CONTRACT #13
RFS # 318.66-050

Department of Finance & Administration
Bureau of TennCare

VENDOR:
Tennessee Behavioral Health, Inc. (East Grand Region)

STATE OF TENNESSEE
BUREAU OF TENNCARE
310 Great Circle Road
NASHVILLE, TENNESSEE 37243

May 11, 2007

RECEIVED
MAY 14 2007
FISCAL REVIEW

Mr. Jim White, Director
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN 37243

Attention: Ms. Leni Chick

RE: Bureau of TennCare
Rates for Behavioral Health Contracts

Dear Mr. White:

The Department of Finance and Administration, Bureau of TennCare, is submitting for consideration by the Fiscal Review Committee the three Behavioral Health Organization amendments. Included in these amendments is updated Section 4.7.2, the Rate Table for Fiscal Year 2008. Due to the fact that the most recent Managed Care Organization contracts for the Middle Tennessee area also include behavioral health as well as medical services for TennCare enrollees effective April 1, 2007, it is extremely difficult to project, based on such a short timeframe, the rates that will need to be included in the BHO rate tables. Therefore, TennCare has requested and received permission to submit these amendments for review with the per member/per month rates blank. As soon as the actuary has adequate information to accurately project these rates, they will be filled in prior to signature. By doing this, we will ensure that the amendments receive all prior review by Fiscal Review and are processed timely through the Office of Contracts Review and the Office of the Comptroller The maximum liability in the amendments has been completed and will not be changed due to the rates that will be included in the tables.

The Bureau of TennCare greatly appreciates the willingness of Fiscal Review to allow the submission of these behavioral health amendments prior to the table completion. Our desire is to process all documentation according to requirements and at the same time ensure that critical services for TennCare enrollees go uninterrupted.

Sincerely,

Scott Pierce
Chief Financial Officer

cc: Darin J. Gordon, Deputy Commissioner
Alma Chilton

RECEIVED
MAY 14 2007
FISCAL REVIEW

STATE OF TENNESSEE
BUREAU OF TENNCARE
310 Great Circle Road
NASHVILLE, TENNESSEE 37243

May 7, 2007

Mr. Jim White, Director
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN 37243

Attention: Ms. Leni Chick

RE: Bureau of TennCare
Contracts Submitted for Fiscal Review

Dear Mr. White:

The Department of Finance and Administration, Bureau of TennCare, is submitting for consideration by the Fiscal Review Committee amendment #2 to QSource Center for HealthCare Quality, RFS 318.65-205. This competitively bid contract is being amended to strengthen reporting requirements and timelines. There is no term extension or additional funding associated with this amendment.

Additionally, the Managed Care Organizations for West and East Tennessee are being amended to provide the following modifications to current MCO language: (1) Clarify National Provider Identification (NPI) requirement consistent with CMS requirements; (2) Revise Network Adequacy Language to be consistent with Middle TN CRA; (3) Revise Department of Education language to be consistent with current policies for coordination with Department of Education, Project Teach and school based providers; (4) Clarify LEP provisions and Teen Newsletter requirement; (5) Modify reporting relative to PCP and emergency room visits, emergency department utilization, disease management and case management, nurse triage 24/7 line, remove Quality Improvement Activity (QIA) Grid due to NCAQ Accreditation being achieved, and NCQA Reports; (6) Add language for consistency with NCQA requirements; (7) Revise risk target evaluation periods from quarterly to annual, revise and clarify methodology for Targets and Bonus potential; (8) Extend term of agreement through June 30, 2008 to align with State Fiscal Year and add funding to support extension of term, and (9) Housekeeping revisions made for consistency throughout the Agreement.

The Managed Care Organizations for Middle Tennessee are being amended to includes the following modifications: (1) Clarify National Provider Identification (NPI) requirements consistent with CMS requirements; (2) Revise language to be consistent with current policies for coordination with Department of Education, Project Teach and school based providers; (3) Clarify LEP provisions and Teen Newsletter requirements; (4) Modify reporting as it relates to PCP and emergency room visits; emergency department utilization, disease management and case management, nurse triage 24/7 line, and NCQA Reports; (5) Add language for consistency

with NCQA requirements, and (6) Housekeeping revisions made for consistency throughout the agreement.

The three Behavioral Health Organizations (BHOs) are being amended to provide the following modifications to BHO language: (1) Clarifies National Provider Identification (NPI) requirements consistent with CMS requirements; (2) Revise language to be consistent with current policies for coordination with Department of Education, Project Teach and school based providers; (3) Clarifies LEP provisions and Teen Newsletter requirement; (4) Strengthens reporting as it relates to case management services, inpatient reports, payment for out of plan emergency providers, cost and utilization, and satisfaction and outcome performance measures; (5) Clarifies language to require all provider agreements be approved in advance by TDCI; (6) Modification of mandatory evaluation time language to be consistent with Tennessee Code Annotated §33-7-303(b).; (7) Extends the term of the contract for an additional year and provides funding to support term extension, and (8) Housekeeping revisions made for consistency throughout the agreement.

