

**STATE OF MICHIGAN**  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
 PROCUREMENT

525 W. ALLEGAN STREET  
 LANSING, MI 48933

P.O. BOX 30026  
 LANSING, MI 48909

**CHANGE NOTICE NO. 2**  
 to  
**CONTRACT NO. 071B4300054**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Magellan Behavioral Of Michigan 13736 Riverport Drive Maryland Heights, MO 63043	Gary Reidenbaugh	wgreidenbaugh@magellanhealth.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	248-489-2835	*****7297

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MCSC	Lauri Schmidt	517-373-1846	schmidtl@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Brandon Samuel	517 284-7025	samuelb@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Mental Health & Substance Abuse Insurance			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 1, 2014	September 30, 2017	2, one year	September 30, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$45,989,563.64		\$ 0.00	\$45,989,563.64	

**DESCRIPTION:**  
 Effective March 28, 2016, the attached Attachment C (Claims Payment Rules) is hereby added to the Contract, pertaining to claims payment rules, ICD-10 changes, bargaining agreement changes, additional services, deductibles and DCM-5/ICD-10 protocols. Additionally, Change Notice No. 1 is hereby corrected to reflect the original contract language, which states that there are 2, 1-year options available. Please note that the Buyer/Contract Administrator is now Brandon Samuel (Section 2.021). All other terms, conditions, specifications and pricing remain the same. Per DTMB, contractor, and agency agreement, and DTMB Procurement approval.

## Attachment C, Claims Payment Rules

<u>Description</u>	<u>Detail</u>
Client Name:	State of Michigan
Acct. Executive:	Gary Reidenbaugh, 248-489-2835
Effective Date:	3/1/2001
Revision Date:	10/1/2015
Covered Lives	140,000
Claim System	St. Louis CAPS
Clinical System	IP
PO Box	2278
Dedicated Phone Line	866-503-3158
Magellan Clinical Contact	
Account Type	ASO
Check Run Day(s)	
Provider Network	Primary network 435
Claims Filing Limitation	12 months from date of service for all providers
Eligible Persons	<p>Active Employees, Retirees and spouses.</p> <ul style="list-style-type: none"> <li>• Dependent children up to the end of the month they turn age 26</li> <li>• Incapacitated dependents, no age limit (if incapacitated &amp; deemed as such by EBD prior to attaining age 19).</li> </ul>
Waiting Period	Eligibility start date indicated and sent on eligibility file received.
Pre-existing conditions	No pre-existing condition clause applies.
COBRA	COBRA members are eligible. Will be sent on eligibility file.
Coordination of benefits	<ul style="list-style-type: none"> <li>• Birthday Rule</li> </ul>

	<ul style="list-style-type: none"> <li>Standard (Magellan pays lesser of A. balance of the service, or B. amount that would have been paid if Magellan was primary)</li> </ul>
Coordination with Medicare	<p>Magellan is primary for active employees.</p> <p>Medicare is primary for Medicare eligible retirees.</p>
Termination of Benefits:	<p>Termination dates will be sent on the eligibility files.</p> <p>Term records sent for employees will also terminate benefits for all dependents.</p>
Out of Pocket (stop-loss)	None
Lifetime Maximum	None
Benefit Year	Calendar
Plan Deductible	<p>\$400 Ind/\$800 Family. Shared with other carriers</p> <p>Only labs and ABA are subject to annual deductible.</p>
Out of Pocket Maximum	<p>Calendar year</p> <p>\$2000/\$4000</p>
Autism Spectrum Disorders Including Applied Behavioral Analysis (ABA)	<p>Effective 10/12/2014 active, effective 10/1/2014 retiree.</p> <p>October 1, 2015 for persons retiring from the State Police enlisted unit on or after October 1, 1987 that are non-Medicare eligible,</p> <p>October 11, 2015 for MSPTA active employees, and</p> <p>January 1, 2016 for persons retiring from the State Police enlisted unit on or after October 1, 1987 that are Medicare eligible.</p> <p>Subject to plan deductible. 90% in network, 80% out of network</p>
Coverage for Autism	<p><u>Annual Maximums</u></p> <p>\$50,000 through 6 years of age</p> <p>\$40,000 for ages 7 through 12</p> <p>\$30,000 for ages 13 through 18</p>

Outpatient MH	In-Network	<ul style="list-style-type: none"> <li>• 10% copay with certification.</li> <li>• Provider receives 90% reimbursement w/cert.</li> <li>• Provider receives 50% reimbursement w/o cert.</li> </ul>
	Out of Network	<ul style="list-style-type: none"> <li>• 50% of allowed amount (HIAA)</li> <li>• No authorization required for 50% reimbursement.</li> </ul>
Outpatient SA - \$3500 calendar year maximum benefit.	In-Network	<ul style="list-style-type: none"> <li>• 10% copay with certification.</li> <li>• Provider receives 90% reimbursement w/cert.</li> <li>• Provider received 50% reimbursement w/o cert.</li> </ul>
	Out of Network	<ul style="list-style-type: none"> <li>• 50% of allowed amount (HIAA)</li> <li>• No authorization required for 50% reimbursement.</li> </ul>
Inpatient MH – 365 days/year	<ul style="list-style-type: none"> <li>• 365 days per calendar year for both INN and OON</li> </ul>	
	In-Network	<ul style="list-style-type: none"> <li>• \$0 copay with or without a certification</li> <li>• Provider receives 100% reimbursement w/ cert.</li> <li>• Provider receives 50% reimbursement w/o cert.</li> </ul>
	Out of Network	<ul style="list-style-type: none"> <li>• 50% up to 365 days per year (allowed amount or billed charges; whichever is less)</li> </ul>
Inpatient SA	<ul style="list-style-type: none"> <li>• Up to 28 days per treatment period; maximum of two periods per calendar year.</li> <li>• SA treatment periods must be separated by at least 60 days (either in or out of network). If a member relapses soon after discharge a second inpatient may be included as the same treatment period but combined cannot exceed the 28 day total. Second SA treatment period is renewable after 60days from the date of discharge.</li> <li>• Prior client approval required to waive 60-day separation.</li> </ul>	
	In-	<ul style="list-style-type: none"> <li>• \$0 copay with or without a certification</li> </ul>

	<table border="1"> <tr> <td>Network</td> <td> <ul style="list-style-type: none"> <li>• Provider receives 100% reimbursement w/ cert.</li> <li>• Provider receives 50% reimbursement w/o cert.</li> </ul> </td> </tr> <tr> <td>Out of Network</td> <td> <ul style="list-style-type: none"> <li>• 50% up to 365 days per year (allowed amount or billed charges; whichever is less)</li> </ul> </td> </tr> </table>	Network	<ul style="list-style-type: none"> <li>• Provider receives 100% reimbursement w/ cert.</li> <li>• Provider receives 50% reimbursement w/o cert.</li> </ul>	Out of Network	<ul style="list-style-type: none"> <li>• 50% up to 365 days per year (allowed amount or billed charges; whichever is less)</li> </ul>
Network	<ul style="list-style-type: none"> <li>• Provider receives 100% reimbursement w/ cert.</li> <li>• Provider receives 50% reimbursement w/o cert.</li> </ul>				
Out of Network	<ul style="list-style-type: none"> <li>• 50% up to 365 days per year (allowed amount or billed charges; whichever is less)</li> </ul>				
Detox	<ul style="list-style-type: none"> <li>• Substance Abuse/Sub acute detox is covered and is included in the normal annual limits. (Sub acute services should be billed with a 19X revenue code.)</li> <li>• All detox services are covered under IP benefits, including ambulatory and outpatient detox. These are paid at 100%. Acute detox is covered under the medical benefits.</li> </ul>				
Alternative Levels of Care Payment Rules	<ul style="list-style-type: none"> <li>• Residential – 1:1 to inpatient (Substance Abuse Only)</li> <li>• Halfway House – 2:1 to inpatient</li> <li>• Partial Hospital – 2:1 to inpatient</li> <li>• IOP –2:1 to inpatient</li> </ul>				
Psychological Testing	<ul style="list-style-type: none"> <li>• 90% of allowed rates with prior certification</li> <li>• 50% if not certified (of allowed amount or billed charges, whichever is less).</li> <li>• No distinction between in/out of network.</li> </ul>				
Neuropsychological Testing	<ul style="list-style-type: none"> <li>• If resultant diagnosis is mental health pay as above. If diagnosis is medical, don't pay.</li> </ul>				
ECT	<ul style="list-style-type: none"> <li>• Outpatient – OP ECT will pay as one partial hospital day at 100% of the allowed rate, if pre-certified.</li> <li>• Anesthesiologist is paid at 100% of billed charges for IP and OP ECT, if pre-certified.</li> <li>• Hospital, psychiatrist and other associated costs pay at 100% of allowed amount if pre-certified; pay at 50% of allowed rate if not pre-certified.</li> <li>• Anesthesia will pay 50% of billed charges for IP and OP ECT if not pre-certified.</li> <li>• OP ECT will pay at 50% if not pre-certified.</li> </ul>				

	<ul style="list-style-type: none"> <li>• All OP ECT costs pay out of the partial hospital benefit.</li> </ul>
Emergency Room	<p>Paid as part of per diem if patient is admitted to hospital with a MH or SA Diagnosis to the same facility.</p> <p>All others are processed by medical carrier, BCBSM.</p>
Laboratory Expense:	Labs have a 10% co-pay and are subject to the plan deductible.
Ambulance	<ul style="list-style-type: none"> <li>• Covered at 100% of allowed amount with certified admission. Primary diagnoses must be MH/SA.</li> <li>• Ambulance charges associated with a hospital and reported on UB92 or HCFA 1500 are paid at 100%, i.e. transfer from on facility to another.</li> <li>• For other ambulance charges, i.e. transport from home; the plan pays the first \$25.00 and then 90% of the balance.</li> </ul>
Excluded Services	<ul style="list-style-type: none"> <li>• Residential Mental Health</li> <li>• rTMS</li> <li>• Telehealth</li> <li>• Biofeedback</li> <li>• Services provided by practitioners not designated as eligible providers</li> <li>• Hypnotherapy</li> <li>• Guided imagery</li> <li>• Marital counseling</li> <li>• Psychodrama</li> <li>• Sex therapy, including therapy for sexual dysfunction or therapy related in any way to gender identity disorders or inter sex surgery.</li> <li>• Art therapy</li> <li>• Recreation therapy</li> <li>• Behavior modification, including habitual behaviors such as compulsive gambling</li> <li>• Counseling for vocational, academic, or education purposes</li> </ul>

	<ul style="list-style-type: none"> <li>• Court-ordered psychotherapy, including substance abuse</li> <li>• Services received at private residences</li> <li>• Phone consultations or therapeutic phone questions</li> <li>• Music therapy</li> </ul>
--	--

Usual and Customary rates	Magellan Standard – 80 <sup>th</sup> percentile MD's & PhD's, 75% of 80th percentile for other degree levels.	
Diagnosis Codes.		
Included Codes	See Attached MSP with ICD-10 codes	
Excluded Codes:	See Attached MSP with ICD-10 codes	
	<b>UB-92 screen needs to be completed for all services billed on a UB-92.</b>	
	V-Codes are covered for initial evaluations only.	

# DSM-5/ICD-10CM Mixed Services Protocol

## Category Designation:

Coverage is provided by Magellan when behavioral health specialist providers provide medically necessary and appropriate behavioral health specialty services for behavioral health diagnoses. This list provides guidance on which diagnoses are considered covered behavioral health diagnoses. Some diagnoses are covered by the med/surg carrier and some diagnoses are either not included or are excluded from the member's insurance benefit. It should be noted that behavioral health disorders or conditions that are coded "1" here are not included in our usual capitation rate.

Category 0 = covered by Magellan (**only when behavioral health services are provided by a behavioral health specialist**)

Category 1 = generally not covered by Magellan (either a common specific exclusion in the member insurance benefit contract or is a condition or transient situation rather than a mental disorder)

Category 2 = not covered by Magellan; submit to med/surg carrier for determination and coverage

## Blue shading notes ICD-10 codes not included in DSM-5



*Note: (1) Psychiatric Diagnostic Evaluation or Initial E&M code will pay one (1) visit for claims in any category ( 1,2 ) when the service is medically necessary and appropriate and provided by a behavioral health specialist.*

## Category Designation Effective after October 1, 2015\*\*

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Neurodevelopmental Disorders				
Intellectual Disabilities				

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Intellectual Disability (Intellectual Developmental Disorder)</b>	319		Specify current severity	
Mild		F70		1
Moderate		F71		1
Severe		F72		1
Profound		F73		1
Other Intellectual Disabilities		F78		1
<b>Global Developmental Delay</b>	315.8	F88		1
<b>Unspecified Intellectual Disability (Intellectual Developmental Disorder)</b>	319	F79		1
<b>Communication Disorders</b>				1
Specific Developmental Disorder of Speech & Language		F80		1
Expressive Language Disorder		F80.1		1
Mixed receptive-expressive language disorder		F80.2		1
Speech and language development delay due to hearing loss		F80.4		1
Other developmental disorders of speech and language		F80.8		1
Adult onset fluency disorder		F98.5		1
Mixed receptive-expressive language disorder	315.32	H93.25		1
Language Disorder	315.39	F80.9		1
Speech Sound Disorder	315.39	F80.0		1
Childhood-Onset Fluency Disorder (Stuttering)	315.35	F80.81		1
Social (Pragmatic) Communication Disorder	315.39	F80.89		1
Unspecified Communication Disorder	307.9	F80.9		1
Alexia	315.01	R48.0		1
Alexia and dyslexia	784.61	R48.0		1
Specific developmental disorders of scholastic skills		F81		1
Other developmental disorders of scholastic skills		F81.89		1

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Other developmental disorders of scholastic skills		F81.89 F81.8		1 1
Developmental disorders of scholastic skills, unspecified		F81.9		1
Autism Spectrum Disorder				1
Pervasive developmental disorders		F84		1
Rett's syndrome		F84.2		1
Other childhood disintegrative disorder		F84.3		1
Asperger's syndrome		F84.3		1
Other pervasive developmental disorder		F84.3		1
Pervasive developmental disorder, unspecified		F84.9		1
Autism Spectrum Disorder	299.00	F84.0	Specify current severity based on social communication impairments and restricted, repetitive patterns of behavior	1
			Specify if:  With or without accompanying intellectual impairment  With or without accompanying language impairment  Associated with a known medical or genetic condition or environmental factor  Associated with another neurodevelopmental, mental, or behavioral disorder  With catatonia	
Attention-Deficit/Hyperactivity Disorders		F90		0
Attention-Deficit/Hyperactivity Disorder				

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Combined presentation	314.01	F90.2		0
Predominantly inattentive presentation	314.00	F90.0		0
Predominantly hyperactive/impulsive presentation	314.01	F90.1	Specify if: In partial remission  Specify current severity: Mild, Moderate, Severe	0
Attention Deficit/Hyperactivity Disorder, other type		F90.8		0
Attention Deficit/Hyperactivity Disorder, unspecified type		F90.9		0
Specific Learning Disorder				
Specific Learning Disorder			Specify current severity: Mild, Moderate, Severe	
With impairment in reading	315.00	F81.0	Specify if with word reading accuracy, reading rate or fluency, reading comprehension	1
With impairment in written expression	315.2	F81.81	Specify if with spelling accuracy, grammar and punctuation accuracy, clarity or organization of written expression	1
With impairment in mathematics	315.1	F81.2	Specify if with number sense, memorization of arithmetic facts, accurate or fluent calculation, accurate math reasoning	1
Motor Disorders				
Developmental Coordination Disorder	315.4	F82		1

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Stereotypic Movement Disorder	307.3	F98.4	Specify if: With self-injurious behavior, without self-injurious behavior  Specify if: Associated with a known medical or genetic condition, neurodevelopmental disorder, or environmental factor  Specify current severity: Mild, Moderate, Severe	0
Tic Disorders		F95		0
Tourette's Disorder	307.23	F95.2		0
Persistent (Chronic) Motor or Vocal Tic Disorder	307.22	F95.1	Specify if: With motor tics only, With vocal tics only	0
Provisional Tic Disorder	307.21	F95.0		0
Other Specified Tic Disorder	307.20	F95.8		0
Unspecified Tic Disorder	307.20	F95.9		0
Other Neurodevelopmental Disorders				
Other Specified Neurodevelopmental Disorder	315.8	F88		1
Unspecified Neurodevelopmental Disorder	315.9	F89		1
Schizophrenia Spectrum and Other Psychotic Disorders				
Schizotypal (Personality) Disorder				

