### Amendment to Contract Between

# United States Department of Health and Human Services Centers for Medicare & Medicaid Services

### In Partnership with

The Commonwealth of Virginia

Department of Medical Assistance Services

and <PLAN NAME>

**Issued:** 

May 4, 2017

This amendment made on May 4, 2017, is to the Commonwealth Coordinated Care Contract by and between the United States Department of Health and Human Services, acting by and through the Centers for Medicare & Medicaid Services (CMS), the Commonwealth of Virginia, acting by and through the Department of Medical Assistance Services (DMAS), and \_\_\_\_\_\_\_ (the Contractor).

**WHEREAS**, CMS is an agency of the United States, Department of Health and Human Services, responsible, in relevant part, for the administration of the Medicare, Medicaid, and State Children's Health Insurance Programs under Title XVIII, Title XIX, Title IX, Title XI, and Title XXI of the Social Security Act;

**WHEREAS**, DMAS is the Virginia agency responsible for operating a program of medical assistance under 42 U.S.C. § 1396 et seq., and the Code of Virginia § 32.1-325, et seq., designed to pay for medical, behavioral health, and long term services and supports (LTSS) for eligible beneficiaries;

**WHEREAS**, the Contractor, CMS and DMAS seek to ensure continuity of care by passively enrolling eligible Enrollees in the Commonwealth Coordinated Care Demonstration into the Commonwealth Coordinated Care Plus program and evaluating the transition of enrollment for purposes of the Demonstration;

WHEREAS, the Contractor, CMS and DMAS entered into a Commonwealth Coordinated Care contract effective December 20, 2013, and amended and restated effective April 14, 2016 (Contract), under which the Contractor furnishes the services set forth in the Contract in accordance with the terms and conditions of the Contract and in compliance with all federal and State laws and regulations;

**WHEREAS**, in accordance with **Section 5.8** of the Contract, the parties wish to further amend the Contract in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Contract, the parties agree as follows:

1. **Section 1** of the Contract is hereby amended by inserting the following new **Section 1.15.1:** 

"1.15.1. Commonwealth Coordinated Care Plus (CCC Plus): The program name for DMAS' mandatory integrated care initiative for certain qualifying individuals, including dual eligible individuals, and individuals receiving long term services or supports (LTSS)."

**2. Section 1** of the Contract is hereby amended by inserting the following to the list of "Vulnerable Subpopulations" in **Section 1.98**:

"Individuals with Substance Use Disorders."

Section 1 of the Contract is hereby amended by inserting the following new Section 1.99:

"1.99. Addiction and Recovery Treatment Services (ARTS): DMAS' expanded benefit package for addiction and recovery treatment services for substance use disorder (SUD) covered services for all enrolled members in Medicaid, effective no sooner than April 1, 2017. The Contractor's ARTS system of care shall include recognized best practices in the Addiction Disease Management field such as the American Society of Addiction Medicine (ASAM) criteria and the Centers for Disease Control and Prevention (CDC) Guideline for Prescribing Opioids for Chronic Pain. ARTS provides a robust array of services and treatment methods to address the immediate and long-term physical, mental and SUD care needs of the individual. The Contractor's ARTS criteria shall be consistent with the ASAM criteria, the CDC Guideline for Prescribing Opioids for Chronic Pain, and the DMAS' criteria for the ARTS benefit as defined in 12 VAC 30-130-5000 et al. Services included under ARTS can be found in Appendix B."

**4. Section 1** of the Contract is hereby amended by inserting the following new **Section 1.100:** 

"1.100. American Society for Addition Medicine (ASAM) Criteria: Clinical guidelines which establish criteria and levels for each substance use disorder service in order to improve assessment and outcomes-driven treatment and recovery services. The purpose of the ASAM Criteria is to enhance the use of multidimensional assessments to develop person-centered service plans."

**5. Section 2.3.3** of the Contract is hereby amended by inserting the following new **Section 2.3.3.3.10**:

"2.3.3.3.10. In the event of the termination of this Contract under Section 5.5.2.3, CMS and DMAS may passively enroll the Contractor's current Enrollees to the Contractor's corresponding Medicare Advantage Dual Special Needs Plan participating in the CCC Plus program unless the Enrollee Opts Out. The Passive Enrollment will be limited to counties where the Contractor's CCC Plus Plan meets existing Medicare Advantage network requirements, allows Enrollees to maintain existing provider network relationships, maintains an equivalent level of Covered Services as specified in Appendix A, and where payment rates are at or below the standardized county fee-for-service rate."