The Bureau of TennCare would greatly appreciate the consideration and approval of these amendments by the Fiscal Review Committee.

Sincerely,

Scott Pierce
Chief Financial Officer

cc: Darin J. Gordon, Deputy Commissioner
Alma Chilton

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED
Commissioner of Finance & Administration Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A REQUEST CAN NOT BE CONSIDERED IF INFORMATION PROVIDED IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT CLEARLY ADDRESS EACH OF THE REQUIREMENTS INDIVIDUALLY AS REQUIRED.

RFS #	318.66-050		
STATE AGENCY NAME :	Department of Finance and Administration Bureau of TennCare		
SERVICE CAPTION :	Behavioral Health Organizations Providing Medically Necessary Behavioral Services to the TennCare/Medicaid Population in Tennessee East Grand Region		
CONTRACT #	FA-05-16089-00	**PROPOSED AMENDMENT #**	8
CONTRACTOR :	Tennessee Behavioral Health, Inc.		
CONTRACT START DATE :	07/01/2004		
CURRENT, LATEST POSSIBLE END DATE : (including ALL options to extend)	06/30/2007		
CURRENT MAXIMUM LIABILITY :	$458,166,722.00		
LATEST POSSIBLE END DATE WITH PROPOSED AMENDMENT : (including ALL options to extend)	06/30/2008		
TOTAL MAXIMUM COST WITH PROPOSED AMENDMENT : (including ALL options to extend)	$608,166,722.00		
APPROVAL CRITERIA : (select one)	☒ **use of Non-Competitive Negotiation is in the best interest of the state**		
	☐ **only one uniquely qualified service provider able to provide the service**		

ADDITIONAL REQUIRED REQUEST DETAILS BELOW (address each item immediately following the requirement text)

(1) description of the proposed additional service and amendment effects :

This amendment provides the following modifications to BHO language: (1) Clarifies National Provider Identification (NPI) requirements consistent with CMS requirements; (2) Revise language to be consistent with current policies for coordination with Department of Education, Project Teach and school based providers; (3) Clarifies LEP provisions and Teen Newsletter requirement; (4) Strengthens reporting as it relates to case management services, inpatient reports, payment for out of plan emergency providers, cost and utilization, satisfaction and outcome performance measures, and enrollee encounter reporting; (5) Clarifies language to require all provider agreements be approved in advance by TDCI; (6) Modification of mandatory evaluation time language to be consistent with Tennessee Code Annotated §33-7-303(b).; (7) Extends the term of the contract for an additional year and provides funding to support term extension, and (8) Housekeeping revisions made for consistency throughout the agreement.

(2) explanation of need for the proposed amendment :

Update related language to enforce new scopes as well as clarify current language to comply with MCOs.

(3) name and address of the proposed contractor's principal owner(s) :
(not required if proposed contractor is a state education institution)

Dr. Russ Petrella, Chief Operating Officer
Magellan Behavioral Health
199 Pomeroy Road, 3rd Floor
Parsippany, New Jersey 07054

(4) documentation of OIR endorsement of the Non-Competitive procurement request :
(required only if the subject service involves information technology)

select one:	☒ Documentation Not Applicable to this Request	☐ Documentation Attached to this Request

(5) documentation of Department of Personnel endorsement of the Non-Competitive procurement request :
(required only if the subject service involves training for state employees)

select one:	☒ Documentation Not Applicable to this Request	☐ Documentation Attached to this Request

(6) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation :

This contract for Behavioral Health Services was identified by a competitive Request for Proposal method. This amendment to the exisiting contract will ensure that services to recipients will continue without interruption and that the language will reflect the most recent changes as reflected in item (1) above.

(7) justification of why the F&A Commissioner should approve a Non-Competitive Amendment :

The Bureau of TennCare is currently modifying all of the BHO contracts to provide specific language changes for clarity and compliance with Fiscal Review as well as CMS. These BHO contracts provide necessary Behavioral Health Serivces to the TennCare/Medicaid population and TennCare would greatly appreciate approval of this amendment by the Commissioner of Finance and Administration.