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Delusional Disorder	297.1	F22	Specify whether:  Erotomanic type  Grandiose type  Jealous type  Persecutory type  Somatic type  Mixed type  Unspecified type  Specify if:  With bizarre content  Specify if:  First episode, currently in acute episode  First episode, currently in partial remission  First episode, currently in full remission  Multiple episodes, currently in acute episode  Multiple episodes, currently in partial remission  Multiple episodes, currently in full remission  Continuous  Unspecified  Specify current severity	0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Brief Psychotic Disorder	298.8	F23	Specify if:  With marked stressor(s)  Without marked stressor(s)  With postpartum onset  Specify if:  With catatonia  Specify current severity	0
Schizophrenia		F20		0
Paranoid schizophrenia		F20.0		0
Disorganized schizophrenia		F20.1		0
Catatonic schizophrenia		F20.2		0
Undifferentiated schizophrenia		F20.3		0
Residual schizophrenia		F20.5		0
Other schizophrenia		F20.89		0
Other schizophrenia		F20.8		0
Schizophreniform Disorder	295.40	F20.81	Specify if:  With good prognostic features  Without good prognostic features  Specify if:  With catatonia  Specify current severity	0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Schizophrenia	295.90	F20.9	Specify if:  First episode, currently in acute episode  First episode, currently in partial remission  First episode, currently in full remission  Multiple episodes, currently in acute episode  Multiple episodes, currently in partial remission  Multiple episodes, currently in full remission  Continuous  Unspecified  Specify if:  With catatonia  Specify current severity	0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Schizoaffective Disorder			Specify if: With catatonia Specify if: First episode, currently in acute episode First episode, currently in partial remission First episode, currently in full remission Multiple episodes, currently in acute episode Multiple episodes, currently in partial remission Multiple episodes, currently in full remission Continuous Unspecified Specify current severity	0
Shared psychotic disorder		F24		0
Bipolar type	295.70	F25.0		0
Depressive type	295.70	F25.1		0
Schizoaffective disorders		F25		0
Other schizoaffective disorders		F25.8		0
Schizoaffective disorder, unspecified		F25.9		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Substance/Medication-Induced Psychotic Disorder			See specific substances for codes  With onset during intoxication  With onset during withdrawal  Specify current severity	0
Alcohol	291.9			0
With use disorder, mild		F10.159		0
With use disorder, moderate or severe		F10.259		0
Without use disorder		F10.959		0
Cannabis	292.9			0
With use disorder, mild		F12.159		0
With use disorder, moderate or severe		F12.259		0
Without use disorder		F12.959		0
Phencyclidine	292.9			0
With use disorder, mild		F16.159		0
With use disorder, moderate or severe		F16.259		0
Without use disorder		F16.959		0
Other Hallucinogen	292.9			0
With use disorder, mild		F16.159		0
With use disorder, moderate or severe		F16.259		0
Without use disorder		F16.959		0
Inhalant	292.9			0
With use disorder, mild		F18.159		0
With use disorder, moderate or severe		F18.259		0
Without use disorder		F18.959		0
Sedative, hypnotic, or anxiolytic	292.9			0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
With use disorder, mild		F13.159		0
With use disorder, moderate or severe		F13.259		0
Without use disorder		F13.959		0
Amphetamine (or other stimulant)	292.9			0
With use disorder, mild		F15.159		0
With use disorder, moderate or severe		F15.259		0
Without use disorder		F15.959		0
Cocaine	292.9			0
With use disorder, mild		F14.159		0
With use disorder, moderate or severe		F14.259		0
Without use disorder		F14.959		0
Other (or unknown) substance	292.9			0
With use disorder, mild		F19.159		0
With use disorder, moderate or severe		F19.259		0
Without use disorder		F19.959		0
Psychotic Disorder Due to Another Medical Condition			Specify current severity	
With delusions	293.81	F06.2		0
Without delusions	293.82	F06.0		0
Catatonia				
Catatonia Associated with Another Mental Disorder (Catatonia Specifier)	293.89	F06.1		0
Catatonia Disorder Due to Another Medical Condition	293.89	F06.1		0
Unspecified Catatonia			Code first 781.99 (R29.818) followed by 293.89 (F06.1)	0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Other Specified Schizophrenia Spectrum and Other Psychotic Disorder	298.8	F28	Examples – Persistent auditory hallucinations, Delusions with significant overlapping mood episodes, Attenuated psychosis symptoms, Delusional symptoms in partner of individual with delusional disorder	0
Unspecified Schizophrenia Spectrum and Other Psychotic Disorder	298.9	F29		0
<b>Bipolar and Related Disorders</b>				
Manic episode		F30		0
Manic episode without psychotic symptoms, unspecified		F30.10		0
Manic episode without psychotic symptoms, mild		F30.11		0
Manic episode without psychotic symptoms, moderate		F30.12		0
Manic episode, severe, without psychotic symptoms		F30.13		0
Manic episode, severe, with psychotic symptoms		F30.2		0
Manic episode in partial remission		F30.3		0
Manic episode in full remission		F30.4		0
Other manic episodes		F30.8		0
Manic episode, unspecified		F30.9		0
Manic episode without psychotic symptoms		F30.1		0
Bipolar disorder		F31		0
Bipolar disorder, current manic episode without psychotic features, unspecified		F31.10		0
Bipolar disorder, current episode depressed, mild or moderate severity, unspecified		F31.30		0
Bipolar disorder, current episode mixed, unspecified		F31.60		0
Bipolar disorder, current episode mixed, mild		F31.61		0
Bipolar disorder, current episode mixed, moderate		F31.62		0
Bipolar disorder, current episode mixed, severe		F31.63		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Bipolar disorder, current episode mixed, severe with psychotic features		F31.64		0
Bipolar disorder, currently in remission, most recent episode unspecified		F31.70		0
Bipolar disorder, currently in partial remission, most recent episode hypomanic		F31.71		0
Bipolar disorder, currently in full remission, most recent episode hypomanic		F31.72		0
Bipolar disorder in partial remission, most recent episode, mixed		F31.77		0
Bipolar disorder, currently in full remission, most recent episode, mixed		F31.78		0
Bipolar disorder, current episode manic without psychotic features		F31.1		0
Bipolar disorder, current episode depressed, mild or moderate severity		F31.5		0
Bipolar disorder, current episode mixed		F31.6		0
Bipolar disorder, currently in remission		F31.7		0
Other bipolar disorders		F31.8		0
<b>Bipolar I Disorder</b>			With anxious distress With mixed features With rapid cycling With melancholic features With atypical features With mood-congruent psychotic features With mood-incongruent psychotic features With catatonia With peripartum onset With seasonal pattern	0
<b>Bipolar I Disorder, Current or most recent episode depressed</b>				
In full remission	296.56	F31.76		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
In partial remission	296.55	F31.75		0
Mild	296.51	F31.31		0
Moderate	296.52	F31.32		0
Severe	296.53	F31.4		0
With psychotic features	296.54	F31.5		0
Unspecified	296.50	F31.9		0
<b>Bipolar I Disorder, Current or most recent episode hypomanic</b>	296.40	F31.0		0
In full remission	296.46	F31.74		0
In partial remission	296.45	F31.73		0
Unspecified	296.40	F31.9		0
<b>Bipolar I Disorder, Current or most recent episode manic</b>				
In full remission	296.46	F31.74		0
In partial remission	296.45	F31.73		0
Mild	296.41	F31.11		0
Moderate	296.42	F31.12		0
Severe	296.43	F31.13		0
With psychotic features	296.44	F31.2		0
Unspecified	296.40	F31.9		0
<b>Bipolar I Disorder, Current or most recent episode unspecified</b>	296.7	F31.9		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Bipolar II Disorder</b>	296.89	F31.81	With anxious distress With mixed features With rapid cycling With mood-congruent psychotic features With mood-incongruent psychotic features With catatonia With peripartum onset With seasonal pattern	0
<b>Bipolar II Disorder</b>	296.89	F31.81	Specify current or most recent episode:  Hypomanic  Depressed  Specify if:  With anxious distress  With mixed features	0
<b>Cyclothymic Disorder</b>	301.13	F34.0	Specify if:  With anxious distress	0
<b>Substance/Medication-Induced Bipolar and Related Disorder</b>			Specify if:  With onset during intoxication  With onset during withdrawal	0
Alcohol	291.89			0
With use disorder, mild		F10.14		0
With use disorder, moderate or severe		F10.24		0
Without use disorder		F10.94		0
Phencyclidine	292.84			0
With use disorder, mild		F16.14		0
With use disorder, moderate or severe		F16.24		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Without use disorder		F16.94		0
Other Hallucinogen	292.84			0
With use disorder, mild		F16.14		0
With use disorder, moderate or severe		F16.24		0
Without use disorder		F16.94		0
Sedative, hypnotic, or anxiolytic	292.84			0
With use disorder, mild		F13.14		0
With use disorder, moderate or severe		F13.24		0
Without use disorder		F13.94		0
Amphetamine (or other stimulant)	292.84			0
With use disorder, mild		F15.14		0
With use disorder, moderate or severe		F15.24		0
Without use disorder		F15.94		0
Cocaine	292.84			0
With use disorder, mild		F14.14		0
With use disorder, moderate or severe		F14.24		0
Without use disorder		F14.94		0
Other (or unknown) substance	292.84			0
With use disorder, mild		F19.14		0
With use disorder, moderate or severe		F19.24		0
Without use disorder		F19.94		0
<b>Bipolar and Related Disorder due to Another Medical Condition</b>	293.83			0
With manic features		F06.33		0
With manic- or hypomanic-like episodes		F06.33		0
With mixed features		F06.34		0
<b>Other Specified Bipolar and Related Disorder</b>	296.89	F31.89		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Unspecified Bipolar and Related Disorder</b>	296.89	F31.9		0
<b>Depressive Disorders</b>				
<b>Disruptive Mood Dysregulation Disorder</b>	269.99	F34.8		0
Major depressive disorder, recurrent		F33		0
Major depressive disorder, recurrent in remission, unspecified		F33.40		0
Other recurrent depressive disorders		F33.8		0
Major depressive disorder, recurrent, in remission		F33.4		0
<b>Major Depressive Disorder, Recurrent Episode</b>			Specify current severity	
In full remission	296.36	F33.42		0
In partial remission	296.35	F33.41		0
Mild	296.31	F33.0		0
Moderate	296.32	F33.1		0
Severe	296.33	F33.2		0
With psychotic features	296.34	F33.3		0
Unspecified	296.30	F33.9		0
Major depressive disorder, single episode		F32		0
<b>Major Depressive Disorder, Single Episode</b>			Specify current severity	
In full remission	296.26	F32.5		0
In partial remission	296.25	F32.4		0
Mild	296.21	F32.0		0
Moderate	296.22	F32.1		0
Severe	296.23	F32.2		0
With psychotic features	296.24	F32.3		0
Unspecified	296.20	F32.9		0
<b>Persistent Depressive Disorder (Dysthymia)</b>	300.4	F34.1		0
Persistent mood [affective] disorders		F34		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Persistent mood [affective] disorder, unspecified		F34.9		0
Unspecified mood [affective] disorder		F39		0
<b>Premenstrual Dysphoric Disorder</b>	625.4	N94.3		0
<b>Substance/Medication-Induced Depressive Disorder</b>			See specific substances for codes  With onset during intoxication  With onset during withdrawal	
Alcohol	291.89			0
With use disorder, mild		F10.14		0
With use disorder, moderate or severe		F10.24		0
Without use disorder		F10.94		0
Phencyclidine	292.84			0
With use disorder, mild		F16.14		0
With use disorder, moderate or severe		F16.24		0
Without use disorder		F16.94		0
Other Hallucinogen	292.84			0
With use disorder, mild		F16.14		0
With use disorder, moderate or severe		F16.24		0
Without use disorder		F16.94		0
Inhalant	292.84			0
With use disorder, mild		F18.14		0
With use disorder, moderate or severe		F18.24		0
Without use disorder		F18.94		0
Opioid	292.84			0
With use disorder, mild		F11.14		0
With use disorder, moderate or severe		F11.24		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Without use disorder		F11.94		0
Sedative, hypnotic, or anxiolytic	292.84			0
With use disorder, mild		F13.14		0
With use disorder, moderate or severe		F13.24		0
Without use disorder		F13.94		0
Amphetamine (or other stimulant)	292.84			0
With use disorder, mild		F15.14		0
With use disorder, moderate or severe		F15.24		0
Without use disorder		F15.94		0
Cocaine	292.84			0
With use disorder, mild		F14.14		0
With use disorder, moderate or severe		F14.24		0
Without use disorder		F14.94		0
Other (or unknown) substance	292.84			0
With use disorder, mild		F19.14		0
With use disorder, moderate or severe		F19.24		0
Without use disorder		F19.94		0
<b>Depressive disorder due to another medical condition</b>	293.83		Specifier	0
With depressive features		F06.31		0
With major depressive-like episode		F06.32		0
With mixed features		F06.34		0
<b>Other Specified Depressive Disorder</b>	311	F32.8		0
<b>Unspecified Depressive Disorder</b>	311	F32.9		0
<b>Mood disorder due to known physiological condition</b>		F06.3		
Mood disorder due to known physiological condition, unspecified		F06.30		
<b>Anxiety Disorders</b>				

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Separation Anxiety Disorder</b>	309.21	F93.0		0
<b>Selective Mutism</b>	312.23	F94.0		0
<b>Specific Phobia</b>			Specify	0
Animal	300.29	F40.218		0
Blood-injection-injury			Specify	0
Fear of blood		F40.230		0
Fear of injections and transfusions		F40.231		0
Fear of injury		F40.233		0
Fear of other medical care		F40.232		0
Natural environment		F40.228		0
Other		F40.298		0
Situational		F40.248		0
Phobic anxiety disorders		F40		0
Agoraphobia with panic-disorder		F40.01		0
Agoraphobia without panic-disorder		F40.02		0
Social phobia, generalized		F40.11		0
Arachnophobia		F40.210		0
Fear of thunderstorms		F40.220		0
Claustrophobia		F40.240		0
Acrophobia		F40.241		0
Fear of bridges		F40.242		0
Fear of flying		F40.243		0
Androphobia		F40.290		0
Gynephobia		F40.291		0
Other phobic anxiety disorders		F40.8		0
Phobic anxiety disorder, unspecified		F40.9		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Agoraphobia		F40.0		0
Social phobias		F40.1		0
Specific (isolated) phobias		F40.2		0
Animal type phobia		F40.21		0
Natural environment type phobia		F40.22		0
Blood, injection, injury typed phobia		F40.23		0
Situational type phobia		F40.24		0
Other specified phobia		F40.29		0
<b>Social Anxiety Disorder (Social Phobia)</b>	300.23	F40.10		0
<b>Panic Disorder</b>	300.01	F41.0		0
<b>Panic Attack Specifier</b>				
<b>Agoraphobia</b>	300.22	F40.00		0
Other anxiety disorders		F41		0
Other mixed anxiety disorders		F41.3		0
<b>Generalized Anxiety Disorder</b>	300.02	F41.1		0
<b>Substance/Medication-Induced Anxiety Disorder</b>			Specify substance class  With onset during intoxication  With onset during withdrawal  With onset after medication use	0
Alcohol	291.89			0
With use disorder, mild		F10.180		0
With use disorder, moderate or severe		F10.280		0
Without use disorder		F10.980		0
Caffeine	292.89			0
With use disorder, mild		F15.180		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
With use disorder, moderate or severe		F15.280		0
Without use disorder		F15.980		0
Cannabis	292.89			0
With use disorder, mild		F12.180		0
With use disorder, moderate or severe		F12.280		0
Without use disorder		F12.980		0
Phencyclidine	292.89			0
With use disorder, mild		F16.180		0
With use disorder, moderate or severe		F16.280		0
Without use disorder		F16.980		0
Other Hallucinogen	292.89			0
With use disorder, mild		F16.180		0
With use disorder, moderate or severe		F16.280		0
Without use disorder		F16.980		0
Inhalant	292.89			0
With use disorder, mild		F18.180		0
With use disorder, moderate or severe		F18.280		0
Without use disorder		F18.980		0
Opioid	292.89			0
With use disorder, mild		F11.188		0
With use disorder, moderate or severe		F11.288		0
Without use disorder		F11.988		0
Sedative, hypnotic, or anxiolytic	292.89			0
With use disorder, mild		F13.180		0
With use disorder, moderate or severe		F13.280		0
Without use disorder		F13.980		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Amphetamine (or other stimulant)	292.89			0
With use disorder, mild		F15.180		0
With use disorder, moderate or severe		F15.280		0
Without use disorder		F15.980		0
Cocaine	292.89			0
With use disorder, mild		F14.180		0
With use disorder, moderate or severe		F14.280		0
Without use disorder		F14.980		0
Other (or unknown) substance	292.89			0
With use disorder, mild		F19.180		0
With use disorder, moderate or severe		F19.280		0
Without use disorder		F19.980		0
<b>Anxiety Disorder Due to Another Medical Condition</b>	293.84	F06.4		0
<b>Other Specified Anxiety Disorder</b>	300.09	F41.8		0
<b>Unspecified Anxiety Disorder</b>	300.00	F41.9		0
<b>Unspecified acute reaction to stress</b>	308.9	F45.7		0
<b>Tension Headache</b>	307.81	G44.209		1
<b>Tension type headache, unspecified</b>	339.10	G44.209		1
<b>Obsessive-Compulsive and Related Disorders</b>				
<b>Obsessive-Compulsive Disorders</b>	300.3	F42	Specify if:  With good or fair insight  With poor insight  With absent insight/delusional beliefs  Specify if:  Tic-related	0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Body Dysmorphic Disorder</b>	300.7	F45.22	Specify if:  With muscle dysmorphia  Specify if:  With good or fair insight  With poor insight  With absent insight/delusional beliefs	0
<b>Hoarding Disorder</b>	300.3	F42	Specify if:  With excessive acquisition  Specify if:  With good or fair insight  With poor insight  With absent insight/delusional beliefs	0
<b>Trichotillomania (Hair-Pulling Disorder)</b>	312.39	F63.2		0
<b>Excoriation (Skin-Picking) Disorder</b>	698.4	L98.1	Dermatology code	0
<b>Substance/Medication-Induced Obsessive-Compulsive and Related Disorder</b>			Specify substance class  With onset during intoxication  With onset during withdrawal  With onset after medication use	0
Amphetamine (or other stimulant)	292.89			0
With use disorder, mild		F15.188		0
With use disorder, moderate or severe		F15.288		0
Without use disorder		F15.988		0
Cocaine	292.89			0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
With use disorder, mild		F14.188		0
With use disorder, moderate or severe		F14.288		0
Without use disorder		F14.988		0
Other (or unknown) substance	292.89			0
With use disorder, mild		F19.188		0
With use disorder, moderate or severe		F19.288		0
Without use disorder		F19.988		0
<b>Obsessive-Compulsive and Related Disorder Due to Another Medical Condition</b>	294.8	F06.8	Specify if:  With obsessive-compulsive disorder-like symptoms  With appearance preoccupations  With hoarding symptoms  With hair-pulling symptoms  With skin-picking symptoms	0
<b>Other Specified Obsessive-Compulsive and Related Disorder</b>	300.3	F42		0
<b>Unspecified Obsessive-Compulsive and Related Disorder</b>	300.3	F42		0
<b>Trauma- and Stressor-Related Disorders</b>				
<b>Reactive Attachment Disorder</b>	313.89	F94.1	Specify if persistent and current severity	0
<b>Disinhibited Social Engagement Disorder</b>	313.89	F94.2	Specify if persistent and current severity	0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Posttraumatic Stress Disorder</b>	309.81	F43.10	Specify whether:  With dissociative symptoms  Depersonalization  Derealization  Specify if:  With delayed expression	0
<b>Acute Stress Disorder</b>	308.3	F43.0		0
Reaction to severe stress and adjustment disorder		F43		0
Post-traumatic stress disorder, acute		F43.11		0
Post-traumatic stress disorder, chronic		F43.12		0
Adjustment disorder with other symptoms		F43.29		0
Post-traumatic stress disorder (PTSD)		F43.1		0
Adjustment disorders		F43.2		0
<b>Adjustment Disorders</b>				
With depressed mood	309.0	F43.21		0
With anxiety	309.24	F43.22		0
With mixed anxiety and depressed mood	309.28	F43.23		0
With disturbance of conduct	309.3	F43.24		0
With mixed disturbance of emotions and conduct	309.4	F43.25		0
Unspecified	309.9	F43.20		0
<b>Other Specified Trauma- and Stressor-Related Disorder</b>	309.89	F43.8		0
<b>Unspecified Trauma- Stressor-Related Disorder</b>	309.9	F43.9		0
<b>Dissociative Disorders</b>				
<b>Dissociative Identity Disorder</b>	300.14	F44.81		0
<b>Dissociative Amnesia</b>	300.12	F44.0		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Depersonalization/Derealization Disorder</b>	300.6	F48.1		0
<b>Other Specified Dissociative Disorder</b>	300.15	F44.89		0
<b>Unspecified Dissociative Disorder</b>	300.15	F44.9		0
Dissociative and conversion disorders		F44		0
Dissociative fugue		F44.1		0
Dissociative stupor		F44.2		0
Other dissociative and conversion disorders		F44.8		0
<b>Somatic Symptom and Related Disorders</b>				
Somatoform disorder		F45		0
Somatization disorder		F45.0		0
Hypochondriacal disorder, unspecified		F45.20		0
Other hypochondriacal disorders		F45.29		0
Pain disorder exclusively related to psychological factors		F45.40		0
Pain disorder with related psychological factors		F45.42		0
Hypochondriacal disorders		F45.2		0
Pain disorders related to psychological factors		F45.4		0
<b>Somatic Symptom Disorder</b>	300.82	F45.1	Specify if:  With predominant pain  Specify if:  Persistent  Specify current severity:  Mild  Moderate  Severe	0
<b>Illness Anxiety Disorder</b>	300.7	F45.21	Specify whether:  Care-seeking type  Care-avoidant type	0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Conversion Disorder (Functional Neurological Symptom Disorder)</b>	300.11		Specify symptom type  Specify if: Acute episode Persistent  Specify if: With psychological stressor Without psychological stressor	0
With weakness or paralysis		F44.4		0
With abnormal movement		F44.4		0
With swallowing symptoms		F44.4		0
With speech symptoms		F44.4		0
With attacks or seizures		F44.5		0
With anesthesia or sensory loss		F44.6		0
With special sensory symptom		F44.6		0
With mixed symptoms		F44.7		0
<b>Psychological Factors Affecting Other Medical Conditions</b>	316	F54	Specify current severity:  Mild  Moderate  Severe  Extreme	0
<b>Factitious Disorder</b>		F68.1		
<b>Factitious Disorder</b>	300.19	F68.10	Specify:  Single episode  Recurrent episodes	0
<b>Factitious disorder with predominantly psychological signs and symptoms</b>		F68.11		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Factitious disorder with predominantly physical signs and symptoms</b>		F68.12		0
<b>Factitious disorder with a combination of psychological and physical signs and symptoms</b>		F68.13		0
<b>Factitious Disorder Imposed on Another (previously Factitious Disorder by proxy)</b>			Specify: Single episode Recurrent episodes	0
<b>Other Specified Somatic Symptom and Related Disorder</b>	300.89	F45.8		0
<b>Unspecified Somatic Symptom and Related Disorder</b>	300.82	F45.9		0
Other nonpsychotic mental disorders		F48		0
Pseudobulbar affect		F48.2		0
Other specified nonpsychotic mental disorders		F48.8		0
Nonpsychotic mental disorder, unspecified		F48.9		0
<b>Feeding and Eating Disorders</b>		F50		
<b>Pica</b>	307.52		Specify if: In remission	
In children		F98.3		0
In adults		F50.8		0
<b>Rumination Disorder</b>	307.53	F98.21	Specify if: In remission	0
<b>Avoidant/Restrictive Food Intake Disorder</b>	307.59	F50.8	Specify if: In remission	0
<b>Anorexia Nervosa</b>	307.1	F50.0	Specify if In partial remission In full remission Specify current severity: Mild, Moderate, Severe, Extreme	0
Anorexia nervosa, unspecified		F50.00		0
Restricting type		F50.01		0
Binge-eating/purging type		F50.02		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Bulimia Nervosa</b>	307.51	F50.2	Specify if  In partial remission  In full remission  Specify current severity: Mild, Moderate, Severe, Extreme	0
<b>Binge-Eating Disorder</b>	307.51	F50.8	Specify if  In partial remission  In full remission  Specify current severity: Mild, Moderate, Severe, Extreme	0
<b>Other Specified Feeding or Eating Disorder</b>	307.59	F50.8	Examples of presentation – Atypical anorexia nervosa, Bulimia nervosa (of low frequency and/or limited duration, Binge-eating disorder (of low frequency and/or limited duration, Purging disorder, Night eating syndrome	0
<b>Unspecified Feeding or Eating Disorder</b>	307.50	F50.9		0
<b>Other feeding disorders of infancy and childhood</b>		F98.2		0
<b>Other feeding disorder of infancy and early childhood</b>		F98.29		0
<b>Elimination Disorders</b>				
<b>Enuresis</b>	307.6	F98.0	Specify whether: Nocturnal only, Diurnal only, Nocturnal and diurnal	0
<b>Encopresis</b>	307.7	F98.1	Specify whether: With constipation and overflow incontinence, without constipation and overflow incontinence	0
Other Specified Elimination Disorder				
With urinary symptoms	788.39	N39.498		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
With fecal symptoms	787.60	R15.9		0
<b>Unspecified Elimination Disorder</b>				
With urinary symptoms	788.30	R32		0
With fecal symptoms	787.60	R15.9		0
<b>Sleep-Wake Disorders</b>				
<b>Insomnia Disorder</b>	780.52	G47.00	Specify if:  With non-sleep disorder mental comorbidity  With other medical conditions  With other sleep disorders  Specify if: Episodic, Persistent or Recurrent	2
<b>Hypersomnolence Disorder</b>	780.54	G47.10	Specify if:  With non-sleep disorder mental comorbidity  With other medical conditions  With other sleep disorders  Specify if: Acute, Subacute, Persistent  Specify current severity: Mild, Moderate, Severe	2
<b>Narcolepsy</b>			Specify current severity: Mild, Moderate, Severe	
Narcolepsy without cataplexy but with hypocretin deficiency	347.00	G47.419		2
Narcolepsy with cataplexy but without hypocretin deficiency	347.01	G47.411		2
Autosomal dominant cerebellar ataxia, deafness and narcolepsy	347.00	G47.419		2
Autosomal dominant narcolepsy, obesity, and type 2 diabetes	347.00	G47.419		2
Narcolepsy secondary to another medical condition	347.10	G47.429		2

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Breathing-Related Sleep Disorders</b>			Specify current severity: Mild, Moderate, Severe	
<b>Obstructive Sleep Apnea Hypoapnea</b>	327.23	G47.33		2
<b>Central Sleep Apnea</b>			Specify current severity: Severity of central sleep apnea is graded according to the frequency of the breathing disturbance as well as the extent of associated oxygen desaturation and sleep fragmentation that occur as a consequence of repetitive respiratory disturbance.	2
Idiopathic central sleep apnea	327.21	G47.31	Idiopathic central sleep apnea	2
Cheyne-Stokes breathing	786.04	R06.3	Cheyne-Stokes breathing	2
Central sleep apnea comorbid with opioid use	780.57	G47.37	Central sleep apnea comorbid with opioid use	2
<b>Sleep-Related Hypoventilation</b>			Specify current severity: Severity is graded according to the degree of hypoxemia and hypercarbia present during sleep and evidence of end organ impairment due to these abnormalities (e.g., right-sided heart failure). The presence of blood gas abnormalities during wakefulness is an indicator of greater severity.	
Idiopathic hypoventilation	327.24	G47.34		2
Congenital central alveolar hypoventilation	327.25	G47.35		2
Comorbid sleep-related hypoventilation	327.26	G47.36		2
<b>Circadian Rhythm Sleep-Wake Disorders</b>			Specify if: Episode, Persistent, Recurrent	

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Delayed sleep phase type	307.45	G47.21	Specify if Familial  Specify if Overlapping with non-24-hour sleep-wake type	2
Advanced sleep phase type	307.45	G47.22	Specify if Familial	2
Irregular sleep-wake type	307.45	G47.23		2
Non-24-hour sleep-wake type	307.45	G47.24		2
Shift work type	307.45	G47.26		2
Unspecified type	307.45	G47.20		2
Sleep disorders not due to a substance or known physiological condition		F51		2
Insomnia not due to a substance or known physiological condition		F51.0		2
Primary insomnia		F51.01		2
Adjustment insomnia		F51.02		2
Paradoxical insomnia		F51.03		2
Psychophysiologic insomnia		F51.04		0
Insomnia due to other mental disorder		F51.05		0
Other insomnia not due to a substance or known physiological condition		F51.09		2
Hypersomnia not due to a substance or known physiological condition		F51.1		2
Primary hypersomnia		F51.11		2
Insufficient sleep syndrome		F51.12		2
Hypersomnia due to other mental disorder		F51.13		0
Other hypersomnia not due to a substance or known physiological condition		F51.19		2
Other circadian rhythm sleep disorder	327.39	G47.29		2
<b>Parasomnias</b>				2
<b>Non-Rapid Eye Movement Sleep Arousal Disorder</b>				