#### **6. Section 2.4** is hereby amended by inserting the following new **Section 2.4.1.1**:

"2.4.1.1. The Contractor shall provide coverage for ARTS benefits within the amount, duration, and scope of coverage requirements described in Appendix B of this contract, in accordance with the Mental Health Parity and Addiction Equity Act (MHPAEA), and as defined in 12 VAC 30-130-5100."

### 7. Section 2.4.3 is hereby amended as follows:

"2.4.3. The Contractor may use and reimburse for Telehealth for Medicare and Medicaid services as an innovative, cost effective means to decrease hospital admissions, reduce emergency department visits, address disparities in care, increase access to and/or enhance existing services, and increase timely interventions. The Contractor shall also encourage the use of Telehealth to promote community living and improve access to behavioral health services, including addiction and recovery treatment services assessments in order to access ARTS services."

### **8. Section 2.6.2.5.3** of the Contract is hereby amended as follows:

"Section 2.6.2.5.3. With the Enrollee and/or Enrollee's designated representative, if any, and with all the appropriate ICT members, including the Enrollee, review and revise, as necessary, the POC, that includes treatment goals (medical, functional, and social) and measure progress and success in meeting those goals (see Section 2.7.4)."

### **9. Section 2.7.4.3** of the Contract is hereby amended as follows:

"Section 2.7.4.3. Following completion of the HRA, the Contractor's care coordinator shall develop an initial POC with the member or his/her authorized representative within the required timeframes, prior to or during the ICT meeting. The member or his/her authorized representative must review and if the member or his/her authorized representative agrees to the POC, sign the initial POC. The member or his/her authorized representative must review and sign all revisions/updates to the POC following the ICT meeting. In the event the Enrollee refuses to sign the POC, the Contractor shall:"

# **10. Section 2.8.1** of the Contract is hereby amended by inserting the following new **Section 2.8.1.1.1**:

"2.8.1.1.1 The Contractor must have appropriate Residential Treatment Providers at all ASAM Levels of Care (including ASAM Level 3.1, 3.3, 3.5 and 3.7) in each service area. DMAS recognizes that the Contractor may not meet this network requirement initially, but the Contractor must make progress towards meeting the requirement during the ARTS implementation year (April 1, 2017 through December 31, 2017)."

#### 11. Section 2.9.3.3.1 is hereby amended as follows:

"2.9.3.3.1. In addition to those requirements described above, the Contractor shall comply with the requirements of 42 C.F.R. § 438.214 regarding selection, retention and exclusion of behavioral health providers. The Contractor shall have an adequate network of behavioral health and substance use disorder providers to meet the needs of the population, including their community mental health rehabilitative service needs. Examples of these types of providers include, but are not limited to, psychiatrists, clinical psychologists, licensed clinical social workers, outpatient substance use disorder treatment providers, and residential substance use disorder treatment providers, etc. Providers of Medicaid covered behavioral health services must have the appropriate licensure and qualifications as outlined in DMAS' Community Mental Health Rehabilitative Services Manual found at: https://www.virginiamedicaid.dmas.virginia.gov/wps/portal/ProviderManual. Providers of ARTS services must have the appropriate licensure and qualifications

as defined by DMAS in 12 VAC 30-130-5000 et al., as defined under ASAM criteria for levels 1.0, 2.1, 2.5, 3.1, 3.3, 3.5, 3.7, 4.0, or as licensed under Virginia law and registered with the Drug Enforcement Administration (DEA) to prescribe schedule III, IV, or V medications for treatment of pain. In situations where a certified addiction physician is not available, the Contractor shall credential as a substance use provider, physicians who are not addiction credentialed but have some specialty training or experience in treating addiction or experience in addiction medicine or addiction psychiatry."

**12. Section 2.10.1.1** of the Contract is hereby amended by inserting the following new **Section 2.10.1.1.6**:

"2.10.1.1.6. Pay ARTS providers for all ARTS services and levels of care at rates no less than the Medicaid fee-for-service rate."

**13. Section 2.11.4.4** of the Contract is hereby amended by inserting the following new **Section 2.11.4.4.1** 

"2.11.4.4.1. The Contractor must comply with the service authorization requirements for the following ARTS services: intensive outpatient; all inpatient, residential, partial hospitalization, and peer support services. The Contractor shall respond to the provider's service authorization submission within 72 hours for requests for placement at Intensive Outpatient and Partial Hospitalization, and within 24 hours for requests for placement in Residential Treatment and Inpatient Hospitals. Authorizations may be approved retroactively."