AGENCY HEAD REQUEST SIGNATURE:
(must be signed by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances)

SIGNATURE DATE: 5/11/07

CONTRACT SUMMARY SHEET

RFS Number:	318.66-050	Contract Number:	FA-05-16089-08
State Agency:	Department of Finance and Administration	Division:	TennCare

Contractor			Contractor Identification Number
Tennessee Behavioral Health, Inc.	X	V-	621621636 01
		C-	

Service Description:

Behavioral Health Services to Enrollees in the TennCare Partners Program in Tennessee East Grand Region

Contract Begin Date:	Contract End Date:
7/1/2004	6/30/2008

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
318.66	135	134	11	on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (include ALL amendments)
2005	$59,243,280.00	$108,632,276.00			$167,875,556.00
2006	$51,144,466.00	$91,717,000.00			$142,861,466.00
2007	$52,779,833.00	$94,649,867.00			$147,429,700.00
2008	$54,457,500.00	$95,542,500.00			$150,000,000.00
					$0.00
					$0.00
Total:	$217,625,079.00	$390,541,643.00	$0.00	$0.00	$608,166,722.00

CFDA Number: 93.778 Department of Health and Human Services

State Fiscal Contact:

Name: Scott Pierce
Address: 310 Great Circle Road
Phone: 615-507-6415

Procuring Agency Budget Officer Signature:

Check the box (below) ONLY if the answer is YES	
Is the Contractor a SUBRECIPIENT? (per OMB A-133)	X
Is the Contractor a VENDOR? (per OMB A-133)	
Is the Fiscal Year Funding STRICTLY LIMITED?	
Is the Contractor on STARS?	
Is the Contractor's FORM W-9 ATTACHED?	
Is the Contractor's Form W-9 Filed with Accounts?	

Funding Certification:

Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

COMPLETE FOR ALL AMENDMENTS (only)

		Base Contract & Prior Amendments	This Amendment ONLY
End Date>		6/30/2007	6/30/2008
FY:	2005	$167,875,556.00	
FY:	2006	$142,861,466.00	
FY:	2007	$147,429,700.00	$0.00
FY:	2008		$150,000,000.00
FY:			
FY:			
Totals:		$458,166,722.00	$150,000,000.00

AMENDMENT NUMBER 8

TO PROVIDER RISK CONTRACT # FA-05-16089

BETWEEN

THE STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES

AND

TENNESSEE BEHAVIORAL HEALTH, INC.
IN THE EAST TENNESSEE GRAND REGION

For and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to clarify and/or amend the Provider Risk Agreement by and between the State of Tennessee Department of Mental Health and Developmental Disabilities, hereinafter referred to as **TDMHDD**, and Tennessee Behavioral Health, Inc. hereinafter referred to as the **Contractor**, as follows:

Titles and numbering of paragraphs used herein are for the purpose of facilitating use of reference only and shall not be construed to infer a contractual construction of language.

1. **Section 2.5.8.2.1 shall be amended by modifying the evaluation time frame from 60 to 90 days to 30 to 60 days so that the section now reads:**

   Section 2.5.8.2.1 The Contractor must provide mandatory outpatient treatment for individuals found not guilty by reason of insanity following a 30-60 day inpatient evaluation. Treatment can be terminated only by the court. (Tennessee Code Annotated §33-7-303(b)).

2. **Section 2.5.4 – TENNderCare shall be amended by adding a new section 2.5.4.12 that reads as follows:**

   MCCs must have the ability to conduct EPSDT outreach in formats appropriate to enrollees who are blind, deaf, illiterate or non-English speaking. At least one attempt must advise enrollees regarding how to request and/or access such assistance and/or information. The CONTRACTOR shall collaborate with agencies that have established procedures for working with special populations in order to develop effective outreach materials.

3. **Section 3.2.1.1.6 – Coordination of Services**
This section shall be amended by adding new language so that the amended section 3.2.1.1.6 shall read as follows:

3.2.1.1.6 Tennessee Department of Education (DOE) and local education agencies for the purposes of coordinating educational services for Enrollees in inpatient, residential, and day treatment mental health facilities, and compliance with the requirements of Individuals with Disabilities Education Act (IDEA).

The CONTRACTOR is responsible for the delivery of medically necessary covered services to school-aged children. BHOs are encouraged to work with school-based providers and the Department of Health's Project Teach staff to manage the care of students with special health care needs. The State has implemented a process, referred to as TENNderCARE Connection, to facilitate notification of BHOs when a school-aged child enrolled in TennCare has an Individualized Education Plan (IEP) that identifies a need for behavioral health services. In such cases, the school is responsible for obtaining parental consent to share the IEP with the BHO and for subsequently sending a copy of the parental consent and IEP to the BHO. The school is also responsible for clearly delineating the services on the IEP that the BHOs are to consider for payment. The CONTRACTOR must designate a contact person to whom correspondence concerning children with behavioral health services included in their IEPs will be directed. After receipt of an IEP, the BHO must:

3.2.1.1.6.1 Either accept the IEP as indication of a behavioral health problem and treat the IEP as a request for service authorization and assist, if necessary in making an appointment to have the child evaluated by an in-network provider in accordance with the time frames specified in the TennCare Waiver Terms and Conditions for access to care.