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Sleepwalking type	307.46	F51.3	Specify if:  With sleep-related eating  With sleep-related sexual behavior (sexsomnia)	2
Sleep terror type	307.46	F51.4		2
<b>Nightmare Disorder</b>	307.47	F51.5	Specify if During sleep onset  Specify if:  With associated non-sleep disorder  With associated other medical condition  With associated other sleep disorder  Specify if: Acute, Subacute, Persistent  Specify current severity: Mild, Moderate, Severe	2
Other sleep disorders not due to a substance or known physiological condition		F51.8		2
Sleep disorder not due to a substance or known physiological condition, unspecified		F51.9		2
<b>Rapid Eye Movement Sleep Behavior Disorder</b>	327.42	G47.52		2
<b>Restless Legs Syndrome</b>	333.94	G25.81		2

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Substance/Medication-Induced Sleep Disorder</b>			Specify whether:  Insomnia type  Daytime sleepiness type  Parasomnia type  Mixed type  Specify if:  With onset during intoxication  With onset during discontinuation/withdrawal	0
Alcohol	291.82			0
With use disorder, mild		F10.182		0
With use disorder, moderate or severe		F10.282		0
Without use disorder		F10.982		2
Caffeine	292.85			1
With use disorder, mild		F15.182		1
With use disorder, moderate or severe		F15.282		1
Without use disorder		F15.982		2
Cannabis	292.85			0
With use disorder, mild		F12.188	With use disorder, mild	0
With use disorder, moderate or severe		F12.288	With use disorder, moderate or severe	0
Without use disorder		F12.988	Without use disorder	2
Opioid	292.85		Opioid	0
With use disorder, mild		F11.182	With use disorder, mild	0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
With use disorder, moderate or severe		F11.282	With use disorder, moderate or severe	0
Without use disorder		F11.982	Without use disorder	2
Sedative, Hypnotic, or anxiolytic	292.85		Sedative, Hypnotic, or anxiolytic	0
With use disorder, mild		F13.182	With use disorder, mild	0
With use disorder, moderate or severe		F13.282	With use disorder, moderate or severe	0
Without use disorder		F13.982	Without use disorder	2
Amphetamine (or other stimulant)	292.85		Amphetamine (or other stimulant)	0
With use disorder, mild		F15.182	With use disorder, mild	0
With use disorder, moderate or severe		F15.282	With use disorder, moderate or severe	0
Without use disorder		F15.982	Without use disorder	2
Cocaine	292.85		Cocaine	0
With use disorder, mild		F14.182	With use disorder, mild	0
With use disorder, moderate or severe		F14.282	With use disorder, moderate or severe	0
Without use disorder		F14.982	Without use disorder	2
Tobacco	292.85		Tobacco	1
With use disorder, mild		F12.188	With use disorder, mild	1

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
With use disorder, moderate or severe		F12.288	With use disorder, moderate or severe	1
Without use disorder		F12.988	Without use disorder	2
Other (or unknown) substance	292.85		Other (or unknown) substance	0
With use disorder, mild		F19.182	With use disorder, mild	0
With use disorder, moderate or severe		F19.282	With use disorder, moderate or severe	0
Without use disorder		F19.982	Without use disorder	2
<b>Other Specified Insomnia Disorder</b>	780.52	G47.09	Examples of presentation: Brief insomnia disorder  Restricted to non-restorative sleep	2
<b>Unspecified Insomnia Disorder</b>	780.52	G47.00		2
<b>Other Specified Hyper somnolence Disorder</b>	780.54	G47.19		2
<b>Unspecified Hyper somnolence Disorder</b>	780.54	G47.10		2
<b>Other Specified Sleep-Wake Disorder</b>	780.59	G47.8		2
<b>Unspecified Sleep-Wake Disorder</b>	780.59	G47.9		2
<b>Sexual Dysfunctions</b>				
			Specify whether lifelong, acquired, Specify whether generalized, situational, Specify current severity: mild, moderate, severe	
Sexual dysfunction not due to a substance or known physiological condition		F52		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Sexual aversion disorder		F52.1		0
Sexual arousal disorders		F52.2		0
Orgasmic disorder		F52.3		0
<b>Delayed ejaculation</b>	302.74	F52.32		0
<b>Erectile disorder</b>	302.72	F52.21		0
<b>Female Orgasmic Disorder</b>	302.73	F52.31	Specify if never experienced an orgasm under any situation	0
<b>Female Sexual Interest/Arousal Disorder</b>	302.72	F52.22		0
<b>Genito-pelvic Pain/Penetration Disorder</b>	302.76	F52.6		0
<b>Male Hypoactive Sexual Desire Disorder</b>	302.71	F52.0		0
<b>Premature (Early) Ejaculation</b>	302.75	F52.4		0
<b>Substance/Medication-Induced Sexual Dysfunction</b>			See criteria set and corresponding recording procedures for substance-specific codes and ICD coding.  Specify if: with onset during intoxication, with onset during withdrawal, with onset after medication use	
Vaginismus not due to a substance or known physiological condition		F52.5		0
<b>Other specified Sexual Dysfunction</b>	302.79	F52.6		0
Other sexual dysfunction not due to a substance or known physiological condition		F52.8		0
<b>Unspecified Sexual Dysfunction</b>	302.70	, R37		0
<b>Unspecified sexual dysfunction not due to a substance or known physiological condition</b>	302.70	F52.9		0
<b>Puerperal psychosis</b>		F53		0
<b>Gender Dysphoria</b>				
<b>Gender identity disorders</b>		F64		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Gender Dysphoria in Children</b>	<b>302.6</b>	F64.2	Specify if: with a disorder of sex development	0
<b>Gender Dysphoria in Adolescents and Adults</b>	302.85	F64.1	Specify if: with a disorder of sex development  Specify if: Post transition  Note: code the disorder of sex development if present, in addition to gender dysphoria	0
<b>Other Specified Gender Dysphoria</b>	302.6	F64.8		0
<b>Unspecified Gender Dysphoria</b>	302.6	F64.9		0
<b>Disruptive, Impulse Control and Conduct Disorders</b>				
<b>Oppositional Defiant Disorder</b>	313.81	F91.3	Specify current severity: Mild, Moderate, Severe	0
<b>Intermittent Explosive Disorder</b>	312.34	F63.81		0
<b>Other impulse disorders</b>		F63.8		
Conduct Disorder		F91		0
Conduct disorder confined to family context		F91.0		
Childhood-onset type	312.81	F91.1		0
Adolescent-onset type	312.32	F91.2		0
Unspecified onset	312.89	F91.9	Specify if With limited prosocial emotions  Specify current severity: Mild, Moderate, Severe	0
<b>Antisocial Personality Disorder</b>	301.7	F60.2		1
<b>Impulse Disorders</b>		F63		0
<b>Pyromania</b>	312.33	F63.1		0
<b>Kleptomania</b>	312.32	F63.3		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Other impulse disorders</b>		F63.89		0
<b>Impulse disorder, unspecified</b>		F63.9		0
<b>Other Specified Disruptive, Impulse-Control, and Conduct Disorder</b>	312.89	F91.8		0
<b>Unspecified Disruptive, Impulse-Control, and Conduct Disorder</b>	312.9	F91.9		0
<b>Emotional Disorders with onset specific to childhood</b>		F93		0
<b>Other childhood emotional disorders</b>		F93.8		0
<b>Childhood emotional disorder, unspecified</b>		F93.9		0
<b>Disorders of social functioning with onset specific to childhood and adolescence</b>		F94		0
<b>Other childhood disorders of social functioning</b>		F94.8		0
<b>Childhood disorder of social functioning, unspecified</b>		F94.9		0
<b>Other behavioral and emotional disorders with onset usually occurring in childhood and adolescence</b>		F98.8		0
<b>Unspecified behavioral or emotional disorders with onset usually occurring in childhood and adolescence</b>		F98.9		0
<b>Substance-Related and Addictive Disorders</b>				
<b>Alcohol-Related Disorders</b>		F10		0
<b>Alcohol Use Disorder</b>			Specify current severity	0
Mild	305.00	F10.10		0
Moderate	303.90	F10.20		0
Severe	303.90	F10.20		0
Alcohol use unspecified		F10.9		1
Alcohol use unspecified with intoxication		F10.92		1
Alcohol use unspecified with intoxication		F10.920		1
Alcohol use unspecified with delirium		F10.921		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Alcohol use unspecified with alcohol induced psychotic disorder		F10.95		0
Alcohol use unspecified with alcohol induced psychotic disorder with delusions		F10.950		0
Alcohol use unspecified with alcohol induced psychotic disorder with hallucinations		F10.951		0
Alcohol use unspecified with alcohol induced persistent amnesic disorder		F10.96		2
Alcohol use unspecified with alcohol induced persisting dementia		F10.97		2
Alcohol use unspecified with other alcohol induced disorders		F10.98		0
Alcohol use unspecified with alcohol use sexual dysfunction		F10.981		0
Alcohol use unspecified with other alcohol induced disorder		F10.988		0
<b>Alcohol Intoxication</b>	303.00			2
With use disorder, mild		F10.129		0
With use disorder, moderate or severe		F10.229		0
Without use disorder		F10.929		2
Alcohol abuse		F10.1		1
Alcohol abuse with intoxication		F10.12		1
Alcohol abuse with intoxication, uncomplicated		F10.120		1
Alcohol abuse with intoxication delirium		F10.121		0
Alcohol abuse with alcohol-induced psychotic disorder		F10.25		0
Alcohol abuse with alcohol-induced psychotic disorder with delusions		F10.150		0
Alcohol abuse with alcohol-induced psychotic disorder with hallucinations		F10.151		0
Alcohol abuse with other alcohol-induced disorders		F10.18		0
Alcohol abuse with alcohol-induced sexual dysfunction		F10.181		2
Alcohol abuse with other alcohol-induced disorder		F10.19		0
Alcohol abuse with unspecified alcohol-induced disorder		F10.19		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Alcohol withdrawal</b>	291.81			0
Without perceptual disturbances		F10.239		0
With perceptual disturbances		F10.232		0
<b>Alcohol dependence</b>		F10.2		0
Alcohol dependence in remission		F10.21		0
Alcohol dependence with intoxication		F10.220		0
Alcohol dependence with intoxication delirium		F10.221		0
Alcohol dependence with withdrawal		F10.23		0
Alcohol dependence with withdrawal, uncomplicated		F10.230		0
Alcohol dependence with withdrawal delirium		F10.231		0
Alcohol dependence with alcohol-induced psychotic disorder		F10.25		0
Alcohol dependence with alcohol-induced psychotic disorder with delusions		F10.250		0
Alcohol dependence with alcohol-induced psychotic disorder with hallucinations		F10.251		0
Alcohol dependence with alcohol-induced persisting amnesic disorder		F10.26		0
Alcohol dependence with alcohol-induced persisting dementia		F10.27		0
Alcohol dependence with other alcohol-induced disorders		F10.28		0
Alcohol dependence with alcohol-induced sexual dysfunction		F10.281		0
Alcohol dependence with other alcohol-induced disorder		F10.288		0
Alcohol dependence with unspecified alcohol-induced disorder		F10.29		0
<b>Other Alcohol-induced Disorders</b>	No code available	No code available		0
<b>Unspecified Alcohol-Related Disorder</b>	291.9	F10.99		0
<b>Caffeine-Related Disorders</b>				
Caffeine Intoxication	305.90	F15.929		0
Caffeine withdrawal	292.0	F15.93		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Other Caffeine-related Disorders	No code available	No code available		0
<b>Cannabis-Related Disorders</b>		F12		
Cannabis use unspecified		F12.9		1
Cannabis use uncomplicated		F12.90		1
Cannabis use unspecified with intoxication		F12.92		1
Cannabis use uncomplicated with intoxication, uncomplicated		F12.920		1
Cannabis use uncomplicated with intoxication delirium		F12.921		0
Cannabis use unspecified with psychotic disorder		F12.95		0
Cannabis use uncomplicated with psychotic disorder with delusions		F12.950		0
Cannabis use with psychotic disorder with hallucinations		F12.951		0
Cannabis use unspecified with other cannabis-induced disorder		F12.98		0
Cannabis abuse		F12.1		0
Cannabis abuse with intoxication		F12.12		0
Cannabis abuse with intoxication		F12.120		0
Cannabis abuse with intoxication delirium		F12.121		0
Cannabis abuse with psychotic disorder		F12.15		0
Cannabis abuse with psychotic disorder with delusions		F12.150		0
Cannabis abuse with psychotic disorder with hallucinations		F12.151		0
Cannabis abuse with other cannabis-induced disorder		F12.18		0
Cannabis abuse with unspecified cannabis-induced disorder		F12.19		0
Cannabis dependence		F12.2		0
Cannabis dependence, episodic use	304.32	F12.20		0
Cannabis dependence		F12.21		0
Cannabis dependence with intoxication		F12.22		0
Cannabis dependence with intoxication		F12.220		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Cannabis dependence with intoxication delirium		F12.221		0
Cannabis dependence with psychotic disorder		F12.25		0
Cannabis dependence with psychotic disorder with delusions		F12.250		0
Cannabis dependence with psychotic disorder with hallucinations		F12.251		0
Cannabis dependence with other cannabis-induced disorder		F12.28		0
Cannabis dependence with unspecified cannabis-induced disorder		F12.29		0
<b>Cannabis Use Disorder</b>			Specify current severity	
Mild	305.20	F12.10		0
Moderate	305.30	F12.20		0
Severe	305.30	F12.20		0
<b>Cannabis Intoxication</b>	292.89			0
Without perceptual disturbances				
With Use Disorder, mild		F12.129		0
With Use Disorder, moderate or severe		F12.229		0
Without Use Disorder		F12.929		1
With perceptual disturbances				
With Use Disorder, mild		F12.122		0
With Use Disorder, moderate or severe		F12.222		0
Without Use Disorder		F12.922		0
<b>Cannabis Withdrawal</b>	292.0	F12.288		0
<b>Other Cannabis-Induced Disorders</b>	No code available	No code available		1
<b>Unspecified Cannabis-Related Disorder</b>	292.9	F12.99		0
<b>Hallucinogen-Related Disorders</b>		F16		0
Hallucinogen abuse with intoxication uncomplicated		F16.120		0
Hallucinogen abuse with intoxication with delirium		F16.121		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Hallucinogen abuse with intoxication with perceptual disturbance		F16.122		0
Hallucinogen abuse with psychotic disorder with delusions		F16.150		0
Hallucinogen abuse with psychotic disorder with hallucinations		F16.151		0
Hallucinogen abuse with hallucinogen persisting perception disorder		F16.183		0
Hallucinogen abuse with other hallucinogen-induced disorder		F16.188		0
Hallucinogen abuse with unspecified hallucinogen-induced disorder		F16.19		0
Hallucinogen dependence in remission		F16.21		0
Hallucinogen dependence with intoxication uncomplicated		F16.220		0
Hallucinogen dependence with intoxication with delirium		F16.221		0
Hallucinogen dependence with psychotic disorder with delusions		F16.250		0
Hallucinogen dependence with psychotic disorder with hallucinations		F16.251		0
Hallucinogen dependence with hallucinogen persisting perception disorder		F16.283		0
Hallucinogen dependence with other hallucinogen-induced disorder		F16.288		0
Hallucinogen dependence with unspecified hallucinogen-induced disorder		F16.29		0
Hallucinogen use unspecified		F16.9		0
Hallucinogen use unspecified with intoxication		F16.920		0
Hallucinogen use with intoxication with delirium		F16.921		0
Hallucinogen use unspecified with hallucination induced psychotic disorder with delusions		F16.950		0
Hallucinogen use unspecified with hallucination induced psychotic disorder		F16.951		0
Hallucinogen use unspecified with hallucination induced anxiety disorder		F16.988		0
Hallucinogen abuse		F16.1		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Hallucinogen abuse with intoxication		F16.12		0
Hallucinogen abuse with hallucinogen-induced psychotic disorder		F16.15		0
Hallucinogen abuse with other hallucinogen-induced disorder		F16.18		0
Hallucinogen dependence		F16.2		0
Hallucinogen dependence with intoxication		F16.22		0
Hallucinogen dependence with psychotic disorder		F16.25		0
Hallucinogen dependence with other hallucinogen-induced disorder		F16.28		0
Hallucinogen use unspecified		F16.9		0
Hallucinogen use unspecified with intoxication		F16.92		0
Hallucinogen use unspecified with hallucination induced psychotic disorder		F16.95		0
Hallucinogen use unspecified with other specified hallucination induced disorder		F16.98		0
<b>Phencyclidine Use Disorder</b>			Specify current severity	
Mild	305.90	F16.10		0
Moderate	304.60	F16.20		0
Severe	304.60	F16.20		0
<b>Other Hallucinogen Use Disorder</b>			Specify particular hallucinogen Specify current severity	
Mild	305.30	F16.10		0
Moderate	305.50	F16.20		0
Severe	305.50	F16.20		0
<b>Phencyclidine Intoxication</b>	292.89			
With Use Disorder, mild		F16.129		0
With Use Disorder, moderate or severe		F16.229		0
Without Use Disorder		F16.929		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Other Hallucinogen Intoxication</b>	292.89			
With Use Disorder, mild		F16.129		0
With Use Disorder, moderate or severe		F16.229		0
Without Use Disorder		F16.929		0
<b>Hallucinogen Persisting Perception Disorder</b>	292.89	F16.983		0
<b>Other Phencyclidine-Induced Disorders</b>	No code available	No code available		0
<b>Other Hallucinogen-Induced Disorders</b>	No code available	No code available		0
<b>Unspecified Phencyclidine-Related Disorder</b>	292.9	F16.99		0
<b>Unspecified Hallucinogen-Related Disorder</b>	292.9	F16.99		0
Inhalant-Related Disorders		F18		0
<b>Inhalant Use Disorder</b>			Specify the particular inhalant and Specify current severity	
Mild	305.90	F18.10		0
Moderate	304.60	F18.20		0
Severe	304.60	F18.20		0
Opioid Use Unspecified		F11.9		1
Opioid Use unspecified uncomplicated		F11.90		1
Opioid use unspecified with intoxication		F11.92		1
Opioid use unspecified with intoxication uncomplicated		F11.920		1
Opioid use unspecified with intoxication delirium		F11.921		0
Opioid use unspecified with intoxication with perceptual disturbance		F11.93		0
Opioid use unspecified with opioid induced psychotic disorder		F11.95		0
Opioid use unspecified with opioid-induced psychotic disorder with delusions		F11.950		0
Opioid use unspecified with opioid-induced psychotic disorder with hallucinations		F11.951		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Opioid use unspecified with opioid-induced psychotic disorder unspecified		F11.959		0
Opioid use unspecified with other specified opioid-induced disorder		F11.98		0
Opioid use unspecified with opioid-induced sexual dysfunction		F11.981		0
<b>Inhalant Intoxication</b>	292.89			0
With Use Disorder, mild		F18.129		0
With Use Disorder, moderate or severe		F18.229		0
Without Use Disorder		F18.929		0
<b>Other Inhalant-Induced Disorders</b>				
<b>Unspecified Inhalant-Related Disorder</b>	292.9			0
Inhalant abuse with intoxication-uncomplicated		F18.120		0
Inhalant abuse with intoxication delirium		F18.121		0
Inhalant abuse with inhalant-induced psychotic disorder with delusions		F18.150		0
Inhalant abuse with inhalant-induced psychotic disorder with hallucinations		F18.151		0
Inhalant abuse with inhalant-induced dementia		F18.17		0
Inhalant abuse with other inhalant-induced disorder		F18.188		0
Inhalant abuse with unspecified inhalant-induced disorder		F18.19		0
Inhalant dependence in remission		F18.21		0
Inhalant dependence with intoxication-uncomplicated		F18.220		0
Inhalant dependence with intoxication delirium		F18.221		0
Inhalant dependence with inhalant-induced psychotic disorder with delusions		F18.250		0
Inhalant dependence with inhalant-induced psychotic disorder with hallucinations		F18.251		0
Inhalant dependence with inhalant-induced dementia		F18.27		0
Inhalant abuse with other inhalant-induced disorder		F18.188		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Inhalant abuse with unspecified inhalant-induced disorder		F18.19		0
Inhalant dependence in remission		F18.21		0
Inhalant dependence with intoxication-uncomplicated		F18.220		0
Inhalant dependence with intoxication delirium		F18.221		0
Inhalant dependence with inhalant-induced psychotic disorder with delusions		F18.250		0
Inhalant dependence with inhalant-induced psychotic disorder with hallucinations		F18.251		0
Inhalant dependence with inhalant-induced dementia		F18.27		0
Inhalant dependence with other inhalant-induced dementia		F18.288		0
Inhalant dependence with unspecified inhalant-induced disorder		F18.29		0
Inhalant use-uncomplicated		F18.90		0
Inhalant use unspecified with intoxication-uncomplicated		F18.920		0
Inhalant use unspecified with intoxication with delirium		F18.921		0
Inhalant use unspecified with inhalant-induced psychotic disorder with delusions		F18.950		0
Inhalant use unspecified with inhalant-induced psychotic disorder with hallucinations		F18.951		0
Inhalant use unspecified with inhalant-induced persisting dementia		F18.97		0
Inhalant use unspecified with other inhalant-induced disorder		F18.988		0
Inhalant use unspecified with unspecified inhalant-induced disorder		F18.99		0
Inhalant abuse		F18.1		0
Inhalant abuse with intoxication		F18.12		0
Inhalant abuse with inhalant-induced psychotic disorder		F18.15		0
Inhalant abuse with other inhalant-induced disorders		F18.18		0
Inhalant dependence		F18.2		0
Inhalant dependence with intoxication		F18.22		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Inhalant dependence with inhalant-induced psychotic disorder		F18.25		0
Inhalant dependence with other inhalant-induced disorders		F18.28		0
Inhalant use-unspecified		F18.9		0
Inhalant use unspecified with intoxication		F18.92		0
Inhalant use unspecified with inhalant-induced psychotic disorder		F18.95		0
Inhalant use unspecified with other inhalant-induced disorder		F18.98		0
<b>Opioid-Related Disorders</b>		F11		
<b>Opioid Use Disorder</b>			Specify of on maintenance therapy, In a controlled environment. Specify current severity	
Mild	305.50	F11.10		0
Moderate	304.00	F11.20		0
Severe	304.00	F11.20		0
<b>Opioid Intoxication</b>	292.89			0
Without perceptual disturbances				
With Use Disorder, mild		F11.129		0
With Use Disorder, moderate or severe		F11.229		0
Without Use Disorder		F11.929		2
With perceptual disturbances				
With Use Disorder, mild		F11.122		0
With Use Disorder, moderate or severe		F11.222		0
Without Use Disorder		F11.922		0
Opioid abuse		F11.1		0
Opioid abuse with intoxication		F11.12		0
Opioid abuse with intoxication, unspecified		F11.120		0
Opioid abuse with intoxication delirium		F11.121		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Opioid abuse with opioid-induced psychotic disorder		F11.15		0
Opioid abuse with opioid-induced psychotic disorder with delusions		F11.150		0
Opioid abuse with opioid-induced psychotic disorder with hallucinations		F11.151		0
Opioid abuse with unspecified opioid-induced disorder		F11.19		0
Opioid abuse with other opioid-induced disorder		F11.18		0
<b>Opioid Withdrawal</b>	292.0	F11.23		0
Opioid dependence		F11.21		0
Opioid dependence with intoxication		F11.22		0
Opioid dependence with intoxication		F11.220		0
Opioid dependence with intoxication delirium		F11.221		0
Opioid dependence with opioid-induced psychotic disorder		F11.25		0
Opioid dependence with opioid-induced psychotic disorder with delusions		F11.250		0
Opioid dependency with opioid-induced psychotic disorder with hallucinations		F11.251		0
Opioid dependence with opioid-induced psychotic disorder unspecified		F11.259		0
Opioid dependence with other opioid-induced disorder		F11.28		0
Opioid dependence with opioid-induced sexual dysfunction		F11.281		0
Opioid dependence with unspecified opioid-induced disorder		F11.29		0
<b>Other Opioid-Induced Disorders</b>				0
<b>Unspecified Opioid-Related Disorders</b>	292.9	F11.99		0
<b>Sedative-, Hypnotic-, or Anxiolytic-Related Disorders</b>		F13		
<b>Sedative, Hypnotic or Anxiolytic Use Disorder</b>			Specify current severity	
Mild	305.40	F13.10		0
Moderate	304.10	F13.20		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Severe	304.10	F13.20		0
Sedative, Hypnotic, or Anxiolytic abuse with intoxication, uncomplicated		F13.120		0
Sedative, Hypnotic, or Anxiolytic abuse with intoxication delirium		F13.121		0
<b>Sedative, Hypnotic, or Anxiolytic Intoxication</b>	292.89			0
With Use Disorder, mild		F13.129		0
With Use Disorder, moderate or severe		F13.229		0
Without Use Disorder		F13.929		0
Sedative, Hypnotic, or Anxiolytic abuse with psychotic disorder with delusions		F13.150		0
Sedative, Hypnotic, or Anxiolytic abuse with psychotic disorder with hallucinations		F13.151		0
Sedative, Hypnotic, or Anxiolytic abuse with Sedative, Hypnotic, or Anxiolytic-induced sexual dysfunction		F13.181		0
Sedative, Hypnotic, or Anxiolytic abuse with other Sedative, Hypnotic, or Anxiolytic-induced disorder		F13.188		0
Sedative, Hypnotic, or Anxiolytic abuse with unspecified Sedative, Hypnotic, or Anxiolytic-induced disorder		F13.19		0
Sedative, Hypnotic, or Anxiolytic dependence in remission		F13.21		0
Sedative, Hypnotic, or Anxiolytic dependence with intoxication, uncomplicated		F13.220		0
Sedative, Hypnotic, or Anxiolytic dependence with intoxication delirium		F13.221		0
Sedative, Hypnotic, or Anxiolytic dependence with withdrawal, uncomplicated		F13.230		0
Sedative, Hypnotic, or Anxiolytic dependence with withdrawal delirium		F13.231		0
Sedative, Hypnotic, or Anxiolytic dependence with withdrawal with perceptual disturbance		F13.232		0
Sedative, Hypnotic, or Anxiolytic dependence with withdrawal, unspecified		F13.239		0
Sedative, Hypnotic, or Anxiolytic dependence with psychotic disorder with delusions		F13.250		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Sedative, Hypnotic, or Anxiolytic dependence with psychotic disorder with hallucinations		F13.251		0
Sedative, Hypnotic, or Anxiolytic dependence with persisting amnesic disorder		F13.26		0
Sedative, Hypnotic, or Anxiolytic dependence with persisting dementia		F13.27		0
Sedative, Hypnotic, or Anxiolytic dependence with sexual dysfunction		F13.281		0
Sedative, Hypnotic, or Anxiolytic dependence with other Sedative, Hypnotic, or Anxiolytic related disorder		F13.288		0
Sedative, Hypnotic, or Anxiolytic dependence with unspecified Sedative, Hypnotic or Anxiolytic use disorder		F13.29		0
Sedative, Hypnotic, or Anxiolytic use		F13.90		0
Sedative, Hypnotic, or Anxiolytic use unspecified with intoxication, uncomplicated		F13.920		0
Sedative, Hypnotic, or Anxiolytic use unspecified with intoxication, with delusions		F13.921		0
Sedative, Hypnotic, or Anxiolytic use unspecified with intoxication, with withdrawal, uncomplicated		F13.930		0
Sedative, Hypnotic, or Anxiolytic use unspecified with intoxication, with withdrawal with delirium		F13.931		0
Sedative, Hypnotic, or Anxiolytic use unspecified with withdrawal with perceptual disturbance		F13.932		0
Sedative, Hypnotic, or Anxiolytic use unspecified with withdrawal unspecified		F13.939		0
Sedative, Hypnotic, or Anxiolytic use unspecified with Sedative, Hypnotic or Anxiolytic-induced psychotic disorder with delusions		F13.950		0
Sedative, Hypnotic, or Anxiolytic use unspecified with Sedative, Hypnotic or Anxiolytic-induced psychotic disorder with hallucinations		F13.951		0
Sedative, Hypnotic, or Anxiolytic use unspecified with Sedative, Hypnotic or Anxiolytic-induced persistent amnesic disorder		F13.96		0
Sedative, Hypnotic, or Anxiolytic use unspecified with Sedative, Hypnotic or Anxiolytic-induced persisting dementia		F13.97		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Sedative, Hypnotic, or Anxiolytic use unspecified with Sedative, Hypnotic or Anxiolytic-induced sexual dysfunction		F13.981		0
Sedative, Hypnotic, or Anxiolytic use unspecified with other Sedative, Hypnotic or Anxiolytic-induced disorder		F13.988		0
Sedative, Hypnotic, or Anxiolytic use unspecified with unspecified Sedative, Hypnotic or Anxiolytic-induced disorder		F13.99		0
Sedative, Hypnotic, or Anxiolytic related abuse		F13.1		0
Sedative, Hypnotic, or Anxiolytic related abuse with intoxication		F13.12		0
Sedative, Hypnotic, or Anxiolytic related abuse with Sedative, Hypnotic, or Anxiolytic-related psychotic disorder		F13.15		0
Sedative, Hypnotic, or Anxiolytic abuse with other Sedative, Hypnotic, or Anxiolytic-induced disorders		F13.18		0
Sedative, Hypnotic, or Anxiolytic dependence		F13.2		0
Sedative, Hypnotic, or Anxiolytic dependence with intoxication		F13.22		0
Sedative, Hypnotic, or Anxiolytic dependence with withdrawal		F13.23		0
Sedative, Hypnotic, or Anxiolytic dependence with psychotic disorder		F13.25		0
Sedative, Hypnotic, or Anxiolytic dependence with other Sedative, Hypnotic, or Anxiolytic-induced disorder		F13.28		0
Sedative, Hypnotic, or Anxiolytic-related use, unspecified		F13.9		0
Sedative, Hypnotic, or Anxiolytic-related use, unspecified with intoxication		F13.92		0
Sedative, Hypnotic, or Anxiolytic-related use, unspecified with withdrawal		F13.93		0
Sedative, Hypnotic, or Anxiolytic-related use, unspecified with Sedative, Hypnotic, or Anxiolytic-induced psychotic disorder		F13.95		0
Sedative, Hypnotic, or Anxiolytic-related use, unspecified with other Sedative, Hypnotic, or Anxiolytic-induced disorders		F13.98		0
<b>Stimulant-Related Disorders</b>				
<b>Stimulant Use Disorder</b>			Specify current severity	
Mild				
Amphetamine-type substance	305.70	F15.10		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Cocaine	305.60	F14.10		0
Other Unspecified Stimulant	305.70	F15.10		0
Moderate				
Amphetamine-type substance	304.40	F15.282		0
Cocaine	304.20	F14.20		0
Other Unspecified Stimulant	304.40	F15.20		0
Severe			Cocaine abuse with intoxication with delirium	
Amphetamine-type substance	304.40	F15.282		0
Cocaine	304.20	F14.20		0
Cocaine dependence, continuous use	304.21	F14.20		0
Other Unspecified Stimulant	304.40	F15.20		0
<b>Stimulant Intoxication</b>	292.89		Specify the specific intoxicant	0
Cocaine abuse with intoxication		F14.120		0
<b>Amphetamine or other stimulant, Without perceptual disturbances</b>	292.89			0
Cocaine	305.60	F14.10		0
With use disorder, mild		F15.129		0
With use disorder, moderate or severe		F15.229		0
Without use disorder		F15.929		0
Cocaine, Without perceptual disturbances	292.89			0
With use disorder, mild		F14.129		0
With use disorder, moderate or severe		F14.229		0
Without use disorder		F14.929		1
Amphetamine or other stimulant, With perceptual disturbances	292.89			0
With use disorder, mild		F15.122		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
With use disorder, moderate or severe		F15.222		0
Without use disorder		F15.922		0
Cocaine, With perceptual disturbances	292.89			0
With use disorder, mild		F14.122		0
With use disorder, moderate or severe		F14.222		0
Without use disorder		F14.922		0
Cocaine abuse with intoxication with delusions		F14.150		0
Cocaine abuse with cocaine-induced psychotic disorder with hallucinations		F14.151		0
Cocaine depend with cocaine-induced psych disorder with delusions		F14.250		0
<b>Stimulant Withdrawal</b>	292.0		Specify the specific substance causing the withdrawal syndrome	0
Amphetamine or other stimulant		F15.23		0
Cocaine		F14.23		0
<b>Other Stimulant-Induced Disorders</b>				
<b>Unspecified Stimulant-Related Disorder</b>	292.9			0
<b>Other stimulant related disorders</b>		F15		0
Other stimulant abuse with intoxication, uncomplicated		F15.120		0
Other stimulant abuse with intoxication delirium		F15.121		0
Other stimulant abuse with stimulus-induced psychotic disorder with delusions		F15.150		0
Other stimulant abuse with stimulant-induced psychotic disorder with hallucinations		F15.151		0
Other stimulant abuse with stimulant-induced sexual dysfunction		F15.181		0
Other stimulant abuse with unspecified stimulant-induced disorder		F15.19		0
Other stimulant dependence in remission		F15.21		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Other stimulant dependence with intoxication uncomplicated		F15.220		0
Other stimulant dependence with intoxication delirium		F15.221		0
other stimulant dependence with stimulant-induced psychotic disorder with delusions		F15.250		0
Other stimulant dependence with stimulant-induced psychotic disorder with hallucinations		F15.251		0
Other stimulant dependence with stimulant-induced sexual dysfunction		F15.281		0
Other stimulant dependence with unspecified stimulant-induced disorder		F15.29		0
Other stimulant use unspecified, uncomplicated		F15.90		0
Other stimulant use unspecified with intoxication, uncomplicated		F15.920		0
Other stimulant use unspecified with intoxication and delirium		F15.921		0
Other stimulant use unspecified with stimulant induced psychotic disorder with delusions		F15.950		0
Other stimulant use unspecified with stimulant induced psychotic disorder with hallucinations		F15.951		0
Other stimulant use unspecified with stimulant induced sexual dysfunction		F15.981		0
Other stimulant abuse		F15.1		0
Other stimulant abuse with intoxication		F15.12		0
Other stimulant abuse with stimulant-induced psychotic disorder		F15.15		0
Other stimulant abuse with other stimulant-induced disorder		F15.18		0
Other stimulant dependence		F15.2		0
Other stimulant dependence with intoxication		F15.22		0
Other stimulant dependence with stimulant-induced psychotic disorder		F15.25		0
Other stimulant dependence with other stimulant-induced disorder		F15.28		0
Other stimulant use unspecified		F15.9		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Other stimulant use unspecified with intoxication		F15.92		0
Other stimulant use unspecified with stimulant use psychotic disorder		F15.95		0
Other stimulant use unspecified with other stimulant use disorder		F15.980		0
Amphetamine or other stimulant use		F15.99		0
Cocaine		F14.99		0
Cocaine abuse with cocaine-induced sexual dysfunction		F14.181		0
Cocaine abuse with cocaine-induced disorder		F14.19		0
Cocaine dependence		F14.21		0
Cocaine dependence with intoxication		F14.220		0
Cocaine dependence with intoxication delirium		F14.221		0
Cocaine dependence with cocaine-induced psychotic disorder with delusions		F14.250		0
Cocaine dependence with cocaine-induced psychotic disorder w hallucinations		F14.251		0
Cocaine dependence with cocaine-induced sexual dysfunction		F14.281		0
Cocaine dependence with unspecified cocaine-induced disorder		F14.29		0
Cocaine use-uncomplicated		F14.90		0
Cocaine use unspecified with intoxication, uncomplicated		F14.920		0
Cocaine use unspecified with intoxication with delirium		F14.921		0
Cocaine use unspecified with cocaine induced psychotic disorder with delusions		F14.950		0
Cocaine use unspecified with cocaine induced psychotic disorder with hallucinations		F14.951		0
Cocaine use		F14.981		0
Cocaine abuse		F14.1		0
Cocaine abuse with intoxication		F14.12		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Cocaine abuse with cocaine-induced psychotic disorder		F14.15		0
Cocaine abuse with other cocaine-induced disorder		F14.18		0
Cocaine dependence		F14.2		0
Cocaine dependence with intoxication		F14.22		0
Cocaine dependence with cocaine-induced psychotic disorder		F14.25		0
Cocaine dependence with other cocaine-induced disorder		F14.28		0
Cocaine use-unspecified		F14.9		0
Cocaine use-unspecified with intoxication		F14.92		0
Cocaine use unspecified with cocaine induced psychotic disorder		F14.95		0
Cocaine use Unspecified with other specified cocaine induced disorder		F14.98		0
<b>Tobacco-Related Disorders</b>				
<b>Tobacco Use Disorder</b>			Specify if on maintenance therapy, In a controlled environment	
			Specify current severity	
Mild	305.1	Z72.0		1
Moderate	305.1	F17.200		1
Severe	305.1	F17.200		1
<b>Tobacco Withdrawal</b>	292.0	F17.203		1
<b>Other Tobacco-Induced Disorders</b>				
Nicotine dependence		F17		1
Nicotine dependence unspecified in remission		F17.201		1
Nicotine dependence unspecified with other nicotine-induced disorder		F17.208		1
Nicotine dependence unspecified with unspecified nicotine-induced disorder		F17.209		1
Nicotine dependence, cigarettes, uncomplicated		F17.210		1

