. 123, §§ 7 and 8 and to use restraint and seclusion.	Click or tap here to enter text.
Class IV	License to provide diagnosis and treatment of adults on involuntary committed status under M.G.L. c. 123, § 12.and to use restraint and seclusion.	Click or tap here to enter text.
Class V	License to provide evaluation, diagnosis, and treatment of patients committed by order of a criminal court to determine competency to stand trial or criminal responsibility or for treatment under M.G.L. c. 123, § § 15, 16, 17 and 18, and to use restraint and seclusion.	Click or tap here to enter text.
Class VI	License to provide diagnosis and treatment of minors on voluntary or conditional voluntary admission status under M.G.L. c. 123, §§ 10 and 11, and on involuntarily committed status under M.G.L. c. 123, §§ 7, 8 and 12 and to use restraint and seclusion.	Click or tap here to enter text.

Classification of Licensed Beds:		Number of Licensed Beds, all campuses:
Limited Class VI	License to provide diagnosis and treatment of minors aged 16 and 17 on adult units on voluntary or conditional voluntary admission status under M.G.L. c. 123, §§ 10 and 11, and on involuntary committed status under M.G.L. c. 123, §§ 7,8 and 12 and to use restraint and seclusion.	Click or tap here to enter text.
Class VIII	License to administer electroconvulsive treatment.	Click or tap here to enter text.
	TOTAL:	Click or tap here to enter text.

SECTION 3: INPATIENT SITE INFORMATION

The Hospital **must** provide the following information for its Inpatient Site. If needed, attach additional sheets.

1. **Name of Inpatient Site**: Click or tap here to enter text.
2. **Address of Inpatient Site**: Click or tap here to enter text.

   Click or tap here to enter text.

   Click or tap here to enter text.
3. **Provider Number**: Click or tap here to enter text. **NPI**: Click or tap here to enter text.
4. **Number of licensed beds at the above Inpatient Site location**: Click or tap here to enter text.
5. **Using the table below, please indicate whether or not the Inpatient Site has discrete clinical programs to serve the designated populations. Check all that apply**.

Clinical Program/Population	Children	Adolescents	Adults	65+
Developmental Disability (DD)	☐	☐	☐	☐
Co-Occurring Disorders – (Mental Health and Substance Use)	☐	☐	☐	☐
Deaf	☐	☐	☐	☐
Eating Disorders	☐	☐	☐	☐
Other: ***please describe***	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
Total Beds:	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

SECTION 4: OUTPATIENT SITE INFORMATION

The Hospital **must** provide the following information for an Outpatient Site if it desires to provide Outpatient Services pursuant to the RFA. If needed, attach additional sheets.

Name of Outpatient Site: Click or tap here to enter text.

1. **Address of Outpatient Site**: Click or tap here to enter text.

   Click or tap here to enter text.

2. **Has the applicant Hospital been accredited by The Joint Commission**?

   YES ☐ NO ☐

3. **Description of services provided at the Outpatient Site. Please check all that apply**:

Service Description	
Psychiatric Day Treatment Program	☐
Electroconvulsive Therapy (ECT)	☐
Diagnostic Services	☐
Individual Therapy	☐
Family Therapy	☐
Case Consultation	☐
Family Consultation	☐
Group Therapy	☐
Psychotherapy for Crisis	☐
Psychological Testing	☐
Evaluation and management service	☐

SECTION 5: ADDITIONAL REQUIRED DOCUMENTATION AND INFORMATION

1. Is the licensee of the applicant Hospital the operator of the Hospital facility?

YES ☐ **NO** ☐

If not, the following information must be provided:

Name of Operator: Click or tap here to enter text.

Address of Operator: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Telephone Number: Click or tap here to enter text.

Email: Click or tap here to enter text.

2. Is the licensee of the applicant Hospital the owner of the real estate that comprises the Hospital Facility?

YES ☐ **NO** ☐

If not, the following information must be provided:

Name of Landlord: Click or tap here to enter text.

Address of Landlord: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Telephone Number: Click or tap here to enter text.

3. If the licensee of the applicant Hospital is a not-for-profit corporation, it must provide:

   A current original "Short Form Certificate of Legal Existence," which Massachusetts corporations may obtain from:

   Office of the Secretary of State
   Corporate Division
   One Ashburton Place – 17th Floor
   Boston, MA 02108

   NOTE: Foreign (non-Massachusetts) not-for-profit corporations must submit equivalent documentation from the Secretary of State where incorporated, and a copy of the corporation's Massachusetts Foreign Corporation Certificate.

   If the licensee of the applicant Hospital is a for-profit corporation, it must provide:

   A current original "Short Form Certificate of Legal Existence with Officers," which Massachusetts corporations may obtain from the Secretary of State's Office at the address listed above.

   NOTE: Foreign (non-Massachusetts) for-profit corporations must submit equivalent documentation from the Secretary of State where incorporated, and a copy of the corporation's Massachusetts Foreign Corporation Certificate.

4. A copy of the applicant Hospital's current license that was issued by the Department of Mental Health must be attached.

5. A copy of the applicant Hospital's most recent Joint Commission accreditation status report, including the associated decision grid and any accreditation follow-up letter(s) must be attached. The submission must include any letter removing Type I errors, if applicable.

6. A copy of the applicant Hospital's Quality Improvement Plan, as described in **Appendix B** of **Attachment A**.

SECTION 6: APPLICANT CERTIFICATION

All information required by the most recent MassHealth provider application(s) of the applicant Hospital(s), as well as all required supporting documentation pursuant to **Sections 4 and 5**, shall be current, correct, complete, and accurate. The applicant Hospital(s) will inform EOHHS of any changes to the information contained in the MassHealth provider application(s), as well as all required supporting documentation.

I, Click or tap here to enter text., hereby certify that the information submitted in response to the Psychiatric Hospital Request for Application, including this Application for Participation in **Appendix B**, is correct, complete and accurate.

THIS APPLICATION IS SIGNED UNDER THE PAINS AND PENALTY OF PERJURY.

	Click or tap to enter a date.
Signature of Person Authorized to Execute Contract	**Date**

Click or tap here to enter text.
Name (Please Print)

Click or tap here to enter text.
Title (Please Print)