3.2.1.1.6.2 Send a copy of the IEP and any related information (e.g. action taken by the BHO in response to receipt of the IEP, action the BHO expects the PCP to take) to the PCP.

3.2.1.1.6.3 Notify the designated school contact of the ultimate disposition of the request (e.g. what services have been

approved for the child, what arrangements have been made for service delivery).

4. **Section 3.4.2.4 – Quarterly Newsletters shall be deleted and replaced in its entirety as follows:**

3.4.2.4 Quarterly Newsletters

3.4.2.4.1 **General Newsletter.** The CONTRACTOR shall, at a minimum, distribute on a quarterly basis a newsletter to all enrollees which is intended to educate the enrollee to the managed care system, proper utilization of services, etc., and encourage utilization of preventive care services. The CONTRACTOR shall include the following information in each newsletter:

3.4.2.4.1.1 specific articles or other specific information as described when requested by TENNCARE. Such requests by TENNCARE shall be limited to two hundred (200) words and shall be reasonable including sufficient notification of information to be included; and

3.4.2.4.1.2 the procedure on how to obtain information in alternative formats or how to access interpretation services as well as a statement that interpretation and translation services are free;

3.4.2.4.1.3 a notice to enrollees of the right to file a complaint, as is provided for by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 (P.E.. 97-35), and a Contractor phone number for doing so. The notice shall be in English and Spanish;

3.4.2.4.1.4 for TennCare enrollees, EPSDT information, including but not limited to, encouragement to obtain screenings and other preventive care services;

3.4.2.4.1.5 member services toll free telephone numbers; including the TennCare Hotline, the CONTRACTOR's customer service

line as well as the service/information that may be obtained from each line; and

3.4.2.4.1.6 the following information to report fraud: "To report fraud or abuse to OIG: You can call free 1-800-433-3982 OR Go online at www.state.tn.us/tenncare and click on "Report Fraud." To report provider fraud or patient abuse to MFCU, call free 1-800-433-5454."

3.4.2.4.2 **Teen/Adolescent Newsletter.** The CONTRACTOR shall, at a minimum, distribute on a quarterly basis a newsletter to all enrollees between the ages of 15 and 20 which is intended to educate the enrollee to the managed care system, proper utilization of services, etc., with an emphasis on the encouragement to utilize TENNderCare services.

The Teen/Adolescent Newsletter shall be a product of the MCC Adolescent Well-Care Collaborative. The MCCs will agree on five required topics to include in each newsletter. MCCs may include additional articles at their discretion; no deviation from the five agreed upon articles will be allowed unless approved by TennCare.

The CONTRACTOR shall include the following information in each newsletter:

3.4.2.4.2.1 Five teen/adolescent specific articles as agreed upon by the MCC Adolescent Well Care Collaborative; and

3.4.2.4.2.2 The procedure on how to obtain information in alternative formats or how to access interpretation services as well as a statement that interpretation and translation services are free; and

3.4.2.4.2.3 TENNderCare information, including but not limited to, encouragement to obtain screenings and other preventive care services.

3.4.2.4.3 In order to satisfy the requirement to distribute the quarterly newsletters to all enrollees, it shall be acceptable to mail one (1) quarterly newsletter to each address associated with the enrollee's TennCare case number. In addition to the prior authorization requirement regarding dissemination of materials to enrollees, the CONTRACTOR shall also submit to TENNCARE, five (5) final printed originals, unless otherwise specified by TENNCARE, of the newsletters and documentation from the

BHOs mail room or outside vendor indicating that the newsletters were mailed within the calendar quarter, the quantity and the date mailed, to TennCare as proof of compliance by the 30th of the month following each quarter in accordance with the reporting schedules as described in Section 5.3.3.1 of this Agreement. The BHO must also send five (5) printed originals of the newsletter to TDMHDD.

5. **Section 3.7.2 - Provider Agreements shall be amended by adding a new first sentence so that the section shall now read:**

All provider agreements and revisions thereto, as defined in Attachment A of this CONTRACT, shall be approved in advance by the TDCI TennCare Oversight Division. All provider agreements executed by the **Contractor,** and all provider agreements executed by subcontracting entities or organizations, pursuant to this Section shall, at a minimum, meet the following requirements. No other terms or conditions agreed to by the **Contractor** and provider shall negate or superseded the following requirements.

6. **Section 3.10.5 - Case Management Reporting, shall be amended so that a sample instead of all case management services shall be reported to determine compliance. The section now shall read:**

3.10.5 Case Management Reporting

The Contractor shall submit a report of the utilization of case management services to TDMHDD on a quarterly basis. The methodology for reporting shall be prior approved by TDMHDD and the minimum data elements required to be provided are identified in Attachment D.5.