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Nicotine dependence, cigarettes in remission		F17.211		1
Nicotine dependence, cigarettes with withdrawal		F17.213		1
Nicotine dependence, cigarettes with other nicotine-induced disorder		F17.218		1
Nicotine dependence, cigarettes with unspecific nicotine-induced disorder		F17.219		1
Nicotine dependence, chewing tobacco, uncomplicated		F17.220		1
Nicotine dependence, chewing tobacco in remission		F17.221		1
Nicotine dependence, chewing tobacco with withdrawal		F17.223		1
Nicotine dependence, chewing tobacco with other nicotine-induced disorder		F17.228		1
Nicotine dependence, chewing tobacco with unspecific nicotine-induced disorder		F17.229		1
Nicotine dependence, other tobacco product, uncomplicated		F17.290		1
Nicotine dependence, other tobacco product in remission		F17.291		1
Nicotine dependence, other tobacco product with withdrawal		F17.293		1
Nicotine dependence, other tobacco product with other nicotine-induced disorder		F17.298		1
Nicotine dependence, other tobacco product wit unspecified nicotine-induced disorder		F17.299		1
Nicotine dependence		F17.2		1
Nicotine dependence-unspecified		F17.20		1
Nicotine dependence-cigarettes		F17.21		1
Nicotine dependence-chewing tobacco		F17.22		1
Nicotine dependence-other tobacco product		F17. 29		1
<b>Other (or Unknown) Substance-Related Disorders</b>				
<b>Other (or Unknown) Substance Use Disorder</b>			Specify current severity	
Mild	305.90	F19.10		0
Moderate	304.90	F19.20		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Severe	304.90	F19.20		0
Other (or Unknown) Substance Intoxication	292.89			0
With use disorder, mild		F19.129		0
With use disorder, moderate or severe		F19.229		0
Without use disorder		F19.929		0
Other (or Unknown) Substance Withdrawal	292.0	F19.239		0
Other (or Unknown) Substance-Induced Disorders				
Unspecified Other (or Unknown) Substance-Related Disorder	292.9	F19.99		0
Abuse of non-psychoactive substances		F55		1
Abuse of antacids		F55.0		1
Abuse of herbal or folk remedies		F55.1		1
Abuse of laxatives		F55.2		1
Abuse of steroids or hormones		F55.3		1
Abuse of vitamins		F55.4		1
Abuse of other non-psychoactive substances		F55.8		1
Other psychoactive substance related disorders		F19		0
Other psychoactive substance abuse with intoxication, uncomplicated		F19.120		0
Other psychoactive substance abuse with intoxication delirium		F19.121		0
Other psychoactive substance abuse with intoxication with perceptual disturbance		F19.122		0
Other psychoactive substance abuse with psychotic disorder with delusions		F19.150		0
Other psychoactive substance abuse with psychotic disorder with hallucinations		F19.151		0
Other psychoactive substance abuse with persistent amnesic disorder		F19.16		0
Other psychoactive substance abuse with persisting dementia		F19.17		0
Other psychoactive substance abuse with sexual dysfunction		F19.181		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Other psychoactive substance abuse with unspecified disorder		F19.19		0
Other psychoactive substance dependence in remission		F19.21		0
Other psychoactive substance dependence with intoxication, uncomplicated		F19.220		0
Other psychoactive substance dependence with intoxication delirium		F19.221		0
Other psychoactive substance dependence with intoxication with perceptual disturbance		F19.222		0
Other psychoactive substance dependence with withdrawal, uncomplicated		F19.230		0
Other psychoactive substance dependence with withdrawal delirium		F19.231		0
Other psychoactive substance dependence with withdrawal with perceptual disturbance		F19.232		0
Other psychoactive substance dependence with psychoactive substance-induced psychotic disorder with delusions		F19.250		0
Other psychoactive substance dependence with psychoactive substance-induced psychotic disorder with hallucinations		F19.251		0
Other psychoactive substance dependence with psychoactive substance-induced psychotic disorder with persistent amnesic disorder		F19.26		0
Other psychoactive substance dependence with psychoactive substance-induced psychotic disorder with persisting dementia		F19.27		0
Other psychoactive substance dependence with psychoactive substance-induced psychotic disorder with sexual disturbance		F19.281		0
Other psychoactive substance dependence with unspecified psychoactive substance-induced psychotic disorder		F19.29		0
Other psychoactive substance use, unspecified, uncomplicated		F19.90		0
Other psychoactive substance use, unspecified with intoxication, uncomplicated		F19.920		0
Other psychoactive substance use, unspecified with intoxication with delirium		F19.921		0
Other psychoactive substance use unspecified with intoxication unspecified with intoxication with perceptual disturbance		F19.922		0
Other psychoactive substance use, unspecified with withdrawal, uncomplicated		F19.930		0
Other psychoactive substance use unspecified, with withdrawal delirium		F19.931		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Other psychoactive substance use unspecified, with withdrawal with perceptual disturbance		F19.932		0
Other psychoactive substance use unspecified, with withdrawal unspecified		F19.939		0
Other psychoactive substance use unspecified, with psychoactive substance-induced disorder with delusions		F19.950		0
Other psychoactive substance use unspecified, with psychoactive substance-induced disorder with hallucinations		F19.951		0
Other psychoactive substance use unspecified, with psychoactive substance-induced disorder with persisting amnesic disorder		F19.96		0
Other psychoactive substance use unspecified, with psychoactive substance-induced disorder with persisting dementia		F19.97		0
Other psychoactive substance use unspecified, with psychoactive substance-induced disorder with sexual dysfunction		F19.981		0
Other psychoactive substance abuse		F19.1		0
Other psychoactive substance abuse with intoxication		F19.12		0
Other psychoactive substance abuse with psychotic disorder		F19.15		0
Other psychoactive substance abuse with other disorders		F19.18		0
Other psychoactive substance dependence		F19.2		0
Other psychoactive substance dependence with intoxication		F19.22		0
Other psychoactive substance dependence with withdrawal		F19.23		0
Other psychoactive substance dependence with psychotic disorder		F19.25		0
Other psychoactive substance dependence with other disorders		F19.28		0
Other psychoactive substance use, unspecified		F19.9		0
Other psychoactive substance use, unspecified, with intoxication		F19.92		0
Other psychoactive substance use, unspecified, with withdrawal		F19.93		0
Other psychoactive substance use, unspecified, with psychoactive substance-induced psychotic disorder		F19.95		0
Other psychoactive substance use, unspecified with other psychoactive substance-induced psychotic disorder		F19.98		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Non-Substance Related Disorders</b>				
<b>Gambling Disorder</b>	312.31	F63.0	Specify if: Episodic, Persistent  Specify current severity: mild, moderate, severe	1
<b>Neurocognitive Disorders</b>				
<b>Unspecified Neurocognitive Disorder</b>	799.59	R41.9		1
<b>Probable Major Neurocognitive Disorder due to Alzheimer's Disease</b>	331.0	G30.9	Covered only with behavioral disturbance	2
With behavioral disturbance	294.11	F02.81		0
Without behavioral disturbance	294.10	F02.80		1
<b>Possible Major Neurocognitive Disorder due to Alzheimer's Disease</b>	331.9	G31.9		1
<b>Mild Neurocognitive Disorder due to Alzheimer's disease</b>	331.83	G31.84		1
<b>Probable Major Neurocognitive Disorder due to Frontotemporal lobar degeneration</b>	331.19	G31.09		1
With behavioral disturbance	291.11	F02.81		0
Without behavioral disturbance	294.10	F02.80		1
<b>Possible Major Neurocognitive Disorder due to Frontotemporal lobar degeneration</b>	331.9	G31.9		1
<b>Mild Neurocognitive Disorder due to Frontotemporal lobar degeneration</b>	331.83	G31.84		1
<b>Probable Major Neurocognitive Disorder with Lewy Bodies</b>	331.82	G31.83		1
With behavioral disturbance	291.11	F02.81		0
Without behavioral disturbance	294.10	F02.80		1
<b>Possible Major Neurocognitive Disorder with Lewy Bodies</b>	331.9	G31.9		1
<b>Mild Neurocognitive Disorder with Lewy Bodies</b>	331.83	G31.84		1
<b>Probable Major Vascular Neurocognitive Disorder</b>	N/A	N/A	No additional medical code for vascular disease	
With behavioral disturbance	290.40	F01.51		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Without behavioral disturbance	290.40	F01.50		1
<b>Possible Major Vascular Neurocognitive Disorder</b>	331.9	G31.9		1
<b>Mild Vascular Neurocognitive Disorder</b>	331.83	G31.9		1
<b>Major Neurocognitive Disorder Due to Traumatic Brain Injury</b>	907.0	S06.2X9S		1
With behavioral disturbance	294.11	F02.81		0
Without behavioral disturbance	294.10	F02.80		1
<b>Mild Neurocognitive Disorder Due to Traumatic Brain Injury</b>	331.83	G31.84		1
<b>Major Neurocognitive Disorder due to HIV infection</b>	042	B20		1
With behavioral disturbance	290.40	F01.51		0
Without behavioral disturbance	290.40	F01.50		1
<b>Mild Neurocognitive Disorder due to HIV infection</b>	331.83	G31.84		1
<b>Major Neurocognitive Disorder due to Prior Disease</b>	046.79	A81.9		1
With behavioral disturbance	294.11	F02.81		0
Without behavioral disturbance	294.10	F02.80		1
<b>Mild Neurocognitive Disorder due to Prior Disease</b>	331.83	G31.84		1
<b>Major Neurocognitive Disorder Probably due to Parkinson's Disease</b>	332.0	G20		1
With behavioral disturbance	294.11	F02.81		0
Without behavioral disturbance	294.10	F02.80		1
<b>Major Neurocognitive Disorder Possibly due to Parkinson's Disease</b>	331.9	G31.9		1
<b>Mild Neurocognitive Disorder due to Parkinson's Disease</b>	331.83	G31.84		1
<b>Major Neurocognitive Disorder due to Huntington's Disease</b>	333.4	G10		2
With behavioral disturbance	294.11	F02.81		0
Without behavioral disturbance	294.10	F02.80		1
<b>Mild Neurocognitive Disorder due to Huntington's Disease</b>	331.83	G31.84		1