**14. Section 2.19.5.2.1.2** of the Contract is hereby amended by inserting the following new **Section 2.19.5.2.1.2.4.1** 

"2.19.5.2.1.2.4.1. Individuals with substance use disorders, and"

15. Section 4.4.3 of the Contract is hereby amended by inserting the following new Section 4.4.3.3:

### 16. Section 4.4.3 of the Contract is hereby amended by inserting the following new Section 4.4.3.3.1

"4.4.3.3.1. Contractors are responsible for ARTS services in the contract. DMAS will implement a stop loss arrangement at the program level across all Medicaid managed care programs that the Contractor participates in with DMAS. The stop loss time frame shall cover services with dates of service beginning no sooner than April 1, 2017 through June 30, 2018. Under this arrangement, DMAS shall reimburse the Contractor for 100% of the costs for ARTS that exceed 120% of the capitation payment for ARTS. Only ARTS services identified in guidance provided by DMAS are eligible for stop loss. The services must be furnished consistent with the requirements in the contract. The amount of the capitation payment for CCC shall be determined using the medical cost adjustment by eligibility group in the rate book times the number of member months for which capitation payments are made in SFY18. These payments will be combined with other capitation payments for ARTS for other Medicaid programs that the Contractor participates in. Stop loss reimbursements shall be made annually. Contractors are required to submit documentation for reimbursable claims minus any Medicare/TPL along with an invoice by September 30, 2018 (90 calendar days after the end of the state fiscal year. The Department will make stop loss reimbursements within sixty (60) calendar days of receipt of the documentation and invoice or provide notice to the Contractor if additional information is required."

# **17. Section 5.5.2** of the Contract is hereby amended by inserting the following new **Section 5.5.2.3**:

"5.5.2.3. In the event of termination of this Demonstration, CMS and DMAS may, in advance of the termination of this Contract and under procedures described in Section 2.3.3.3.10, enroll Contractor's existing Enrollees into the corresponding Medicare Advantage Dual Special Needs Plan serving the Virginia CCC Plus program. Such Enrollment will be limited to where Contractor's CCC Plus Plan meets existing Medicare Advantage network requirements and where payment rates are at or below the standardized county fee-for-service rate."

**18. Section A.2.1.6** of the Contract is hereby amended as follows:

"A.2.1.6 "Miscellaneous" drugs for indications that may not be covered by Part D (dronabinol, megestrol, oxandrolone, somatropin, methadone, lidocaine patches); and"

**19. Appendix A** of the Contract is hereby amended in inserting the following new section **A.2.1.11**:

"A.2.1.10. All substance use disorder treatment services that are covered by DMAS under the ARTS benefit and are not covered by Medicare. These covered services are to begin no sooner than April 1, 2017."

**20. Appendix A** of the Contract is hereby amended in inserting the following new section **A.2.1.12**:

"A.2.1.11. All peer recovery support services that are covered by DMAS under the ARTS benefit and are not covered by Medicare. These covered services are to begin no later than July 1, 2017."

**21. Appendix B** of the Contract is hereby amended in inserting the following new services in **Appendix B**:

In addition to all Medicare services, the Contractor is responsible for providing Medicaid covered benefits described below. All benefit limits for Medicaid covered services should be verified through the State Plan for Medicaid 12 VAC 30-50, 12 VAC 30-130-5000, and the appropriate DMAS Provider Manual. The Contractor shall provide Medicare benefits as defined by CMS and its contractors.

Inpatient and Residential Substance Use Disorder (SUD) Treatment Services

Service	State Plan Reference or Other Relevant Reference	Carved-in (Included) or Carved out (Excluded) of Demonstration	Notes
Medically Managed Intensive Inpatient	ASAM Level 4.0 12VAC30-130-5000	Carved in	The Contractor shall cover SUD services within ASAM criteria.  • Service Codes H0011 or Rev. 1002
Medically Managed Intensive Inpatient Withdrawal Management	ASAM Level 4.0 WM 12VAC30-130-5000	Carved in	The Contractor shall cover SUD services within ASAM criteria.  • Service Codes H0011 or Rev. 1002
Medically Monitored Intensive Inpatient Services	ASAM Level 3.7 12VAC30-130-5000	Carved in	The Contractor shall cover SUD services within ASAM criteria.  • Service Codes H2036 / Rev 1002
Medically Monitored Inpatient Withdrawal Management	ASAM Level 3.7 WM 12VAC30-130-5000	Carved in Carved in	The Contractor shall cover SUD services within ASAM criteria.  • Service Codes H2036 / Rev 1002
Clinically Managed High Intensity Residential Services	ASAM Level 3.5 12VAC30-130-5000	Carved in	The Contractor shall cover SUD services within ASAM criteria.  • Service Codes H0010 / Rev 1002