7. **Attachment D.5 - Required Data Elements for Case Management Reporting, shall be amended by changing the first statement requiring monthly updates to quarterly updates of the listed data elements.**

Required Data Elements for Case Management Reporting

Quarterly updates to the Case Management File, as follows:

Appointment kept date
BHO indicator

CM agency
Case management code
Case manager name
CRG/TPG assessment code
Discharge date
Date of birth
Facility
First name
Last name
Referral code
Social Security Number

8. **Section 3.10.17 – 30/60 Inpatient Report, shall be deleted in its entirety and the number reserved.**

9. **Section 3.10.19 – Payment for Out of Plan Emergency Providers**
Section 3.10.19 shall be deleted in its entirety and the number reserved.

10. **Section 3.6.7 – Payment Requirements**
A new second paragraph shall be added so that the entire section reads as follows:

The Contractor shall assure that payments are not issued to providers that have not obtained a Tennessee Medicaid Provider number or for which disclosure requirements have not been obtained by the Contractor in accordance with 42 CFR 455.100 through 106 and Section 3.7.2 of this Agreement.

The Contractor shall agree to report all provider related data required pursuant to this Agreement to TennCare using uniform provider numbers. The uniform numbers are to be reported for all providers except pharmacy will be the National Provider Identifier (NPI) Number issued by CMS where applicable and the traditional "Medicaid" provider number issued by TennCare. Prior to payment of a claim, the BHO shall require that providers that have not been enrolled in the TennCare Program previously as a Medicaid provider or as a provider who currently receives direct payment from TennCare (i.e. Medicare cost sharing) contact the Medicaid / TennCare Provider Enrollment Unit and obtain a "Medicaid" provider number. The issuance of a "Medicaid" provider number by TennCare is simply for the purpose of establishing a common provider number for reporting purposes as required by this Section and does not imply that TennCare has credentialed the provider or convey any other contractual relationship or any other responsibility with the provider. Pharmacy providers shall use the National Association Board of Pharmacy (NABP)

number that has been assigned as well as the NPI number issued by CMS where applicable. The Contractor agrees to utilize CMS's newly established NPI number for all provider reporting purposes in accordance with timeframes established by CMS, including but not limited to, the development of contingency plans, beginning May 23, 2007 and the implementation of final plans thereafter.

11. Section 3.10.2 – Provider Enrollment Reporting

A new second paragraph shall be added so that the entire section reads as follows:

The Contractor shall furnish to TennCare and TDMHDD listings of all providers enrolled in the Contractor's provider network. These listings shall include regularly enrolled providers, specialty or referral providers, and any other provider which may be enrolled for purpose of payment for services provided out-of-plan. This information shall be reported in a standardized format as specified by TennCare and TDMHDD and transmitted electronically to TennCare and TDMHDD on a monthly basis. The minimum data elements required by TDMHDD for this listing may be found in Attachment D.1 of this CONTRACT.

Each provider shall be identified by a Tennessee Medicaid I.D. number (i.e., each servicing provider in a group or clinic practice must be identified by a separate provider number) as well as the National Provider Identifier (NPI) number, effective May 23, 2007. These unique identifiers shall appear on all encounter data transmittals.

12. Section D.1 Provider Enrollment Reporting – Required Data Elements

The Term "National Provider Identification (NPI) number shall be added to the list of required data elements.

13. Section 3.10.4 - Enrollee Encounter Reporting

A new third sentence shall be added to the existing language of the first paragraph so that the amended paragraph shall read as follows:

The Contractor shall furnish to TennCare information regarding individual encounters (individual units of service provided to Enrollees). Encounter information will be submitted for each covered service as listed in Section 2.5 provided, regardless of provider reimbursement methodology. In the event that services are bundled for the purpose of payment, the

Contractor shall require the provider to submit unbundled services in the necessary format to support the Contractor's obligation to submit encounter data for each individual unit of service. This information shall be reported in a standardized format as specified by TDMHDD and transmitted electronically to TennCare on a monthly basis. The minimum data elements required to be provided are identified in Attachment D.4 of this CONTRACT.

14. **Section 3.10.22 – Cost and Utilization Summaries:**
A new section 3.10.22 shall be added as follows:

The Contractor shall provide quarterly Cost and Utilization Summaries. These summaries shall report on services paid during the previous quarter. The summaries shall be submitted by TennCare and shall include all data elements listed in Attachment D.10.