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Major Neurocognitive Disorder due to Another Medical Condition</b>	Code for other medical condition	Code for other medical condition		
With behavioral disturbance	294.11	F02.81		0
Without behavioral disturbance	294.10	F02.80		1
<b>Mild Neurocognitive Disorder due to Another Medical Condition</b>	331.83	G31.84		1
<b>Major Neurocognitive Disorder due to Multiple Etiologies</b>	Code first all medical conditions except vascular disease	Code first all medical conditions except vascular disease		
With behavioral disturbance	294.11	F02.81		0
Without behavioral disturbance	294.10	F02.80		1
<b>Mild Neurocognitive Disorder due to Multiple Etiologies</b>	331.83	G31.84		1
<b>Unspecified Neurocognitive Disorder</b>	799.59	R41.9		1
<b>Vascular dementia</b>		F01		2
Vascular dementia		F01.5		2
Dementia in other diseases classified elsewhere		F02		2
Dementia in other diseases classified elsewhere		F02.8		2
<b>Unspecified dementia</b>		F03		2
Unspecified dementia without behavioral disturbance		F03.90		2
Unspecified dementia with behavioral disturbance		F03.91		0
Unspecified dementia		F03.9		2
Amnestic disorder due to known physiological condition		F04		2
Delirium due to known physiological condition		F05		2
Other mental disorders due to known physiological condition		F06		2
<b>Personality and behavioral disorders due to known physiological condition</b>		F07		
Postconcussion syndrome		F07.81		2

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Other personality and behavioral disorder due to known physiological condition		F07.89		0
Unspecified personality and behavioral disorder due to known physiological condition		F07.9		0
Other personality and behavioral disorder due to known physiological condition		F07.8		0
<b>Personality Disorders</b>				
<b>Specific personality disorders</b>		F60		
<b>Cluster A Personality Disorders</b>				
Paranoid Personality Disorder	301.0	F60.0		0
Schizoid Personality Disorder	301.20	F60.1		0
Schizotypal Personality Disorder	301.22	F21		0
<b>Cluster B Personality Disorders</b>				
Antisocial Personality Disorder	301.7	F60.2		1
Borderline Personality Disorder	301.83	F60.3		0
Histrionic Personality Disorder	301.50	F60.4		0
Narcissistic Personality Disorder	301.81	F60.81		0
<b>Cluster C Personality Disorders</b>				
Avoidant Personality Disorder	301.82	F60.6		0
Dependent Personality Disorder	301.6	F60.7		0
Obsessive-compulsive Personality Disorder	301.4	F60.5		0
<b>Other Specific Personality Disorders</b>		F60.8		
<b>Personality Change Due to Another Medical Condition</b>	310.1	F07.0	Specify whether: Labile type, Disinhibited type, Aggressive type, Paranoid type, Other type, Combined type, Unspecified type	0
<b>Other Specified Personality Disorder</b>	301.89	F60.89		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Unspecified Personality Disorder</b>	301.9	F60.9		0
<b>Paraphilic Disorders</b>			Specify if: In a controlled environment, In full remission	
<b>Paraphilias</b>		F65		
<b>Voyeuristic Disorder</b>	302.82	F65.3		0
<b>Exhibitionistic Disorder</b>	302.4	F65.2	Specify whether: Sexually aroused by exposing genitals to prepubertal children, Sexually aroused by exposing genitals of physically mature individuals, Sexually aroused by exposing genitals to prepubertal children and to physically mature individuals	0
<b>Sadomasochism, unspecified</b>		F65.50		
<b>Sadomasochism</b>		F65.5		
<b>Frotteuristic Disorder</b>	302.89	F65.81		0
<b>Sexual Masochism Disorder</b>	302.83	F65.51	Specify if: With asphyxiophilia	0
<b>Sexual Sadism Disorder</b>	302.84	F65.52		0
<b>Pedophilic Disorder</b>	302.2	F65.4	Specify whether: Exclusive type, Nonexclusive type  Specify if: Sexually attracted to males, Sexually attracted to females, Sexually attracted to both  Specify if: limited to incest	0
<b>Fetishistic Disorder</b>	302.81	F65.0	Specify: Body part(s), Nonliving object(s), Other	0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Transvestic Disorder	302.3	F65.1	Specify if: With fetishism, With autogynephilia	0
Trans-sexualism with unspecified sexual history	302.50	Z87.890		0
Other paraphilias		F65.8		0
Other Specified Paraphilic Disorder	302.89	F65.89		0
Unspecified Paraphilic Disorder	302.9	F65.9		0
Other sexual disorders		F66		
Other Mental Disorders				
Other Specified Mental Disorder due to Another Medical Condition	294.8	F06.8		0
Unspecified Mental Disorder due to Another Medical Condition	294.9	F09		0
Other Specified Mental Disorder	300.9	F99		0
Unspecified Mental Disorder	300.9	F99		0
Unspecified nonpsychotic mental disorder	300.9	R45.2	Unhappiness in ICD-10	0
Other & unspecified special symptoms or syndromes not elsewhere classified	307.9	R45.81	Low self-esteem in ICD-10	0
Other & unspecified special symptoms or syndromes not elsewhere classified	307.9	R45.82	Worries in ICD-10	0
Other & unspecified special symptoms or syndromes not elsewhere classified	307.9	R45.1		0
Nonpsychotic mental disorder, unspecified	300.9	F48.9		0
Mental disorder, not otherwise specified	300.9	F99		0
Unspecified nonpsychotic mental disorder	300.9	R45.5	Hostility in ICD-10	0
Unspecified nonpsychotic mental disorder	300.9	R45.6	Violent behavior in ICD-10	0
Unspecified behavioral syndromes associated with physiological disturbances and physical factors		F59		0
Other disorders of adult personality and behavior		F68		0
Other specified disorders of adult personality and behavior		F68.8		0

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Unspecified disorder of adult personality and behavior</b>		F69		0
<b>Medication-Induced Movement Disorders and Other Adverse Effects of Medication</b>				
<b>Neuroleptic-Induced Parkinsonism</b>	332.1	G21.11		0
<b>Other Medication-Induced Parkinsonism</b>	332.1	G21.19		0
<b>Neuroleptic Malignant Syndrome</b>	333.92	G21.0		0
<b>Medication-Induced Acute Dystonia</b>	333.72	G24.02		0
<b>Medication-Induced Akathisia</b>	333.99	G25.71		0
<b>Tardive Dyskinesia</b>	333.85	G24.01		0
<b>Tardive Dystonia</b>	333.72	G24.09		0
<b>Tardive Akathisia</b>	333.99	G25.71		0
<b>Medication-Induced Postural Tremor</b>	333.1	G25.1		0
<b>Other Medication-Induced Movement Disorder</b>	333.99	G25.79		0
<b>Antidepressant Discontinuation Syndrome</b>				
Initial encounter	995.29	T43.205A		0
Subsequent encounter	995.29	T43.205D		0
Sequelae	995.29	T43.205S		0
<b>Other Adverse Effect of Medication</b>				
Initial encounter	995.20	T50.905A		0
Subsequent encounter	995.20	T50.905D		0
Sequelae	995.20	T50.905S		0
<b>Other Conditions That May be a Focus of Clinical Attention</b>				
<b>Relational Problems</b>				
<b>Problems Related to Family Upbringing</b>				

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Parent-Child Relational Problem	V61.20	Z62.820		1
Sibling Relational Problem	V61.8	Z62.891		1
Upbringing Away from Parents	V61.8	Z62.29		1
Child Affected by Parental Relationship Distress	V61.29	Z62.898		1
<b>Other Problems Related to Primary Support Group</b>				
Relationship Distress with Spouse or Intimate Partner	V61.10	Z63.0		1
Disruption of Family by Separation or Divorce	V61.03	Z63.5		1
High Expressed Emotion Level Within Family	V61.8	Z63.8		1
Uncomplicated Bereavement	V62.82	Z63.4		
<b>Abuse and Neglect</b>				
<b>Child Maltreatment and Neglect Problems</b>				
<b>Child Physical Abuse, Confirmed</b>				
Initial encounter	995.54	T74.12XA		1
Subsequent encounter	995.54	T74.12XD		1
<b>Child Physical Abuse, Suspected</b>				
Initial encounter	995.54	T74.12XA		1
Subsequent encounter	995.54	T74.12XD		1
<b>Other Circumstances Related to Child Physical Abuse</b>				
<b>Encounter for mental health services for victim of child abuse by parent</b>	V61.21	Z69.010		1
<b>Encounter for mental health services for victim of nonparental child abuse</b>	V61.21	Z69.020		1
<b>Personal history (past history) of physical abuse in childhood</b>	V15.41	Z62.810		1
<b>Encounter for mental health services for perpetrator of parental child abuse</b>	V61.22	Z69.011		1
<b>Encounter for mental health services for perpetrator of nonparental child abuse</b>	V62.83	Z69.021		1
<b>Child Sexual Abuse</b>				

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Child Sexual Abuse, Confirmed</b>				
Initial encounter	995.53	T74.22XA		1
Subsequent encounter	995.53	T74.22XD		1
<b>Child Sexual Abuse, Suspected</b>				
Initial encounter	995.53	T76.22XA		1
Subsequent encounter	995.53	T76.22XD		1
<b>Other Circumstances Related to Child Sexual Abuse</b>				
<b>Encounter for mental health services for victim of child sexual abuse by parent</b>	V61.21	Z69.010		1
<b>Encounter for mental health services for victim of non-parental sexual abuse</b>	V61.21	Z69.020		1
<b>Personal history (past history) of sexual abuse in childhood</b>	V15.41	Z62.810		1
<b>Encounter for mental health services for perpetrator of parental child sexual abuse</b>	V61.22	Z69.011		1
<b>Encounter for mental health services for perpetrator of non-parental child sexual abuse</b>	V62.83	Z69.021		1
<b>Child Neglect</b>				
<b>Child Neglect, Confirmed</b>				
Initial encounter	995.52	T74.02XA		1
Subsequent encounter	995.52	T74.02XD		1
<b>Child Neglect, Suspected</b>				
Initial encounter	995.52	T76.02XA		1
Subsequent encounter	995.52	T76.02XD		1
<b>Other Circumstances Related to Child Neglect</b>				
<b>Encounter for mental health services for victim of child neglect by parent</b>	V61.21	Z69.010		1
<b>Encounter for mental health services for victim of non-parental child neglect</b>	V61.21	Z69.020		1
<b>Personal history (past history) of neglect in childhood</b>	V15.42	Z62.812		1

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Encounter for mental health services for perpetrator of parental child neglect	V61.22	Z69.011		1
Encounter for mental health services for perpetrator of non-parental child neglect	V62.83	Z69.021		1
<b>Child Psychological Abuse</b>				
<b>Child Psychological Abuse, Confirmed</b>				
Initial encounter	995.51	T74.32XA		1
Subsequent encounter	995.51	T74.32XD		1
<b>Child Psychological Abuse, Suspected</b>				
Initial encounter	995.51	T76.32XA		1
Subsequent encounter	995.51	T76.32XD		1
<b>Other Circumstances Related to Child Psychological Abuse</b>				
Encounter for mental health services for victim of child psychological abuse by parent	V61.21	Z69.010		1
Encounter for mental health services for victim of non-parental child psychological abuse	V61.21	Z69.020		1
Personal history (past history) of psychological abuse in childhood	V15.42	Z62.811		1
Encounter for mental health services for perpetrator of parental child psychological abuse	V61.22	Z69.011		1
Encounter for mental health services for perpetrator of non-parental child psychological abuse	V62.83	Z69.021		1
<b>Adult Maltreatment and Neglect Problems</b>				
<b>Spouse or Partner Violence, Physical</b>				
<b>Spouse or Partner Violence, Physical, Confirmed</b>				
Initial encounter	995.81	T74.11XA		1
Subsequent encounter	995.81	T74.11XD		1
<b>Spouse or Partner Violence, Physical, Suspected</b>				
Initial encounter	995.81	T76.11XA		1

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Subsequent encounter	995.81	T76.11XD		1
<b>Other Circumstances Related to Spouse or Partner Violence, Physical</b>				
<b>Encounter for mental health services for victim of spouse or partner violence, physical</b>	V61.11	Z69.11		1
<b>Personal history (past history) of spouse or partner violence, physical</b>	V15.41	Z91.410		1
<b>Encounter for mental health services for perpetrator of spouse or partner violence, physical</b>	V61.12	Z69.12		1
<b>Spouse or Partner Violence, Sexual</b>				
<b>Spouse or Partner Violence, Sexual, Confirmed</b>				
Initial encounter	995.83	T74.21XA		1
Subsequent encounter	995.83	T74.21XD		1
<b>Spouse or Partner Violence, Sexual, Suspected</b>				
Initial encounter	995.83	T76.21XA		1
Subsequent encounter	995.83	T76.21XD		1
<b>Other Circumstances Related to Spouse or Partner Violence, Sexual</b>				
<b>Encounter for mental health services for victim of spouse or partner violence, sexual</b>	V61.11	Z69.81		1
<b>Personal history (past history) of spouse or partner violence, sexual</b>	V15.41	Z91.410		1
<b>Encounter for mental health services for perpetrator of spouse or partner violence, sexual</b>	V61.12	Z69.12		1
<b>Spouse or Partner Neglect</b>				
<b>Spouse or Partner Neglect, Confirmed</b>				
Initial encounter	995.85	T74.01XA		1
Subsequent encounter	995.85	T74.01XD		1
<b>Spouse or Partner Neglect, Suspected</b>				
Initial encounter	995.85	T76.01XA		1

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Subsequent encounter	995.85	T76.01XD		1
<b>Other Circumstances Related to Spouse or Partner Neglect</b>				
<b>Encounter for mental health services for victim of spouse or partner neglect</b>	V61.11	Z69.11		1
<b>Personal history (past history) of spouse or partner neglect</b>	V15.42	Z91.412		1
<b>Encounter for mental health services for perpetrator of spouse or partner neglect</b>	V61.12	Z69.12		1
<b>Spouse or Partner Abuse, Psychological</b>				
<b>Spouse or Partner Abuse, Psychological, Confirmed</b>				
Initial encounter	995.82	T74.31XA		1
Subsequent encounter	995.82	T74.31XD		1
<b>Spouse or Partner Abuse, Psychological, Suspected</b>				
Initial encounter	995.82	T76.31XA		1
Subsequent encounter	995.82	T76.31XD		1
<b>Other Circumstances Related to Spouse or Partner Abuse, Psychological</b>				
<b>Encounter for mental health services for victim of spouse or partner psychological abuse</b>	V61.11	Z69.11		1
<b>Personal history (past history) of spouse or partner psychological abuse</b>	V15.42	Z91.411		1
<b>Encounter for mental health services for perpetrator of spouse or partner psychological abuse</b>	V61.12	Z69.12		1
<b>Adult Abuse by Non-spouse or Non-partner</b>				
<b>Adult Physical Abuse by Non-spouse or Non-partner, Confirmed</b>				
Initial encounter	995.81	T74.11XA		1
Subsequent encounter	995.81	T74.11XD		1
<b>Adult Physical Abuse by Non-spouse or Non-partner, Suspected</b>				
Initial encounter	995.81	T76.11XA		1

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Subsequent encounter	995.81	T76.11XD		1
<b>Adult Sexual Abuse by Non-spouse or Non-partner, confirmed</b>				
Initial encounter	995.83	T74.21XA		1
Subsequent encounter	995.83	T74.21XD		1
<b>Adult Sexual Abuse by Non-spouse or Non-partner, Suspected</b>				
Initial encounter	995.83	T76.21XA		1
Subsequent encounter	995.83	T76.21XD		1
<b>Adult Psychological Abuse by Non-spouse or Non-partner, confirmed</b>				
Initial encounter	995.82	T74.31XA		1
Subsequent encounter	995.82	T74.31XD		1
<b>Adult Psychological Abuse by Non-spouse or Non-partner, Suspected</b>				
Initial encounter	995.82	T76.31XA		1
Subsequent encounter	995.82	T76.31XD		1
<b>Other Circumstances Related to Adult Abuse by Non-spouse or Non-partner</b>				
<b>Encounter for mental health services for victim of non-spousal adult abuse</b>	V65.49	Z69.81		1
<b>Encounter for mental health services for perpetrator of non-spousal adult abuse</b>	V62.83	Z69.82		1
<b>Educational and Occupational Problems</b>				
<b>Educational Problems</b>				
Academic or Educational Problem	V62.3	Z55.9		1
<b>Occupational Problems</b>				
<b>Problem Related to Current Military Deployment Status</b>	V62.21	Z56.82		1
<b>Other Problem Related to Employment</b>	V62.29	Z56.9		1
<b>Housing and Economic Problems</b>				

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Housing Problems</b>				
Homelessness	V60.0	Z59.0		1
Inadequate Housing	V60.1	Z59.1		1
Discord with Neighbor, Ledger, or Landlord	V60.89	Z59.2		1
Problem Related to Living in a Residential Institution	V60.6	Z59.3		1
<b>Economic Problems</b>				
Lack of Adequate Food or Safe Drinking Water	V60.2	Z59.4		1
Extreme Poverty	V60.2	Z59.5		1
Low Income	V60.2	Z59.6		1
Insufficient Insurance or Welfare Support	V60.2	Z59.7		1
Unspecified Housing or Economic Problems	V60.9	Z59.9		1
<b>Other Problems Related to the Social Environment</b>				
Phase of Life Problem	V62.89	Z60.0		1
Problem Related to Living Alone	V60.3	Z60.2		1
Acculturation Difficulty	V62.4	Z60.3		1
Social Exclusion or rejection	V62.4	Z60.4		1
<b>Target of (Perceived) Adverse Discrimination or Persecution</b>	V62.4	Z60.5		1
<b>Unspecified Problem Related to Social Environment</b>	V62.9	Z60.9		1
<b>Problems Related to Crime or Interaction with the Legal System</b>				
Victim of Crime	V62.89	Z65.4		1
<b>Conviction in Civil or Criminal Proceedings Without Imprisonment</b>	V62.5	Z65.0		1
Imprisonment or Other Incarceration	V62.5	Z65.1		1
Problems Related to Release From Prison	V62.5	Z65.2		1
Problems Related to Other Legal Circumstances	V62.5	Z65.3		1

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
<b>Other Health Service Encounters for Counseling and Medical Advice</b>				
Sex Counseling	V65.49	Z70.9		1
Other Counseling or Consultation	V65.40	Z71.9		1
<b>Problems Related to Other Psychosocial, Personal, and Environmental Circumstances</b>				
Religious or Spiritual Problems	V62.89	Z65.8		1
Problems Related to Unwanted Pregnancy	V61.7	Z64.0		1
Problems Related to Multiparty	V61.5	Z64.1		1
<b>Discord With Social Service Provider, Including Probation Officer, Case Manager, or Social Services Worker</b>	V62.89	Z64.4		1
<b>Victim of Terrorism or Torture</b>	V62.89	Z65.4		1
<b>Exposure to Disaster, War, or Other Hostilities</b>	V62.22	Z65.5		1
<b>Other Problem Related to Psychosocial Circumstances</b>	V62.89	Z65.8		1
<b>Unspecified Problem Related to Unspecified Psychosocial Circumstances</b>	V62.9	Z65.9		1
<b>Other Circumstances of Personal History</b>				
Other Personal History of Psychological Trauma	V15.49	Z91.49		1
Personal History of Self-Harm	V15.59	Z91.82		1
Other Personal Risk Factors	V15.89	Z91.89		1
Problem Related to Lifestyle	V69.9	Z72.9		1
Adult Antisocial Behavior	V71.01	Z72.811		1
Child or Adolescent Antisocial Behavior	V71.02	Z72.810		1
<b>Problems Related to Access to Medical and Other Health Care</b>				
<b>Unavailability or Inaccessibility of Health Care Facilities</b>	V63.9	Z75.3		1
<b>Unavailability or Inaccessibility of Other Helping Agencies</b>	V63.8	Z75.4		1
<b>Non-adherence to Medical Treatment</b>				
Non-adherence to Medical Treatment	V15.81	Z91.19		1

DSM-5 or ICD-10CM Description	2013 ICD-9 Code	ICD-10 Code	Comments	Category**
Overweight or Obesity	278.00	E66.9		1
Malingering	V65.2	Z76.5		1
Wandering Associated With a Mental Disorder	V40.31	Z91.83		1
Borderline Intellectual Functioning	V62.89	R41.83		1
Other & Unspecified special symptoms or syndromes not elsewhere classified	307.9	R45.1		0

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 1**  
 to  
**CONTRACT NO. 071B4300054**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Magellan Behavioral of Michigan 13736 Riverport Drive Maryland Heights, MO 63043	Gary Reidenbaugh	wgreidenbaugh@magellanhealth.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 489-2835	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MCSC	Lauri Schmidt	(517) 373-1846	schmidtl@michigan.gov
BUYER	DTMB	Pamela Platte	(517) 284-7022	plattep@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: <b>Mental Health and Substance Abuse Preferred Provider Services Department of Management and Budget – Civil Service</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
February 1, 2014	September 30, 2017	3 years, 8 months		
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
Net 45	N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS:				
N/A				

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$2,000,000.00		\$45,989,563.64		

Effective October 12, 2014, the following items are DELETED from this Contract and ADDED to this Contract, per Attachment Change Notice 1 Revisions. Upon Administrative Board approval this Contract is hereby INCREASED by \$2,000,000.00

All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on October 28, 2014.