Clinically Managed Residential Withdrawal Management	ASAM Level 3.2 WM 12VAC30-130-5000	Carved in	The Contractor shall cover SUD services within ASAM criteria.  • Service Codes H0010 / Rev 1002
Clinically Managed Population-Specific High Intensity Residential Services	ASAM Level 3.3 12VAC30-130-5000	Carved in	The Contractor shall cover SUD services within ASAM criteria.  • Service Codes H0010 / Rev 1002
Clinically Managed Low Intensity Residential Services	ASAM Level 3.1 12VAC30-130-5000	Carved in	The Contractor shall cover SUD services within ASAM criteria.  • Service Codes H2034

### Outpatient Withdrawal Management

Service	State Plan Reference or Other Relevant Reference	Carved-in (Included) or Carved out (Excluded) of Demonstration	Notes
ARTS Partial Hospitalization	ASAM Level 2.5 12VAC30-130-5000	Carved in	The Contractor shall cover SUD services within ASAM criteria.  • Service Codes S0201  • Rev 0913
ARTS Intensive Outpatient	ASAM Level 2.1 12VAC30-130-5000	Carved in	The Contractor shall cover SUD services within ASAM criteria.  • Service Codes H0015 Rev 0906

Ambulatory Withdrawal	ASAM Level 2WM	Carved in	The Contractor shall cover SUD services within ASAM criteria.
Management With	12VAC30-130-5000		• CPT codes
Extended On- Site			
Monitoring			
Ambulatory Withdrawal	ASAM Level 1 WM	Carved in	The Contractor shall cover SUD services within ASAM criteria.
Management Without	12VAC30-130-5000		• CPT codes
Extended On- Site			
Monitoring			

### Medication Assisted Treatment (MAT)

Service	State Plan Reference or Other Relevant Reference	Carved-in (Included) or Carved out (Excluded) of Demonstratio n	Notes
Methadone in Opioid Treatment Program (DBHDS-Licensed CSBs and Private Methadone Clinics)	ASAM Opioid Treatment Programs 12VAC30-130-5000	Carved in	<ul> <li>Counseling</li> <li>H0004 - individual</li> <li>H0005 - group</li> <li>Medication</li> <li>S0109 Methadone 5 mg oral billed by provider</li> <li>Medication Administration</li> <li>H0020</li> <li>Care Coordination</li> <li>G9012 Substance Abuse Care Coordination</li> </ul>

			Physician Visit – Induction Day 1  • H0014  Drug Screen  • 80305-80307, G0480-G0483  Labs  • CPT codes  Physician Visit – Maintenance  • Use CPT E&M Established patient
Buprenorphine/Naloxon e in Opioid Treatment Program (DBHDS- Licensed CSB and Private Methadone Clinics)	ASAM Opioid Treatment Programs 12VAC30-130-5000	Carved in	Counseling  • H0004 – individual  • H0005 - group  Medication  • J0572, J0573, J0574, J0575 Buprenorphine/Naloxone Oral billed by provider  • J0571 Buprenorphine Oral billed by provider  • J2315 Naltrexone, Injection, depot form, billed by provider  Care Coordination  • G9012 Substance Abuse Care Coordination  Medication Administration  • H0020  Physician Visit – Induction, Day 1  • H0014  Drug Screen  • 80305-80307, G0480-G0483  Labs  • CPT codes  Physician Visit – Maintenance  • Use CPT E&M Established patient

Buprenorphine/Naloxon e in Office-Based Opioid Treatment (Primary Care and other Physician Offices, FQHCs, etc.)	ASAM Office Based Opioid Treatment 12VAC30-130-5000	Carved in	Counseling  • H0004 – individual  • H0005 - group  Care Coordination  • G9012 Substance Abuse Care Coordination  Physician Visit – Induction, Day 1  • H0014  Drug Screen  • 80305-80307, G0480-G0483  Labs  • CPT codes  Physician Visit – Maintenance  • Use CPT E&M Established patient
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### The following are required components of Opioid Treatment - H0020:

- 1. Components of Psychosocial Treatment for Opioid Use Disorder include at a minimum:
  - Assessment of psychosocial needs;
  - Supportive individual and/or group counseling;
  - · Linkages to existing family support systems; and
  - Referrals to community-based services.
- 2. Provider Types for Psychosocial Treatment:
  - Physicians, Licensed clinical psychologist, licensed clinical social worker, licensed professional counselor, licensed psychiatric clinical nurse specialist, a licensed psychiatric nurse practitioner, a licensed marriage and family therapist, a licensed substance abuse treatment practitioner; or
  - An individual with certification as a substance abuse counselor (CSAC) who is under the direct supervision of one of the licensed practitioners listed above.
  - Provider Types for Medication Administration:
    - o Induction phase of MAT must be provided by Registered Nurse.
    - Maintenance phase of MAT may be provided by Licensed Practical Nurse or Registered Nurse.
- 3. Substance Abuse Care Coordination (G9012 Code):

Definition: Other specified case management services not elsewhere classified.

Description:

- Integrates behavioral health into primary care and specialty care medical settings through interdisciplinary care planning as well as monitoring patient progress and tracking patient outcomes.
- Supports in-person and telephonic conversations between buprenorphine-waivered physicians and behavioral health providers to develop and monitor individualized and personalized treatment plans that are focused on the best outcomes for the person.
- Links patients with opioid use disorder with community resources (including Alcoholics Anonymous, Narcotics Anonymous, peer recovery supports, etc.) to facilitate referrals and respond to social service needs.
- Tracks and supports patients when they obtain medical, behavioral health, or social services outside the practice. Follows up with patients within a few days of an emergency room visit or hospital discharge. Communicates test results and care plans to patients and families.
- 4. Diagnosis Code: This code must be billed with Opioid Use Disorder as the primary diagnosis.
- 5. Required Documentation:
  - Providers must submit initial interdisciplinary care plan and regular updates to the care plan based on the patient's progress to the Managed Care plan.
  - Updates should be at least monthly and more regularly if significant events occur that require intervention (such as positive urine drug for other substances or negative urine screen for buprenorphine, missed counseling appointments, lost prescriptions, etc.)
  - Documentation required of actions taken to address any evidence of a significant event to prevent future reoccurrence or relapse.
- 6. Provider Types:
  - At least a bachelor's degree in one of the following fields (social work, psychology, psychiatric rehabilitation, sociology, counseling, vocational rehabilitation, human services counseling) and has at least one year of substance abuse related clinical experience providing direct services to persons with a diagnosis of mental illness or substance abuse; or
  - Licensure by the Commonwealth as a registered nurse or as a practical nurse with at least one year of clinical experience; or
  - At least a bachelor's degree in any field and certification as a substance abuse counselor (CSAC).

Reimbursement: Must be billed by buprenorphine-waivered physician who is prescribing Medication Assisted Treatment for opioid use disorder including buprenorphine/naloxone, buprenorphine (pregnant patients only), or naltrexone injections (Vivitrol)

Addiction and Recovery Treatment Services (ARTS) Case Management, Outpatient, and Peer Recovery Support Services

Service	State Plan Reference or Other Relevant Reference	Carved-in (Included) or Carved out (Excluded) of Demonstrati on	Notes
Substance Abuse Case Management	12 VAC 30-60-185 12 VAC 30-50-431	Carved in	The Contractor shall cover SUD services within ASAM criteria.  • H0006
Outpatient ARTS Individual, Family, and Group Counseling Services	ASAM Level 1.0	Carved in	The Contractor shall cover SUD services within ASAM criteria  • CPT Codes
Peer Recovery Supports	New Service	Carved in	The Contractor shall cover SUD services within ASAM criteria  • Peer Support Services – Group – S9445  • Peer Support Services – Individual – T1012
Screening, Brief Intervention and Referral to Treatment (SBIRT)	ASAM Level 0.5 12VAC30-50-180	Carved in	The Contractor shall cover SUD services within ASAM criteria • 99408/99409

**22. Appendix B** of the Contract is amended by removing the following services in **Appendix B Substance Abuse Treatment Services**:

"Residential Treatment for Pregnant Women"
"Day Treatment for Pregnant Women"

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