15. **Attachment D.10 Cost and Utilization Summaries:**
A new Attachment D.10 shall be added as follows:

The quarterly Cost and Utilization Summaries required in Section 3.10.22 shall include information for each of the following populations:

- Medicaid
- Uninsured
- Medically Eligible
- Disabled
- Duals

Summaries for the following shall be provided:

1) Data elements for *Top 25 Providers (broken down by facilities, practioners, ancillary providers, transportation providers) by Amount Paid.*

- Rank
- Provider Type
- Provider Name
- Street Address (Physical Location)
- City
- State
- Zip Code
- Amount Paid to Each Provider
- Amount Paid as a Percentage of Total Provider Payments

2) Data elements for *Top 25 Inpatient Diagnoses by Number of Admissions*

- Rank
- DRG Code (Diagnosis Code)
- Description
- Amount Paid
- Admits
- Admits as a Percentage of Total Admits

3) Data elements for *Top 25 Inpatient Diagnoses by Amount Paid*

- Rank
- DRG Code (Diagnosis Code)
- Description
- Admits
- Amount Paid
- Amount Paid as a Percentage of Total Inpatient Dollars

4) Data elements for *Top 25 Outpatient Diagnoses by Number of Visits*

- Rank
- Diagnosis Code
- Description
- Amount Paid
- Visits
- Visits as a Percentage of Total Outpatient Visits

5) Data elements for *Top 25 Outpatient Diagnoses by Amount Paid*

- Rank
- Diagnosis Code
- Description
- Visits
- Amount Paid
- Amount Paid as a Percentage of Total Outpatient Payments

16. Section 4.7.1 - Maximum Liability and Allocation of Funds to this Contract:

The first two sentences of the first paragraph are amended as follows:

This CONTRACT is subject to appropriation and availability of State and federal funds. In no event shall the maximum liability of the State for the **TennCare Partners Program** in the East Grand Region exceed) One Hundred Fifty Million Dollars ($150,000,000.00) for the contract period of July 1, 2007 through June 30, 2008.

17. **Section 4.7.2 - Payment Methodology**
A new Table 6 shall be added that reads as follows:

The Contractor shall be compensated based on the rates herein for the payment rate categories authorized by the State. Payments shall be subject to withholds as set forth in the CONTRACT. The rates in Table 6 shall be applicable from July 1, 2007 through June 30, 2008.

Table 6: Rates:

PAYMENT RATE CATEGORY	PER MEMBER/ PER MONTH RATE
Priority Population age 0-12	
Priority Population age 13-17	
Priority Population age 18 and above	
Non-Priority Population age 0-12	
Non-Priority Population age 13-17	
Non-Priority Population age 18 and above	
State Only & Judicials	

18. **Section 6.20 - *Term of the Contract***
The first paragraph shall be amended as follows:

This CONTRACT shall remain in effect from July 1, 2007 through June 30, 2008, subject to receipt of necessary State approvals and receipt of approval from the United States Department of Health and Human Services.

19. Attachment E, Table IV, Satisfaction and Outcome Performance Measures, shall be amended by adding an additional measure that reads as follows:

PERFORMANCE MEASURE	BENCHMARK	REPORTING REQUIREMENT	REPORTING FREQUENCY	PENALTY
IV.4 **Enrollees** are satisfied with the behavioral health services they receive	85% of respondents rate their experience with BHO providers to be fair or better and 80% rate it as good or better	Distribution of **Enrollees** by satisfaction score	Annual; no later than the last day of June	IV

20. A new Section 3.10.7 shall be added as follows and all subsequent sections renumbered:

The CONTRACTOR shall submit quarterly Cost and Utilization Reports. These reports shall be submitted using the format provided in Attachments J, K, L, M, and N. These reports shall be in an Excel spreadsheet format and submitted with a ninety (90) day lag and shall be due to TENNCARE one hundred five (105) calendar days following the quarter for which the CONTRACTOR is reporting. These reports shall be submitted on both a cumulative year basis and on a rolling twelve (12) month basis.

ATTACHMENT J
TBH East
Behavioral Health Cost & Utilization Report
Incurred Period: XX/XX/XXXX – XX/XX/XXXX
Paid Through XX/XX/XXXX

Managed Care Metrics	YTD % Changes	[MCO] Total	Medicaid Adult	Medicaid Child	Uninsured Child	Medically Eligible Child	Disabled Adult	Disabled Child	Dual Eligibles/ Medicaid	Dual Eligibles/ Standard	State Only & Judicial
Cumulative Member Months											
Member Months											
Total Claims Behavioral Health Expenses											
Priority Behavioral Health Expenses											
Psychiatric Inpatient											
Psychiatric Residential											
Substance Abuse Inpatient											
Substance Abuse Inpatient Detox											
Substance Abuse Residential											
Total Mental Health Outpatient											
MD Services (Psychiatry)											
Non-MD Services											
Partial Hospital/IOP											
Total Substance Abuse Outpatient (including Detox)											
Substance Abuse Outpatient											
Substance Abuse Outpatient Detox											
Total Miscellaneous											
Lab											
Transportation											
Total Crisis Services											
Crisis Teams											
Crisis Stabilization											
Mental Health Case Management											