**Attachment  
Change Notice 1 Revisions**

DELETED: (Section 1.022 Work and Deliverable, (F) SLA #3)

<b>SLA # 3</b>
Average Claims Turnaround
<b>Guarantee</b>
The average time between when Claims have been received and paid must not exceed 10 calendar days.
Contractor must measure monthly and report its performance on this SLA on a quarterly basis.
<b>Penalty</b>
The penalty for failure to meet this SLA is 1.5% of the monthly administrative fees for each month missed.

ADDED: (Section 1.022 Work and Deliverable, (F) SLA #3)

<b>SLA # 3</b>
Average Claims Turnaround
<b>Guarantee</b>
The average time between when Claims have been received and process must not exceed 10 calendar days.
Contractor must measure monthly and report its performance on this SLA on a quarterly basis.
<b>Penalty</b>
The penalty for failure to meet this SLA is 1.5% of the monthly administrative fees for each month missed.

ADDED: (NEW)

The State of Michigan (SOM) coverage for Autism Applied Behavioral Analysis (ABA) and treatment of ABA for all active SOM employees, retirees and their eligible dependents, with the exception of MSPTA (T01), who have the State Health Plan PPO.

The Autism benefit is subject to the plan deductible and co-insurance (10%).

The SOM will utilize the contractor’s Autism Connections program, with the following understanding:

- The case rate number is \$900 per case
  - This allows for 12 months of managed treatment.
    - If a member is discharged and re-admitted for less than three months, there will be no additional case rate.
    - If a member is discharged for three or more months and re-enters treatment, a new case rate would apply.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE  
 OF  
 CONTRACT NO. 071B4300054**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
<b>Magellan Behavioral of Michigan</b> <b>13736 Riverport Drive</b> <b>Maryland Heights, MO 63043</b>	<b>Gary Reidenbaugh</b>	<b>wgreidenbaugh@magellanhealth.com</b>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	<b>248-489-2835</b>	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	<b>MCSC</b>	<b>Lauri Schmidt</b>	<b>517-373-1846</b>	<a href="mailto:schmidt@michigan.gov">schmidt@michigan.gov</a>
BUYER:	<b>DTMB</b>	<b>Pam Platte</b>	<b>517-373-0484</b>	<a href="mailto:plattp@michigan.gov">plattp@michigan.gov</a>

<b>CONTRACT SUMMARY:</b>			
<b>DESCRIPTION: Mental Health and Substance Abuse Preferred Provider Services Department of Management and Budget – Civil Service</b>			
<b>INITIAL TERM</b>	<b>EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>AVAILABLE OPTIONS</b>
<b>3 Years, 8 Months</b>	<b>February 1, 2014</b>	<b>September 30, 2017</b>	<b>2, 1 Year Options</b>
<b>PAYMENT TERMS</b>	<b>F.O.B</b>	<b>SHIPPED</b>	<b>SHIPPED FROM</b>
<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>ALTERNATE PAYMENT OPTIONS:</b>			<b>AVAILABLE TO MiDEAL PARTICIPANTS</b>
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>MINIMUM DELIVERY REQUIREMENTS:</b>			
<b>N/A</b>			
<b>MISCELLANEOUS INFORMATION:</b>			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:</b>			<b>\$43,989,563.64</b>

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CONTRACT NO. 071B4300054**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
<b>Magellan Behavioral of Michigan</b> <b>13736 Riverport Drive</b> <b>Maryland Heights, MO 63043</b>	<b>Gary Reidenbaugh</b>	<b>wgreidenbaugh@magellanhealth.com</b>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	<b>248-489-2835</b>	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	<b>MCSC</b>	<b>Lauri Schmidt</b>	<b>517-373-1846</b>	<a href="mailto:schmidt1@michigan.gov">schmidt1@michigan.gov</a>
BUYER:	<b>DTMB</b>	<b>Pam Platte</b>	<b>517-373-0484</b>	<a href="mailto:plattp@michigan.gov">plattp@michigan.gov</a>

<b>CONTRACT SUMMARY:</b>			
<b>DESCRIPTION: Mental Health and Substance Abuse Preferred Provider Services Department of Management and Budget – Civil Service</b>			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
<b>3 Years, 8 Months</b>	<b>February 1, 2014</b>	<b>September 30, 2017</b>	<b>2, 1 Year Options</b>
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
<b>N/A</b>			
MISCELLANEOUS INFORMATION:			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			<b>\$43,989,563.64</b>

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #0071141113B0000295. Orders for delivery will be issued directly by the Michigan Department of Civil Service through the issuance of a Purchase Order Form.

---

---

**FOR THE CONTRACTOR:**

**Magellan Behavioral of Michigan**

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

---

---

**FOR THE STATE:**

Signature

**Kevin Dunn, Services Division Director**

Name/Title

**DTMB Procurement**

Enter Name of Agency

Date



**STATE OF MICHIGAN**  
**Department of Technology, Management and Budget**  
**DTMB-Procurement**

Contract No. 071B4300054

[Mental Health and Substance Abuse Insurance for the  
Civil Service Commission](#)

Buyer Name: Pamela Platte  
Buyer Direct Telephone Number: 517-373-0484  
Toll-Free Office Number: 855-MI-PURCH (855-647-8724)  
E-Mail Address: [plattep@michigan.gov](mailto:plattep@michigan.gov)



**Table of Contents**

**Article 1 – Statement of Work (SOW)..... 101**

**1.010 Project Identification ..... 101**

        1.011 Project Request ..... 101

        1.012 Background..... 101

**1.020 Scope of Work and Deliverables ..... 101**

        1.021 In Scope..... 101

        1.022 Work and Deliverable..... 102

**1.030 Roles and Responsibilities ..... 113**

        1.031 Contractor Staff, Roles, and Responsibilities ..... 113

**1.040 Project Plan ..... 115**

        1.041 Project Plan Management ..... 115

        1.042 Reports ..... 115

**1.050 Acceptance ..... 117**

        1.051 Criteria ..... 117

        1.052 RESERVED ..... 117

**1.060 Proposal Pricing ..... 117**

        1.061 Proposal Pricing ..... 117

        1.062 Price Term ..... 117

        1.063 Tax Excluded from Price ..... 117

        1.064 RESERVED ..... 117

**1.070 RESERVED ..... 117**

**Article 2, Terms and Conditions ..... 118**

**2.000 Contract Structure and Term ..... 118**

        2.001 Contract Term ..... 118

        2.002 Options to Renew ..... 118

        2.003 Legal Effect ..... 118

        2.004 Attachments & Exhibits ..... 118

        2.005 Ordering..... 118

        2.006 Order of Precedence..... 118

        2.007 Headings..... 119

        2.008 Form, Function & Utility..... 119

        2.009 Reformation and Severability ..... 119

        2.010 Consents and Approvals ..... 119

        2.011 No Waiver of Default ..... 119

        2.012 Survival ..... 119

**2.020 Contract Administration ..... 119**

        2.021 Issuing Office ..... 119

        2.022 Contract Compliance Inspector..... 119

        2.023 Project Manager..... 120

        2.024 Change Requests ..... 120

        2.025 Notices ..... 120

        2.026 Binding Commitments ..... 121

        2.027 Relationship of the Parties ..... 121

        2.028 Covenant of Good Faith ..... 121

        2.029 Assignments ..... 121

**2.030 General Provisions..... 121**

        2.031 RESERVED ..... 121

        2.032 Media Releases ..... 121

        2.033 Contract Distribution ..... 121

        2.034 Permits..... 122

        2.035 Website Incorporation ..... 122

        2.036 Future Bidding Preclusion ..... 122

        2.037 Freedom of Information..... 122

        2.038 Disaster Recovery..... 122

**2.040 Financial Provisions ..... 122**

        2.041 Fixed Prices for Services/Deliverables..... 122

        2.042 Adjustments for Reductions in Scope of Services/Deliverables ..... 122

        2.043 Services/Deliverables Covered ..... 122

        2.044 Invoicing and Payment – In General ..... 122

        2.045 Pro-ration ..... 123

        2.046 Antitrust Assignment ..... 123



	2.047	Final Payment .....	123
	2.048	Electronic Payment Requirement .....	123
<b>2.050</b>		<b>Taxes .....</b>	<b>124</b>
	2.051	Employment Taxes .....	124
	2.052	Sales and Use Taxes .....	124
<b>2.060</b>		<b>Contract Management .....</b>	<b>124</b>
	2.061	Contractor Personnel Qualifications .....	124
	2.062	Contractor Key Personnel .....	124
	2.063	Re-assignment of Personnel at the State's Request .....	125
	2.064	Contractor Personnel Location .....	125
	2.065	Contractor Identification .....	125
	2.066	Cooperation with Third Parties .....	125
	2.067	Contractor Return of State Equipment/Resources .....	125
	2.068	Contract Management Responsibilities .....	125
<b>2.070</b>		<b>Subcontracting by Contractor .....</b>	<b>126</b>
	2.071	Contractor Full Responsibility .....	126
	2.072	State Consent to Delegation .....	126
	2.073	Subcontractor Bound to Contract .....	126
	2.074	Flow Down .....	126
	2.075	Competitive Selection .....	126
<b>2.080</b>		<b>State Responsibilities .....</b>	<b>126</b>
	2.081	Equipment .....	126
	2.082	Facilities .....	126
<b>2.090</b>		<b>Security .....</b>	<b>127</b>
	2.091	Background Checks .....	127
	2.092	Security Breach Notification .....	127
	2.093	PCI Data Security Standard .....	127
<b>2.100</b>		<b>Confidentiality .....</b>	<b>127</b>
	2.101	Confidentiality .....	127
	2.102	Protection and Destruction of Confidential Information .....	128
	2.103	Exclusions .....	128
	2.104	No Implied Rights .....	128
	2.105	Respective Obligations .....	128
<b>2.110</b>		<b>Records and Inspections .....</b>	<b>128</b>
	2.111	Inspection of Work Performed .....	128
	2.112	Retention of Records .....	129
	2.113	Examination of Records .....	129
	2.114	Audit Resolution .....	129
	2.115	Errors .....	129
<b>2.120</b>		<b>Warranties .....</b>	<b>129</b>
	2.121	Warranties and Representations .....	129
	2.122	RESERVED .....	130
	2.123	RESERVED .....	130
	2.124	RESERVED .....	130
	2.125	RESERVED .....	130
	2.126	RESERVED .....	130
	2.127	RESERVED .....	130
	2.128	Consequences For Breach .....	130
<b>2.130</b>		<b>Insurance .....</b>	<b>130</b>
	2.131	Liability Insurance .....	130
	2.132	Subcontractor Insurance Coverage .....	133
	2.133	Certificates of Insurance .....	133
<b>2.140</b>		<b>Indemnification .....</b>	<b>133</b>
	2.141	General Indemnification .....	133
	2.142	Code Indemnification .....	134
	2.143	Employee Indemnification .....	134
	2.144	Patent/Copyright Infringement Indemnification .....	134
	2.145	Continuation of Indemnification Obligations .....	134
	2.146	Indemnification Procedures .....	134
<b>2.150</b>		<b>Termination/Cancellation .....</b>	<b>135</b>
	2.151	Notice and Right to Cure .....	135
	2.152	Termination for Cause .....	135
	2.153	Termination for Convenience .....	136
	2.154	Termination for Non-Appropriation .....	136
	2.155	Termination for Criminal Conviction .....	137
	2.156	Termination for Approvals Rescinded .....	137



2.157	Rights and Obligations upon Termination .....	137
2.158	Reservation of Rights.....	137
<b>2.160</b>	<b>Reserved .....</b>	<b>137</b>
<b>2.170</b>	<b>Transition Responsibilities.....</b>	<b>137</b>
2.171	Contractor Transition Responsibilities.....	137
2.172	Contractor Personnel Transition .....	138
2.173	Contractor Information Transition.....	138
2.174	Contractor Software Transition .....	138
2.175	Transition Payments .....	138
2.176	State Transition Responsibilities .....	138
<b>2.180</b>	<b>Stop Work .....</b>	<b>138</b>
2.181	Stop Work Orders .....	138
2.182	Cancellation or Expiration of Stop Work Order .....	139
2.183	Allowance of Contractor Costs .....	139
<b>2.190</b>	<b>Dispute Resolution.....</b>	<b>139</b>
2.191	In General .....	139
2.192	Informal Dispute Resolution .....	139
2.193	Injunctive Relief.....	140
2.194	Continued Performance .....	140
<b>2.200</b>	<b>Federal and State Contract Requirements .....</b>	<b>140</b>
2.201	Nondiscrimination .....	140
2.202	Unfair Labor Practices.....	140
2.203	Workplace Safety and Discriminatory Harassment .....	140
2.204	Prevailing Wage.....	140
<b>2.210</b>	<b>Governing Law .....</b>	<b>141</b>
2.211	Governing Law.....	141
2.212	Compliance with Laws .....	141
2.213	Jurisdiction .....	141
<b>2.220</b>	<b>Limitation of Liability .....</b>	<b>141</b>
2.221	Limitation of Liability.....	141
<b>2.230</b>	<b>Disclosure Responsibilities.....</b>	<b>141</b>
2.231	Disclosure of Litigation .....	141
2.232	Call Center Disclosure .....	142
2.233	Bankruptcy and Insolvency .....	142
<b>2.240</b>	<b>Performance .....</b>	<b>142</b>
2.241	Time of Performance.....	142
2.242	Service Level Agreements (SLAs) .....	143
2.243	RESERVED .....	143
2.244	Excusable Failure .....	143
<b>2.250</b>	<b>RESEVERED .....</b>	<b>144</b>
<b>2.260</b>	<b>Ownership.....</b>	<b>144</b>
2.261	Ownership of Work Product by State .....	144
2.262	Vesting of Rights.....	144
2.263	Rights in Data .....	144
2.264	Ownership of Materials .....	145
<b>2.270</b>	<b>State Standards.....</b>	<b>145</b>
2.271	Existing Technology Standards.....	145
2.272	Acceptable Use Policy .....	145
2.273	Systems Changes.....	145
2.274	Electronic Receipt Processing Standard.....	145
<b>2.280</b>	<b>RESERVED .....</b>	<b>145</b>
<b>2.290</b>	<b>Environmental Provision .....</b>	<b>145</b>
2.291	Environmental Provision .....	145
<b>2.300</b>	<b>Other Provisions .....</b>	<b>146</b>
2.311	Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials.....	146
<b><i>Attachment A, Price Proposal .....</i></b>		<b><i>148</i></b>
<b><i>Attachment B, Plan Design .....</i></b>		<b><i>149</i></b>
<b><i>Attachment C, Reimbursement Schedule.....</i></b>		<b><i>155</i></b>



## **DEFINITIONS**

**24x7x365** means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

**Additional Service** means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

**Administration Fee** means the agreed upon amount that will be paid to the Contractor by the Plan Sponsor for administration of the Plan.

**A.M. Best Company** means a credit rating organization serving the financial services industries, including the banking and insurance sectors.

**A.M. Best Financial Strength Rating** means an independent opinion, based on a comprehensive quantitative and qualitative evaluation, of a company's balance sheet strength, operating performance and business profile, as determined by A.M. Best Company.

**Appeals** means the formal procedures that address the review of adverse Organization Determinations on the mental health services or products an enrollee believes he or she is entitled to receive, including delay in providing, arranging for, or approving services or products or on any amounts the enrollee must pay for a product or service after the services have been provided.

**Audit Period** means the seven year period following Contractor's provision of any work under the Contract.

**Average Speed of Answer (ASA)** means the average time elapsed between when a caller is placed into the Customer Service queue to the time the call is answered by a Customer Service Representative (CSR) equates to the Speed of Answer.

**Benefit Guide** means the publication that the Member receives which is developed and issued by the Contractor and approved by the Plan Sponsor.

**Bidder(s)** are those companies that submit a proposal in response to the RFP.

**Business Day** means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

**Blanket Purchase Order** is an alternate term for Contract and is used in the Plan Sponsors' computer system.

**CCI** means Contract Compliance Inspector.

**Claim** means a submission for payment of a service.

**Claims Processing** means the procedures that the Contractor uses to review a Claim for Member eligibility, coverage determination, provider payment and Member obligation.

**Coinsurance** means that portion of the charge for Covered Services, calculated as a percentage of the charge, which is to be paid by Members pursuant to the Plan Sponsor's Plan Design.

**Coinsurance Maximum** means the maximum amount of coinsurance expenses that a Member is required to pay in a Plan Year.

**Coordination of Benefits (COB)** means claims administration when Members are covered by more than one Mental Health Substance Abuse Plan.



**Contract Holder** means an active employee, retiree, pension beneficiary, or COBRA participant who satisfies all of the eligibility criteria necessary to receive mental health coverage through the Plan Sponsor.

**Contractor** means the organization selected to administer the Mental Health and Substance Abuse Plan for both Non-Medicare and Medicare Eligible members.

**Covered Products or Services** means the Mental Health and Substance Abuse services and associated costs that are covered pursuant to the Plan Sponsor's Plan Design.

**Customer Assistance or Customer Service** means a web based and/or telephonic system by which Members can make Inquiries about the Plan and the Contractor can answer or resolve them.

**Days** means calendar days unless otherwise specified.

**Deleted – N/A** means that section is not applicable or included in the RFP. This is used as a placeholder to maintain consistent numbering.

**Deliverable** means physical goods and/or services required or identified in a Statement of Work.

**Dependent** means an individual who satisfies, through a Contract Holder, all of the eligibility criteria necessary to receive Mental Health and Substance Abuse coverage under the Plan Sponsor's Plan and is identified by the Plan Sponsor to the Contractor.

**Disruption Analysis** means the identification of members who are obtaining their Mental Health and Substance Abuse care from Providers that are not participating in the new Contractor's Provider Network and any proposed remediation to mitigate the disruption.

**DTMB** means the Michigan Department of Technology Management and Budget.

**Eligible Claim** means a submission for payment of a Covered Service or Covered Product for a Member.

**Eligibility** means the status of an individual with respect to their coverage under the Plan.

**Eligibility System** means the database maintained by the Contractor that contains information on the effective dates of coverage for all Members that can be accessed by authorized individuals.

**EBD** means the Employee Benefits Division.

**Explanation of Benefits (EOB)** means written statement sent to a Member, from the Contractor, after a claim has been reported, indicating the benefits and approved amounts and/or charges not covered by the Plan.

**Fee Schedule** means the list of the approved amounts established or agreed to by Network Providers and the Contractor for specific Covered Products or Services.

**Grievance** means any complaint or dispute, other than one involving an Organization Determination, expressing dissatisfaction with the manner in which a Mental Health and Substance Abuse Plan or delegated entity provides services, regardless of whether any remedial action can be taken. Grievances may include complaints regarding the timeliness, appropriateness, access to, and/or setting of a provided item or service. An enrollee or their representative may make the complaint or dispute, either orally or in writing, to a Mental Health and Substance Abuse Plan, provider, or facility.

**Hazardous Material** means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

**Health Plan** means a plan that provides health coverage for the Plan Sponsor's Members.



**HIPAA** means the Health Insurance Portability and Accountability Act of 1996.

**Identification Card** means the card produced by the Contractor that documents the Member's eligibility and coverage under the plan.

**Incident** means any interruption in any function performed for the benefit of a Plan Sponsor.

**Inquiry** means any oral or written request to the Contractor, one of its subcontractors, or received by Plan Sponsor and forwarded on to Contractor, that is not a Grievance does not involve a request for Appeal of any Organization Determination made by the Contractor.

**Key Personnel** means any personnel identified in **Section 1.031** as Key Personnel.

**Member** means each Contract Holder and eligible Dependent.

**Member Materials** mean those materials published by the Contractor for distribution to Members.

**MCSC** means the Michigan Civil Service Commission.

**Network Provider** means a Provider who has an agreement with the Contractor to provide Covered Products or Services to Members.

**New Work** means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

**Organizational Determination** mean a decision by the Contractor to approve prior to service delivery a request for services or products and/or a determination by the Contractor to cover services or products after they have been obtained by a member.

**ORS** means Office of Retirement Services.

**Pass-Through Pricing** means that all charges to the Plan are equal to the Contractor's payments to Providers without any additional charges that have not been explicitly disclosed to the Plan Sponsor.

**Plan** means the Plan Sponsor's program which provides Mental Health and Substance Abuse coverage to Members.

**Plan Design** means a description of the Plan Sponsor's Plan related to Mental Health and Substance Abuse coverage and limitations thereto, including the framework of policies, interpretations, rules, practices and procedures applicable to such coverage, required and signed by the Plan Sponsor and submitted to Contractor.

**Plan Sponsor** means the Civil Service Commission.

**Plan Year** means a calendar year, from October 1 through September 30

**Protected Health Information (PHI)** means individually identifiable health information related to the past, present, or future physical or mental health or condition of a Member; the provision of health care to a Member; or the past, present or future payment for the provision of health care to a Member, as more fully defined in 45 CFR §164.501 or otherwise considered confidential under federal or state law.

**Provider** means a Mental Health or Substance Abuse provider or facility that provides Covered Product or Services.

**Provider Network** means that set of Providers with which the Contractor has contracted to provide Covered Products or Services to Members.

**RFP** means a Request for Proposal designed to solicit proposals for services.



**Services** means any function performed for the benefit of the State.

**SSAE 16** means an auditing standard developed by the American Institute of Certified Public Accountants (AICPA).

**Self-Insured** means that the Plan Sponsor has financial responsibility for providing the funds used to pay Eligible Claims.

**SLA** means Service Level Agreement.

**Solicitation Materials** means materials produced by the Contractor that describe the Plan to Members or eligible individuals.

**State Location** means any physical location where the State performs work. State Location may include State-owned, leased, or rented space.

**Subcontractor** means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

**Telephone Servicing Factor** means the average time elapsed between when a caller elects to speak to a customer service representative and when the call is connected to a customer service representative.

**Transparency** means the full disclosure by the Contractor as to all of its sources of revenue to the Plan Sponsor (and its agents), as well as complete and full access to all information necessary to determine and verify that the Contractor has met all terms of this Contract.

**Unauthorized Removal** means the Contractor's removal of Key Personnel without the prior written consent of the State.

**Work in Progress** means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

**Work Product** refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by the Contract.

**Written Inquiries** means any Inquiry, other than telephonic Inquiries, and includes letters, email, fax, or web portal.



## **Article 1 – Statement of Work (SOW)**

### **1.010 Project Identification**

#### **1.011 Project Request**

This Contract is for managed Mental Health and Substance Abuse (MHSA) Preferred Provider Organization (MHSA PPO) services for eligible State employees, retirees, dependents, and the Consolidated Omnibus Budget Reconciliation Act (COBRA) participants on behalf of the State on an Administrative Services Only (ASO) basis with Civil Service Commission (CSC), Employee Benefits Division (EBD).