Managed Care Metrics	YTD % Changes	[MCO] Total	Medicaid Adult	Medicaid Child	Uninsured Child	Medically Eligible Child	Disabled Adult	Disabled Child	Dual Eligibles/ Medicaid	Dual Eligibles/ Standard	State Only & Judicial
Total Psychiatric Rehabilitation											
Supported Housing (Supervised Residential)											
Non-Priority Behavioral Health Expenses											
Psychiatric Inpatient											
Psychiatric Residential											
Substance Abuse Inpatient											
Substance Abuse Inpatient Detox											
Substance Abuse Residential											
Total Mental Health Outpatient											
MD Services (Psychiatry)											
Non-MD Services											
Partial Hospital/IOP											
Total Substance Abuse Outpatient (including Detox)											
Substance Abuse Outpatient											
Substance Abuse Outpatient Detox											
Total Miscellaneous											
Lab											
Transportation											
Total Crisis Services											
Crisis Teams											
Crisis Stabilization											
Mental Health Case Management											
Total Psychiatric Rehabilitation											
Supported Housing (Supervised Residential)											

ATTACHMENT K

TBH East
Behavioral Health Inpatient Report
Incurred Period: XX/XX/XXXX – XX/XX/XXXX
Paid Through XX/XX/XXXX

Managed Care Metrics	YTD % Changes	[MCO] Total	Medicaid Adult	Medicaid Child	Uninsured Child	Medically Eligible Child	Disabled Adult	Disabled Child	Dual Eligibles/ Medicaid	Dual Eligible/ Standard	State Only & Judicial
Cumulative Member Months											
Member Months											
Total Psychiatric Inpatient											
Payment Per Admission											
Payment Per Day											
Payment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Priority Psychiatric Inpatient											
Payment Per Admission											
Payment Per Day											
Payment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Non-Priority Psychiatric Inpatient											
Payment Per Admission											
Payment Per Day											
Payment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Total Psychiatric											

Managed Care Metrics	YTD % Changes	[MCO] Total	Medicaid Adult	Medicaid Child	Uninsured Child	Medically Eligible Child	Disabled Adult	Disabled Child	Dual Eligibles/ Medicaid	Dual Eligible/ Standard	State Only & Judicial
Residential											
Payment Per Admission											
Payment Per Day											
Payment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Priority Psychiatric Residential											
ment Per Admission											
ment Per Day											
ment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Non-Priority Psychiatric Residential											
Payment Per Admission											
Payment Per Day											
Payment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Total Substance Abuse Inpatient											
Payment Per Admission											
Payment Per Day											
Payment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Priority Substance Abuse Inpatient											
ment Per Admission											
ment Per Day											

Managed Care Metrics	YTD % Changes	[MCO] Total	Medicaid Adult	Medicaid Child	Uninsured Child	Medically Eligible Child	Disabled Adult	Disabled Child	Dual Eligibles/ Medicaid	Dual Eligible/ Standard	State Only & Judicial
Payment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Non-Priority Substance Abuse Inpatient											
Payment Per Admission											
Payment Per Day											
Payment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Total Substance Abuse Inpatient Detox											
ment Per Admission											
ment Per Day											
ment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Priority Substance Abuse Inpatient Detox											
ment Per Admission											
ment Per Day											
ment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Non-Priority Substance Abuse Inpatient Detox											
Payment Per Admission											
Payment Per Day											
Payment PMPM											
Admission per 1,000											
Days per 1,000											

Managed Care Metrics	YTD % Changes	[MCO] Total	Medicaid Adult	Medicaid Child	Uninsured Child	Medically Eligible Child	Disabled Adult	Disabled Child	Dual Eligibles/ Medicaid	Dual Eligible/ Standard	State Only & Judicial
Average Length of Stay											
Total Substance Abuse /Residential											
Payment Per Admission											
Payment Per Day											
Payment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Priority Substance Abuse Residential											
Payment Per Admission											
Payment Per Day											
Payment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											
Non-Priority Substance Abuse Residential											
Payment Per Admission											
Payment Per Day											
Payment PMPM											
Admission per 1,000											
Days per 1,000											
Average Length of Stay											

ATTACHMENT L

TBH East
Behavioral Health Outpatient Report
Incurred Period: XX/XX/XXXX – XX/XX/XXXX
Paid Through XX/XX/XXXX