The Contract is effective February 1, 2014 through September 30, 2017. The Contractor must provide all staffing, systems, and procedures required to perform the described services.

#### **1.012 Background**

The State provides health benefit services, through the State Health Plan (SHP), to eligible employees, retirees, dependents, and the COBRA participants. MHSA services for these members are managed and provided through a PPO. These programs are self-funded by the State on an ASO basis.

As of January 2013, the State provides MHSA PPO services to approximately 134,000 members. Below is a summary of annual claims cost and utilization data.

<b>Summary for State MHSA PPO Plan</b>	
<b>FY 2010-2011</b>	
Average Monthly Enrollment	Total Annual Paid Claims
138,329	\$10,508,941
<b>FY 2011-2012</b>	
Average Monthly Enrollment	Total Annual Paid Claims
137,037	\$10,056,632
<b>FY 2012-2013 to date (Oct. 2012 – April, 2013)</b>	
Average Monthly Enrollment	Total Annual Paid Claims
133,939	\$6,008,075

### **1.020 Scope of Work and Deliverables**

#### **1.021 In Scope**

Services within the scope of this Contract include, but are not limited to, the following:

- (A) Contractor must provide a MHSA PPO for Members which encompasses and manages the needs of active State employees, retirees, dependents and COBRA participants. This Plan is a bargained benefit and is subject to change, depending upon the results of future bargaining agreements. Historically, non-bargained employees and retirees have received the same benefits as bargained employees, but this is not guaranteed.
- (B) Contractor must provide services that meet or exceed current industry standards in the administration of Eligibility, Claims Processing, Member Servicing, and review and administration of Grievances and Appeals.
- (C) Contractor must obtain pricing and care management for MHSA services through a broad network of participating providers offering convenient access to employees, retirees and their dependents that reside throughout the country.
- (D) Contractor must provide services that meet current industry standards, that partners with CSC to manage the Plan effectively and that collaborates with the CSC to ensure the future success and ability of the Plan to continue to offer competitive MHSA coverage.



- (E) Contractor must demonstrate the total value of their program as it impacts both the member and CSC. Pricing information is in Attachment A.
- (F) Contractor must smoothly transition administration of the Plan from the current administrator, if necessary.
- (G) The Contractor must provide administration of the Plan Design exactly as provided in Attachment B. Any plan provisions which cannot be provided must be clearly defined and approved by CSC.
- (H) The Contractor must provide all necessary administrative functions to include, but not limited to, producing the MHSA program brochures, assisting the State of Michigan with customized employee communications, processing claims, providing monthly, quarterly and year-end reporting and providing exceptional customer service for both State of Michigan benefits personnel and program participants.
- (I) Contractor must provide financial management, reporting and analytical support that meet current industry standards.
- (J) Contractor must ensure transparency for all Services provided on behalf of CSC, EBD.
- (K) Contractor must comply with the State of Michigan's Public Act 454 of 2004 (Social Security Number Privacy Act).

#### **1.022 Work and Deliverable**

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

##### **(A) Plan Design.**

- (1) This plan is a bargained benefit, and is subject to change, through future bargaining agreements. Historically, non-bargained employees and retirees have received the same benefits as bargaining employees, but this is not guaranteed. The Contractor must implement Plan changes as requested by the Plan Sponsor in a mutually agreed time frame at no additional cost to the Plan Sponsor.
- (2) The Contractor must provide administration of the Plan Design exactly as provided in Attachment B. Any plan provisions which cannot be provided must be clearly defined.

##### **(B) Covered Services.**

Covered services are described in the Plan Design in Attachment B. In general, inpatient and other higher level of care services require pre-certification for in-network providers. There is no prior authorization requirement for outpatient MHSA services, and members should have open access to the network. Providers include professional psychiatrists, psychologists, limited licensed psychologists, social workers, and psychiatric nurses. Facilities may include acute care hospitals, approved psychiatric facilities, day/night centers, halfway houses, and residential care facilities. The Contractor must provide care management that includes the following services:

- (1) In-network pre-certification of all inpatient and higher level of care for in-network services.
- (2) Concurrent review of all inpatient and higher level of care cases.
- (3) Discharge planning for all 24 hour care, including facilitation of ambulatory follow-up appointments within seven days of discharge.
- (4) Follow-up on all cases discharged from 24 hour care to improve attendance with post-discharge ambulatory appointments.



- (5) Targeted outpatient care management, to include development of clinical algorithms to select cases for review and outreach to providers on selected cases; the clinical algorithms must include, but not be limited, to clinical risk, deviations from clinical practice guidelines, and utilization thresholds which may be diagnosis-specific.
  - (6) Individual case management (ICM) with high risk cases to identify and mitigate risks, reduce barriers to care, and to optimize recovery.
  - (7) A written appeals process to be initiated in the case of a denial of authorization for requested services; individuals responsible for managing appeals of certification decisions must have training and orientation.
  - (8) In addition to the exclusions described in the Plan Design and payment rules in Attachment B, the following benefits **will not** be paid for:
    - Services provided or covered by any state or governmental agency, by Workers' Compensation or similar occupational law, or for which no charge is made to the employee.
    - Services provided while the member is not covered for this benefit.
    - Services provided that the health professional or facility is not licensed to provide.
    - Services which are not medically necessary or are experimental or research in nature, according to accepted standards of practice.
    - Completion of any insurance form.
    - Medical services or drugs not administered for MHSA treatment.
- (C) Administrative Services.** The Contractor's administrative services must include, but not be limited to, the following:
- (1) **Information Systems**
    - (a) Ability to accept eligibility information by electronic data interchange (EDI).
    - (b) Ability to administer eligibility and claims administration in accordance with the plan design, including auditing of charges to ensure a match with previously negotiated charges and to identify questionable billing practices, maintaining policies and procedures to identify other party liability for covered benefits and coordination of benefits opportunities, including Medicare, and implementing protocols to resolve disputed claims.
    - (c) Maintain confidentiality of all data by the Contractor.
    - (d) Maintenance of records for auditing and management information reporting and analysis.
    - (e) Monthly, quarterly, and annual reporting of plan activity and experience data to the State, with reports due in accordance with SLA #8, timely production of complete management reports including, but not limited to, the following:
      - Behavioral Health claims, including expense by provider type and diagnosis
      - Behavioral Health utilization, by level of care
      - Performance on all metrics listed in 1.022(G) Service Level Agreements
      - Quality metrics as defined in 1.022(C)(4): Administrative Services, Network and Utilization Management, quality assurance protocols
      - For each measure, relevant book of business or other normative statistics that provide reference points for SOM specific data
      - Comparison to performance in the prior year
      - Provide an annual Statement of Auditing Standards (**SSAE 16**).



- (2) **Financial Arrangements.** The Contractor's financial arrangements must include, but not be limited to, the following:
- (a) Competitive contracted reimbursement rates with participating providers.
  - (b) Maintenance of schedules of maximum payment levels, based on Usual, Customary and Reasonable (UCR) or other basis, for reimbursing non-participating providers.
  - (c) A contracted fixed administrative fee per contract holder per month (the fee must be the same for actives and retirees).
  - (d) Accept electronic fund transfers of claims costs on a weekly basis, and administrative fees on a monthly basis.
  - (e) Describe procedures for identifying and resolving questionable billing practices.
- (3) **Participant Services.** The Contractor's participant services must include, but not be limited to, the following:
- (a) Customized participant communication materials that communicate and promote the use of the managed Behavioral Health benefit to all eligible individuals with all communications subject to the State's approval. Materials must include, but are not be limited to, brochures, occasional articles for incorporation into State newsletters, and access to web-based services, including an article library, screening tools, and online coaching modules.
  - (b) Customer service activities to include, but not be limited to:
    - Access (via the customer service toll-free number or the after-hours service) 24 hours per day, seven days a week.
    - A single front-end toll-free 800 telephone number with touch-tone routing to (1) a member services queue to respond to inquiries on eligibility, benefits, claims, and participating provider locations and to register complaints about provider practices and services; (2) a clinical queue to provide referral assistance in accessing the PPO network and to conduct pre-certification and authorization of care; and (3) a crisis queue to provide access to clinical care manager assistance in the event of a crisis.
    - A voice response system with a user-friendly menu that customers can easily understand.
    - Separate 800 numbers for participants and providers.
    - Development of the same services through the Internet, including eligibility, benefits, and claims status features and an online provider directory with geographic and clinical specialty search features that afford members the opportunity to self-refer to outpatient providers under the open access model.
  - (c) Comprehensive patient and provider education services, including, but not limited to, dissemination of clinical practice guidelines to the entire PPO network, targeted education of problem providers, and targeted educational mailings to individual members and their providers based on identified clinical need.
  - (d) Coordination of services with SOM benefits staff, as well as other suppliers of SOM insurance benefits.
- (4) **Network and Utilization Management.** The Contractor's network and utilization management must include, but not be limited to, the following:
- (a) Initial credentialing, monitoring, and re-credentialing of network providers according to National Committee of Quality Assurance (NCQA) standards.
  - (b) Periodic on-site audits of participating providers, according to NCQA standards.



(c) The quality assurance component of the program must contain, at a minimum, the following elements:

- Utilization measures including but not limited to (1) admit rates, average length of stay, and days and visits/1000, by level of care, (2) readmission rates for higher levels of care, and (3) interventions by the Benefits office. Separate calculations must be provided for in-network and out-of-network utilization.
- Quality measures such as percent of cases with 24-hour care who kept an ambulatory follow-up appointment within seven and 30 days post discharge, member satisfaction, and clinical outcomes.
- Illness severity protocols for inpatient, outpatient, and intermediate (day treatment, partial hospitalization, intensive outpatient, etc.) levels of care that include clinical criteria or guidelines for admission, discharge, and step-down.
- Concurrent and retrospective review procedures, including staff qualifications to conduct the review, information required to complete the review, decision timeliness requirements, documentation requirements, and how staff are trained and monitored to insure appropriate application of clinical criteria within acceptable levels of inter-rater reliability.
- Protocols for physician peer review, including clinical or quality of care indicators for physician review, other than medical necessity.
- Clinical practice guidelines and methods for monitoring compliance with the guidelines in both the provider network and the care management process.
- Patient/provider satisfaction surveys.
- A method for conducting outcome analysis within the confines of confidentiality for inpatient and outpatient care that has been proven to be both valid and reliable.
- Criteria to evaluate provider performance, such as waiting times for routine and emergency care appointments, patient load, arrangements for non-emergency or urgent care, complaint rates, patient "switching" rates, utilization metrics, and clinical outcome data.

**(D) Funding.** The State will fund the managed MHSA PPO program on an ASO basis for the duration of the Contract.

**(E) Enrollment and Eligibility.**

CSC is responsible for transmitting eligibility and enrollment information for State active employees, COBRA participants, and their Dependents. The Office of Retirement Services (ORS) is responsible for transmitting eligibility and enrollment information for the State Employee Retirement System (SERS), State Police Retirement System (SPRS), Judges Retirement System (JRS), and the Military Retirement System (MRS), including COBRA users of those systems. ORS is also responsible for transmitting eligibility and enrollment information for some of the Defined Contribution former qualified participants. Contractor must be prepared to accept and coordinate two different data files from two separate state agencies (CSC and ORS).

Payment of Administration Fee/premiums is predicated on the enrollment records of the Plan Sponsor.

- (1) Contractor must maintain member information.
- (2) Contractor must provide online access to Plan Sponsor to the Contractor's eligibility system including full on-line access for Employee Benefits Division (EBD) staff with both inquiry and update capabilities.



- (3) Data for active members and COBRA members will be supplied through the Human Resource Management Network (HRMN). Eligibility information will be transferred, by CSC, via Data Exchange Gateway (or another method selected by the State). The State sends an 834 Health Insurance Portability and Accountability Act (HIPAA) compliant "changes only" file on a weekly basis and a "full file" quarterly.

Eligibility information for Members who are enrolled retirees will be transferred by ORS using the Data Exchange Gateway (or another method selected by the state). ORS sends an 834 formatted "changes only" file weekly. Data for retirees, their dependents, and any retirees or retiree-dependents on COBRA is supplied from the retirement account management system, Clarety.

- (4) Contractor must accept the Plan Sponsor's electronic enrollment files in the file formats indicated in the File Layouts and process change transactions to maintain up-to-date information for eligibility certification. The files must be processed and Member eligibility and/or enrollment update completed within one business day of notification from the Plan Sponsor or its designee, with confirmation of changes submitted to the Plan Sponsor and number of records loaded. The Contractor must also accept a full file on a quarterly basis.
- (5) Upon verbal notification by authorized Plan Sponsor representatives, Member eligibility and/or enrollment updates must be completed in real-time by the Contractor.
- (6) The Contractor must have both accessible and experienced staff of information technology (IT) professionals to provide programming to implement system changes and to develop system reports needed by the Plan Sponsor, within the Plan Sponsor's timeframe, unless a different timeframe is requested by the Contractor and approved by the Plan Sponsor. IT staff must be available for direct communications and meetings with the Plan Sponsor at the Plan Sponsors request. The Plan Sponsor reserves the right to request different or additional Contractor IT staff.
- (7) The Contractor must use a system similar to a Secure Sockets Layer (SSL) Message Center for all administrative communications concerning individual Members.
- (8) The State requires use of its Data Exchange Gateway (or another method selected by the State) for all file transmissions. Electronic transmission of identifiable data must be protected by passwords and a Secure File Transfer Protocol (SFTP) method.
- (9) The Contractor must comply with all requirements of HIPAA.
- (10) Contractor must maintain Member information. Any changes, additions or terminations of Member enrollment information or changes or additions to Member demographic information must originate from the Plan Sponsor. Contractor must not make any changes to Member information that would lead to Contractor and Plan Sponsor having different information for the same Member.
- (11) Contractor must maintain a Member's enrollment in the Plan unless otherwise notified by Plan Sponsor regardless of notifications from any other source.
- (12) Contractor is responsible for any changes, and any associated costs therein, to their systems or processes required to support the receipt and processing of Plan Sponsor's enrollment files. Contractor must work with Plan Sponsor to develop a timeline for implementation and testing of any system changes. Contractor must maintain a testing environment for this purpose.



- (13) Contractor must have validation edits in place to ensure, for each data load, that all fields are properly populated and readable. One-hundred percent of all accurate records that pass Contractor’s validation edits must be uploaded according to the Plan Sponsor’s schedule within one Business Day. Any records that do not pass Contractor’s validation tests must be reported to Plan Sponsor within two Business Days after the file has been uploaded. All discrepancy reporting must be in the format defined by the Plan Sponsor.
- (14) The Contractor must maintain and update weekly eligibility files. Contractor must maintain a data validation and quality control processes.

**(F) Service Level Agreement**

Contractor must ensure that the Service Level Agreements (SLAs) are measurable using the Contractor’s standard management information systems. Every SLA must have a report provided that is deemed adequate by the Plan Sponsor to verify the SLA has been met; SLAs without a corresponding report will be deemed unmet and subject to the penalty. Samples of reports that will be used for SLA compliance are required in advance to be deemed adequate. The Plan Sponsor reserves the right to independently verify the Contractor’s assessment of its performance, either by State employee or third party review. Disagreements regarding SLAs will be subject to Dispute Resolution (§ 2.190). The maximum payable annual penalty is twenty-five percent (25%) of the annual administrative services fee.

Within 45 Days after the end of each calendar quarter, the Contractor must provide the Plan Sponsor with a report assessing the Contractor’s performance under each SLA for the Plan Sponsor, and provide payment for any applicable penalties to the Plan Sponsor. Any metric that is reported must be accompanied by supporting documentation.

These SLAs are required throughout the duration of the Contract, including any optional renewal periods (if exercised).

SLAs are for all Services provided under this Contract for the Plan Sponsor.

<b>SLA # 1</b>
Eligibility Files
<b>Guarantee</b>
The Contractor must upload annual eligibility and benefit files within one business day of receipt and update (i.e., additions, deletions, corrections of addresses, names, social security numbers, etc.) biweekly eligibility files with the State eligibility input within one business day of receipt.  The Contractor must measure monthly and report its performance on this SLA on a quarterly basis.
<b>Penalty</b>
The penalty for failure to meet this requirement is 1.5% of the monthly administrative fees for each month missed.

<b>SLA # 2</b>
Identification (ID) Cards
<b>Guarantee</b>



<b>SLA # 2</b>
<p>100% of ID cards must be created and distributed through the U.S. Mail within 10 business days of receipt of the State eligibility files. Performance must be substantiated by documentation providing proof of receipt date and mailing date.</p> <p>ID Cards must have an accuracy rate of 99% or higher. Accuracy must be measured by sampling ID card production to ensure 99% accuracy of information.</p> <p>The Contractor must measure monthly and report its performance on this SLA on a quarterly basis.</p>
<b>Penalty</b>
<p>The penalty for failure to meet the Identification Card Timeliness SLA is 1.5% of the monthly administrative fees for each month missed.</p> <p>The penalty for failure to meet the Identification Card Accuracy SLA is 1.5% of the monthly administrative fees for each month missed.</p>

<b>SLA # 3</b>
<p>Average Claims Turnaround</p>
<b>Guarantee</b>
<p>The average time between when Claims have been received and paid must not exceed 10 calendar days.</p> <p>Contractor must measure monthly and report its performance on this SLA on a quarterly basis.</p>
<b>Penalty</b>
<p>The penalty for failure to meet this SLA is 1.5% of the monthly administrative fees for each month missed.</p>

<b>SLA # 4</b>
<p>Non-financial Error Rate (Claims Processing Accuracy)</p>
<b>Guarantee</b>
<p>The non-financial error rate (as defined as the number of claims with a non-financial error divided by the total number of claims) must not exceed 1.0%.</p> <p>Contractor must measure monthly and report its performance on this SLA on a quarterly basis.</p>
<b>Penalty</b>
<p>The penalty for failure to meet this SLA is 1.5% of the monthly administrative fees for each month missed.</p>



<b>SLA # 5</b>
Financial Error Rate
<b>Guarantee</b>
The financial error (as defined as the number of claims containing a financial error divided by the total number of claims) must not exceed 1.0%.  Contractor must measure monthly and report its performance on this SLA on a quarterly basis.
<b>Penalty</b>
The penalty for failure to meet this SLA is 1.5% of the monthly administrative fees for each month missed.

<b>SLA # 6</b>
Customer Service Response Time to Written Inquiries
<b>Guarantee</b>
Contractor must resolve 95% of all Member Written Inquiries within five Business Days of receipt; 100% of all Written Inquiries must be resolved within 10 Business Days. Written Inquiries will include those forwarded to the Contractor by the Plan Sponsor and the receipt date will be considered the date the Written Inquiry is received by the Contractor.  Contractor must measure monthly and report their performance on this SLA on a quarterly basis.
<b>Penalty</b>
The penalty for failure to meet this SLA is 1.0% of the monthly administrative fees for each month missed.

<b>SLA # 7</b>
Customer Service Call – Average Speed of Answer
<b>Guarantee</b>
On a monthly basis 90% of the calls must be answered in 30 seconds or less.  Contractor must measure monthly and report their performance on this SLA on a quarterly basis.
<b>Penalty</b>
The penalty for failure to meet this SLA is 1.5% of the monthly administrative fees for each month missed.



<b>SLA # 8</b>
Timely Production of Complete Management Reports
<b>Guarantee</b>
<p>Contractor must provide complete monthly and quarterly reports within 45 Days of the end of the month and quarter, and annual reports within 90 days of Plan year end.</p> <p>The Contractor must measure and report its performance on this SLA on a quarterly or annual basis, depending on report.</p>
<b>Penalty</b>
<p>The penalty for failure to meet the monthly reporting requirements of this SLA is 2.0% of the monthly administrative fee per month not met.</p> <p>The penalty for failure to meet the quarterly reporting requirements of this SLA is 2.0% per quarter not met, of the total quarterly Administrative Fee paid to the Contractor by the Plan Sponsor for each quarter that the SLA is not met. Each monthly report must be received timely within the respected timeframe of the report in order to meet the quarterly SLA.</p> <p>The penalty for failure to meet the annual reporting requirements of this SLA is 2.0% of the annual administrative fee.</p>

<b>SLA # 9</b>
Customer Service Response Time - Percent of Calls Abandoned
<b>Guarantee</b>
<p>The monthly call abandonment rate must not exceed 3.0% (determined by the number of calls abandoned by the total number of calls). A call will be considered abandoned if the Member hangs up at any time after initiating a transfer out of the Interactive Voice Response (IVR) system.</p> <p>Contractor must measure monthly and report their performance on this SLA on a quarterly basis.</p>
<b>Penalty</b>
The penalty for failure to meet this SLA is 2.0% of Contractor's monthly Administration fee for each month missed.

<b>SLA # 10</b>
Member Satisfaction Surveys
<b>Guarantee</b>
One statistically valid, Plan Sponsor specific, randomly sampled Member survey must be completed annually within the Contract year being assessed. Survey tool and scoring criteria will be mutually agreed upon within the first three months of Contract effective date. Results must be delivered to EBD within 90 days of the end of the fiscal year.



<b>SLA # 10</b>
<b>Penalty</b>
The penalty for failure to meet 90% survey satisfaction is 2.0% of Contractor's annual Administration Fee. Failure to reach 85% will result in an additional 1.0% penalty of Contractor's annual Administration Fee.

**(G) Network Match.**

The Contractor must have a national network of preferred providers in areas where State employees and retirees reside. General standards are at least two professionals (psychiatrist or psychologist) participating provider within five miles in urban areas, 10 miles in suburban areas and 20 miles in rural areas, and one facility (acute care hospital and residential care facility) within 10 miles in urban areas, 20 miles in suburban areas, and 40 miles in rural areas.

**Provider Network**

*Requirements:*

- (1) The Contractor must have a national network of preferred community of Mental Health Providers in areas where Members reside.
- (2) Contractor must have and use a valid process to credential, monitor and re-credential Network Providers.
- (3) Contractor must add 90% of qualified new providers to the network within 90 days of receiving the completed application.
- (4) Contractor must support Provider access to Protected Health Information (PHI) by means of a secured Internet portal.
- (5) Contractor must provide Pass-Through Pricing to Plan Sponsor.
- (6) Contractor must not charge Plan Sponsor or any Member any amount above that which is paid to the Provider under the terms of the contract between the Contractor and the Provider.
- (7) The Contractor must have a process in place to audit network providers for compliance with contractual terms and ensure the accurate administration of the MHSA PPO Plan.

**(H) Identification Cards.**

The Contractor must provide Identification cards to eligible employees, retirees, and their dependents. ID Cards must have an accuracy rate of 99% or higher. Accuracy must be measured by sampling ID card production to ensure 99% accuracy of information.

**(I) Member Communications Materials and Meetings.**

The Contractor must meet the requirements listed below.