Managed Care Metrics	YTD % Change	MCO Total	Medicaid Adult	Medicaid Child	Uninsured Child	Medically Eligible Child	Disabled Adult	Disabled Child	Dual Eligibles/ Medicaid	Dual Eligible/ Standard	State Only & Judicial
Cumulative Member Months											
Member Months											
Total Mental Health Outpatient Services											
Payment Per Visit											
Payment PMPM											
Visits per 1,000											
Priority MD Services (Psychiatry)											
Payment Per Visit											
Payment PMPM											
Visits per 1,000											
Non-Priority MD Services (Psychiatry)											
Payment Per Visit											
ıent PMPM											
s per 1,000											
ity Non-MD ces											
Payment Per Visit											
Payment PMPM											
Visits per 1,000											
Non-Priority Non-MD Services											
Payment Per Visit											
Payment PMPM											
Visits per 1,000											

Managed Care Metrics	YTD % Change	MCO Total	Medicaid Adult	Medicaid Child	Uninsured Child	Medically Eligible Child	Disabled Adult	Disabled Child	Dual Eligibles/ Medicaid	Dual Eligible/ Standard	State Only & Judicial

Managed Care Metrics	YTD % Change	MCO Total	Medicaid Adult	Medicaid Child	Uninsured Child	Medically Eligible Child	Disabled Adult	Disabled Child	Dual Eligibles/ Medicaid	Dual Eligible/ Standard	State Only & Judicial
Priority Partial Hospitalizations/IOP											
Payment Per Visit											
Payment PMPM											
Visits per 1,000											
Non-Priority Partial Hospitalizations/IOP											
Payment Per Visit											
Payment PMPM											
Visits per 1,000											
Total Substance Abuse Outpatient including detox											
Payment Per Visit											
Payment PMPM											
Visits per 1,000											
Priority Substance Abuse Outpatient											
Payment Per Visit											
Payment PMPM											
Visits per 1,000											
Non-Priority Substance Abuse Outpatient											
Payment Per Visit											
Payment PMPM											
Visits per 1,000											
Priority Substance Abuse Outpatient Detox											

Payment Per Visit											
Payment PMPM											
Visits per 1,000											
Non-Priority Substance Abuse Outpatient Detox											
Payment Per Visit											
Payment PMPM											
Visits per 1,000											

ATTACHMENT M

TBH East
Behavioral Health Miscellaneous Report
Incurred Period: XX/XX/XXXX – XX/XX/XXXX
Paid Through XX/XX/XXXX

Managed Care Metrics	YTD % Changes	[MCO] Total	Medicaid Adult	Medicaid Child	Uninsured Child	Medically Eligible Child	Disabled Adult	Disabled Child	Dual Eligibles/ Medicaid	Dual Eligibles/ Standard	State Only & Judicial
Cumulative Member Months											
Member Months											
Total Miscellaneous											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											
Priority Lab											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											
Non-Priority Lab											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											
Priority Transportation											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											
Non-Priority Transportation											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											

ATTACHMENT N

TBH East
Behavioral Health Specialized Community Services Report
Incurred Period: XX/XX/XXXX – XX/XX/XXXX
Paid Through XX/XX/XXXX

Managed Care Metrics	YTD % Changes	[MCO] Total	Medicaid Adult	Medicaid Child	Uninsured Child	Medically Eligible Child	Disabled Adult	Disabled Child	Dual Eligibles/ Medicaid	Dual Eligibles/ Standard	State Only & Judicial
Cumulative Member Months											
Member Months											
Total Crisis Team											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											
Priority Crisis Intervention											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											
Non-Priority Crisis Intervention											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											

Priority Crisis Stabilization											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											
Non-Priority Crisis Stabilization											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											
Total Mental Health Case Management											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											
Priority Mental Health Case Management											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											
Non-Priority Mental Health Case Management											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											
Total Psychiatric Rehabilitation											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											
Priority Supported Housing (Supervised Residential)											
Payment PMPM											
Cost Per Unit											

Utilization per 1,000											

Non-Priority Supported Housing (Supervised Residential)											
Payment PMPM											
Cost Per Unit											
Utilization per 1,000											

All of the provisions of the original Agreement not specifically deleted or modified herein shall remain in full force and effect. Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective July 1, 2007, or as of the date it is approved by the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services.

IN WITNESS THEREOF, the parties have by their duly authorized representatives set their signature.

CONTRACTOR:

_____ _____

Russell C. Petrella, Ph.D. DATE
President
TENNESSEE BEHAVIORAL HEALTH, INC.

TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:

_____ _____

Virginia Trotter Betts, MSN, JD, RN, FAAN DATE
Commissioner

TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION:

_____ _____

M. D. Goetz, Jr. DATE
Commissioner

APPROVED:

TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION:

_____ _____

M. D. Goetz, Jr. DATE
Commissioner

COMPTROLLER OF TREASURY:

_____ _____

John G. Morgan DATE
Comptroller of Treasury