- (1) Communication Materials (all communication materials must be provided in a web-ready format):
  - (a) Create and maintain a Plan Booklet for members, Summary of Benefits and Coverage (SBC) and Uniform Glossary, as defined in the Affordable Care Act, in conjunction with the Plan Sponsor.
  - (b) Provide reimbursement and claim forms reviewed and approved by the State.
  - (c) Training materials for the Employee Benefits staff.



- (d) At no additional cost, the Contractor must prepare and distribute announcements, letters, notices, brochures, forms, postage and other supplies and Services for distribution to Members.
- (e) Customized Member communications must be provided, by Contractor to Members, at no additional cost and are subject to the Plan Sponsor's approval. This also includes co-branding materials with the name of Contractor and Plan Sponsor, where desired by Plan Sponsor.
- (f) All communication materials must be approved by the Plan Sponsor in advance of distribution. All communication materials presented to Plan Sponsor for approval must allow adequate time for review and editing. This requirement applies to all information developed, provided, and/or distributed by Contractor to Members about the Plan—including those placed on the Contractor's Plan Sponsor-specific website--including, but not limited to:
  - (i) Explanation of Benefits (EOB) that details charges, copays, outstanding benefit limits and contact information for following up with questions or Appeal in easy-to-read language. Any denial of claims must have a detailed, understandable explanation of reason for denial.
- (g) Provider directories must be made available to members.

(2) Communication Meetings:

- (a) Contractor must provide speakers at meetings designated by Plan Sponsor at no additional charge to the Plan Sponsor. Meeting requests may vary from year-to-year. In addition to CSC designated meetings, Contractor may receive requests for speakers from Member support organizations (State Employees Retiree Association). All requests for in-state meetings must be accommodated. If the Contractor is unable to accommodate an in-state meeting request, the Contractor must see and obtain Plan Sponsor approval for excusal.

(3) Member Satisfaction:

- (a) Member Satisfaction: Contractor must measure client specific Member satisfaction within the Plan Year for the current Plan Year and report results to the Plan Sponsor. All areas where Member satisfaction levels are low must be remedied by the Contractor within a timeframe acceptable to the Plan Sponsor. Surveyed client sample must be random and must be a statistically significant sample size to produce a number of responses to produce statistically valid results. The methodology for gauging and monitoring this requirement, including the survey instrument and scoring methodology, is subject to Plan Sponsor approval.
- (b) Member surveys must be customized to the Plan Sponsor.

**(J) Audits.**

The State will periodically (at least once every two years) perform on-site audits of plan administrators. Contractor must make records associated with the administration of the State's Plans available to, and must cooperate with, such auditors and audits as the State may designate. The Contractor must maintain and make available to the State's auditors one or all of the following claim source documents for the audit:

- Paper claim submission – Original document or microfilm or print-out of imaged claim document.
- Optical Character Recognition (OCR) – Copy of original paper document.



- Electronic Data Interchange (EDI) – Documentation of original submitted data (in a readable format) as it appeared when received by administrator.

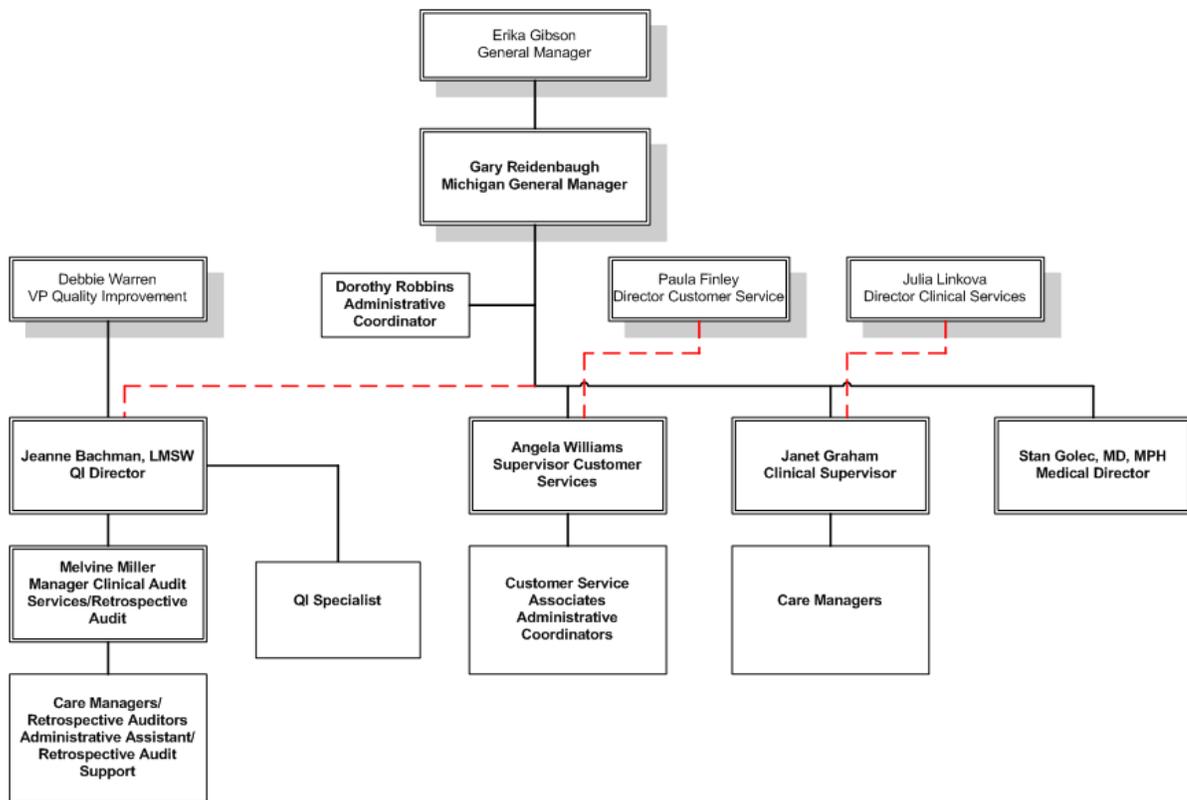
The State will audit two Plan Years at one time which will be conducted within 12 months of the end of the second year audited. The State reserves the right to change this approach without prior notice.

**1.030 Roles and Responsibilities**

**1.031 Contractor Staff, Roles, and Responsibilities**

Contractor must provide sufficient staffing resources for completion of the tasks and services as defined in this Contract. Contractor must also provide a detailed description of its company accreditations, licenses, and requirements listed below, and a detailed description of its key staff, additional staff, and its Subcontractors as related to this project, for final review and approval by the respective, assigned CCI, as follows:

The Contractor must to provide an employee/organization chart detailing each person’s function in regard to this project.



Key Personnel who are NOT located in Michigan must be made available to the Plan Sponsor (as determined or scheduled by Plan Sponsor or CCI, as designated by the State). The Contractor must assign not less than the following Key Personnel, subject to the requirements in § 2.062:

- (1) One Senior Account Manager (SAM)’s role and responsibilities must include:
  - (a) Serving as the single point of accountability for all projects initiated between the Contractor and the Plan Sponsor for management of the Contractor’s Account Team;
  - (b) Authority to make day-to-day decisions regarding service issues;
  - (c) Ability, within the Contractor’s organization, to obtain the use of Contractor’s resources, both direct and indirect, as necessary;



(d) Designating one back-up to the SAM, whose role and responsibilities must include involvement in account management and who is capable of performing the responsibilities of the SAM in the event that the SAM is unavailable. The Contractor's SAM back-up must be familiar with all specific requirements of this Contract. This back-up role may be filled by another key-staff person.

(2) Contractor must identify the individual who will be the SAM.

Gary Reidenbaugh  
Senior Account Manager

(3) Contractor must identify the individual who will be the SAM backup.

Julie Billingsley  
Senior Account Manager backup

(4) Contractor must assign service representatives responsive to inquiries, requests, and issues raised by the State.

Gary Reidenbaugh, Senior Account Manager (SAM), is responsible for responses to inquiries, requests, and issues raised by the state.

Angela Williams, Customer Service Supervisor, leads the team of customer service associates who respond to inquiries and requests from members.

(5) Contractor must describe the degree of decision-making authority the designated executive account team, inclusive of the SAM, will have within Contractor's organization to resolve operational problems and issues

Magellan's executive account team, including the SAM, has full authority to resolve operational problems or issues that may occur. Magellan's SAM, Gary Reidenbaugh, brings 25 years experience supporting the State of Michigan and has proven his ability to effectively resolve challenges that may occur. For example, under Magellan's current contract, after the State moved employees to its Medicare Advantage program, Mr. Reidenbaugh identified overpayments and duplicate payments the State was making for those employees. He then developed workaround solutions for authorizations and claims payments for an extended period of time until State's eligibility files were available. Ultimately, he negotiated a refund which returned the overpayments to the State.

Mr. Reidenbaugh will be responsible for fielding day-to-day customer concerns, and for ensuring that all necessary parties including the appropriate clinical and operations staff are involved in issue resolution. The senior-level care management center and account management teams are readily available and ultimately responsible for resolving any high-level or urgent issues. While acknowledgement of and response to a customer concern typically occurs within one business day, time frames for problem resolution follow Magellan corporate, or contracted customer standards—whichever are more restrictive. When appropriate the process will also include development of a corrective action plan, which is tracked by the SAM. Where a concern is determined to be the result of a systemic issue, Magellan's total quality improvement approach ensures resolution addresses the root cause. The SAM will keep the State apprised of our progress every step of the way until we have completed the process and brought the issue to satisfactory resolution.

Magellan's escalation process in the event of a problem is simple and effective. Our SAM is able to collaborate with other internal partners at Magellan to resolve all issues or questions. Also, we take a very proactive approach to routinely monitoring key service metrics so as to avoid any problems. Similarly, if there is a change in policy or process, the SAM will discuss the change with you to solicit your input and minimize any future disruption. Throughout, the SAM stays in close communication with the appropriate Magellan staff to ensure that the issue is resolved promptly and efficiently.



However, if we do need to escalate resolution of an issue, our Senior General Manager, Erika Gibson, immediately will engage as a part of the expeditious resolution. There is only one organizational level between our senior general manager and our vice president of commercial operations, which helps ensure a simple and quick escalation process.

- (6) Contractor must have a psychiatrist and psychologist available to provide the State analytical assistance and clinical advice.

The following individual are available to provide the State analytical assistance and clinical advice:

Stan Golec, Medical Director and Psychiatrist  
Ted Cravens, Psychologist

### **1.040 Project Plan**

#### **1.041 Project Plan Management**

##### *Requirements*

- (A) Contractor must carry out this project under the direction and control of the CSC, EBD.
- (B) There must be continuous liaising with the Contractor during this Contract and particularly during any process involving CSC partners or the Plan Sponsor. The CSC Plan Sponsor will meet with the Contractor's SAM for initial review of the Contractor's Project Plan prior to beginning service delivery and then periodically, as needed. The meetings will provide for reviewing progress and providing necessary guidance to the Contractor regarding the timing of activities and resolving issues or problems.
- (C) If the State notifies Contractor of any critical issues, Contractor must respond within one business day with an adequate and appropriate resolution and execution plan. If Contractor identifies any critical issues affecting Services, it must notify the CCI within one business day.
- (D) The plan must also describe in detail:
  - 1. Contractor's project management approach, including identifying methods, tools, and processes intended for oversight and completion of the implementation.
  - 2. Any anticipated issues/changes, when they may arise, and how those issues will be conveyed to the appropriate State staff, and include suggested resolution or risk mitigation strategies to the issue(s).
  - 3. A detailed protocol and escalation communication process; the plan must also provide escalation procedures and contact information for issues that may need to be escalated above the SAM.
  - 4. Any additional information or considerations for timely implementation pursuant to the contract requirements.
- (E) At minimum, the following milestones and timeframe(s) must be accomplished and completed by Contractor, unless otherwise approved by the State's CCI (via the Project Plan, etc.):
  - 1. Contractor must provide a final draft of the Project Plan to the CCI and Plan Sponsor within five State-business days from Contract award date.
  - 2. Final approval of Project Plan will be obtained from the CCI 14-days after submission of draft.

#### **1.042 Reports**

The State must receive the Contractor's standard report package and those reports described below. Failure to adhere to the timeframes indicated will result in penalties.



- (1) **Monthly reports.** Within 45 calendar days of the end of the month, the Contractor must provide the following reports:
- A brief summary, in letter form, of significant activities, issues, or problems identified or addressed during the month, or anticipated in subsequent months.
  - Claims Report, showing claims paid in the month, split between Actives, COBRA and Retirees, number of admissions, days/visits/services, charges, employee copays, and plan payments, split by network and non-network, and split by categories of inpatient and outpatient services.
  - Claims “lag” report, separated by Actives and Retirees, updated monthly for year-to-date claims, using the sample format attached as Attachment D.
  - Number of subscribers and dependents covered, split between Actives, Retirees and COBRA.
- (2) **Quarterly reports.** Within 45 calendar days of the end of the quarter, the Contractor must provide the following reports:
- (a) Quarterly and YTD summaries of Monthly Claims Report.
- (b) Performance Standard Guarantee Report detailing and providing backup for the Service Level Agreements.
- (c) Utilization review and case management summaries, which provide the following items:
- Response time in days to practitioner’s request for authorization of admission and continued care.
  - Time in days from admission or referrals to day reviewed
  - Admits per thousand and Average Length of Stay (ALOS) for adults and adolescents for claims under case management.
  - Number of reconsideration claims submitted and length of time in days to make reconsideration.
  - Reversal rate for medical necessity decisions for internal reconsideration and external appeals.
  - Case management information, including the number and cost of case management activities, referencing the type of provider utilized, focus of task, and amount of savings achieved.
  - Number and percent of total cases in case management that resulted in alternative treatments.
- (d) Network and Utilization Management report, including the following items:
- Number of providers identified as requiring further investigation.
  - Number of providers for which more details were requested and are currently pending, with number concluded with no adverse recommendations.
  - Percent of providers reviewed in monitoring patterns of abuse.
  - Average time from identification of the problem to conclusion of the investigation.
  - Number of complaints made and the number unresolved.
  - Summary of all reconsiderations and appeals.
  - Number of providers and ratio of providers to claims.
- (3) **Annual Report.** Within 90 calendar days after the plan year’s September 30 end, the Contractor must provide the following reports:
- Management summary.



- Full financial and enrollment experience, including the items shown in monthly and quarterly reports, summarized to an annual basis.
  - Claims coordinated, split by claims coordinated with the State-sponsored health plans, and by spouse's employer-sponsored medical or MHPA plans.
- (4) Contractor must have on-line or electronic reporting capabilities.
- (5) Contractor must provide access to a demonstration website (URL and password); include access to the member, provider, and client sections of the site.

### **1.050 Acceptance**

#### **1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this Contract:

- Adherence to Project Plan and approved calendar.
- Adherence to Service Level Agreements.
- Demonstrated considerable knowledge and expertise of health care administration programs.
- No more than a 2.5% network disruption.
- GeoAccess that meet the requirement standards.

#### **1.052 RESERVED**

### **1.060 Proposal Pricing**

#### **1.061 Proposal Pricing**

For authorized Services and Price List, see Attachment A.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dtmb](http://www.michigan.gov/dtmb) for current rates.

#### **1.062 Price Term**

Prices quoted are firm for the entire length of the Contract.

#### **1.063 Tax Excluded from Price**

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

#### **1.064 RESERVED**

### **1.070 RESERVED**



## **Article 2. Terms and Conditions**

### **2.000 Contract Structure and Term**

#### **2.001 Contract Term**

The Contract is for a period of three years and eight months beginning February 1, 2014 through September 30, 2017. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

#### **2.002 Options to Renew**

The Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two additional one year periods.

#### **2.003 Legal Effect**

Contractor must show acceptance of the Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under the Contract, until Contractor is notified in writing that the Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

#### **2.004 Attachments & Exhibits**

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing the Contract, are incorporated in their entirety and form part of the Contract.

#### **2.005 Ordering**

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

#### **2.006 Order of Precedence**

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.



### **2.007 Headings**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

### **2.008 Form, Function & Utility**

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

### **2.009 Reformation and Severability**

Each provision of the Contract is severable from all other provisions of the Contract and, if one (1) or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

### **2.010 Consents and Approvals**

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

### **2.011 No Waiver of Default**

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

### **2.012 Survival**

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

## **2.020 Contract Administration**

### **2.021 Issuing Office**

The Contract is issued by the Department of Technology, Management and Budget, DTMB-Procurement and the Department of Civil Service Commission (CSC) (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. DTMB-Procurement **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contractor Administrator within DTMB-Procurement for the Contract is:

Pamela Platte  
Procurement  
Department of Technology, Management and Budget  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
plattep@michigan.gov  
Phone: 517-373-0484

### **2.022 Contract Compliance Inspector**

After DTMB-Procurement receives the properly executed Contract, it is anticipated that the Chief Procurement Officer, DTMB-Procurement, in consultation with CSC will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of the Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DTMB-Procurement.** The CCI for the Contract is:



Lauri Schmidt  
 Civil Service Commission  
 Employee Benefits Division  
 Capitol Commons Center, 4<sup>th</sup> Floor  
 P.O. Box 30002  
 Lansing MI 48909  
 schmidtL@michigan.gov  
 Phone: 517-373-1846  
 Fax: 517-373-3174

### **2.023 Project Manager**

The following individual will oversee the project:

Rebecca Guyski, Benefits Specialist  
 Civil Service Commission  
 Employee Benefits Division  
 Capitol Commons Center, 4<sup>th</sup> Floor  
 P.O. Box 30002  
 Lansing MI 48909  
 guyskir@michigan.gov  
 Phone: 517-335-4153  
 Fax: 517-373-3174

### **2.024 Change Requests**

The State reserves the right to request, from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under the Contract, describing the Change and its effects on the Services and any affected components of the Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the DTMB-Procurement.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

### **2.025 Notices**

Any notice given to a party under the Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being



sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system. Either party may change its address where notices are to be sent by giving notice according to this Section.

#### **2.026 Binding Commitments**

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

#### **2.027 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors is an employee, agent or servant of the State. Contractor is solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

#### **2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

#### **2.029 Assignments**

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one (1) entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

### **2.030 General Provisions**

#### **2.031 RESERVED**

#### **2.032 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

#### **2.033 Contract Distribution**

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.



### **2.034 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services.

### **2.035 Website Incorporation**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

### **2.036 Future Bidding Preclusion**

Contractor acknowledges that, to the extent the Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

### **2.037 Freedom of Information**

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq (the "FOIA").

### **2.038 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under the Contract must provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

## **2.040 Financial Provisions**

### **2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under the Contract must specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

### **2.042 Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under any Statement of Work issued under the Contract is subsequently reduced by the State, the parties must negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

### **2.043 Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

### **2.044 Invoicing and Payment – In General**

(a) Each Statement of Work issued under the Contract must list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice must show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis must show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor



category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) **Contract Payment Schedule**

1. Contractor request for performance-based payment.  
The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the CCI. Unless otherwise authorized by the CCI, all performance-based payments in any period for which payment is being requested must be included in a single request, appropriately itemized and totaled.
2. Approval and payment of requests.
  - a) The Contractor is not entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The CCI must determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the Contract. The CCI may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion, which has been or is represented as being payable.
  - b) A payment under this performance-based payment clause is a contract financing payment under the Quick Payment Terms in **Section 1.061** of the Contract.
  - c) The approval by the CCI of a request for performance-based payment does not constitute an acceptance by the State and does not excuse the Contractor from performance of obligations under the Contract.

**2.045 Pro-ration**

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services must be pro-rated for any partial month.

**2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.

**2.047 Final Payment**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

**2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).



## **2.050 Taxes**

### **2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

### **2.052 Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two (2) or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

## **2.060 Contract Management**

### **2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

### **2.062 Contractor Key Personnel**

(a) The Contractor must provide the CCI with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The State reserves the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. If the State disapproves an individual, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements and appropriate transition planning must be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract.



(e) The Contractor must notify the CCI and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

(f) Liquidated damages may be assessed by the State for Unauthorized Removal as provided in Section 2.243, Liquidated Damages.

### **2.063 Re-assignment of Personnel at the State's Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

### **2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on the Contract must perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel must, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

### **2.065 Contractor Identification**

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

### **2.066 Cooperation with Third Parties**

Contractor must cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. The Contractor must provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities.

### **2.067 Contractor Return of State Equipment/Resources**

The Contractor must return to the State any State-furnished equipment, facilities, and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

### **2.068 Contract Management Responsibilities**

The Contractor must assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State considers the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.



## **2.070 Subcontracting by Contractor**

### **2.071 Contractor Full Responsibility**

Contractor has full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under the Contract, including payment of any and all charges for Services and Deliverables.

### **2.072 State Consent to Delegation**

Contractor must not delegate any duties under the Contract to a Subcontractor unless the DTMB-Procurement has given written consent to such delegation. The State reserves the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. Replacement Subcontractor(s) for the removed Subcontractor must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

### **2.073 Subcontractor Bound to Contract**

In any subcontracts entered into by Contractor for the performance of the Services, Contractor must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract will not relieve Contractor of any obligations or performance required under the Contract.

### **2.074 Flow Down**

Except where specifically approved in writing by the State on a case-by-case basis, Contractor must flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

### **2.075 Competitive Selection**

The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

## **2.080 State Responsibilities**

### **2.081 Equipment**

The State must provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

### **2.082 Facilities**

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor must not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the



Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

## **2.090 Security**

### **2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

### **2.092 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract immediately after becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

### **2.093 PCI Data Security Standard**

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

## **2.100 Confidentiality**

### **2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses, and will continue to possess, confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under the Contract, is marked as



confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

### **2.102 Protection and Destruction of Confidential Information**

The State and Contractor must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by the Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

### **2.103 Exclusions**

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

### **2.104 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

### **2.105 Respective Obligations**

The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.

## **2.110 Records and Inspections**

### **2.111 Inspection of Work Performed**

The State's authorized representatives have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed at any time. The Contractor must provide reasonable assistance for the State's representatives during inspections.

**2.112 Retention of Records**

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of 7 years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

**2.113 Examination of Records**

(a) The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract. The financial and accounting records associated with the Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the Contract.

**2.114 Audit Resolution**

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

**2.115 Errors**

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

**2.120 Warranties****2.121 Warranties and Representations**

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.



(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under the Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under the Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under the Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in the Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to DTMB-Procurement.

**2.122 RESERVED**

**2.123 RESERVED**

**2.124 RESERVED**

**2.125 RESERVED**

**2.126 RESERVED**

**2.127 RESERVED**

**2.128 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of the Contract.

**2.130 Insurance**

**2.131 Liability Insurance**

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of, or result from, or are alleged to arise out of, or result from, the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.



- (c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.
- (d) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
- (e) Unless the State approves otherwise, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.
- (f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.
- (g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.
- (h) The Contractor must provide, within five business days, written notice to the Director of DTMB-Procurement if any policy required under this section is cancelled. The notice must include the applicable Contract or Purchase Order number.
- (i) The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
- (j) The Contractor is responsible for the payment of all deductibles.
- (k) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.
- (l) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.
- (m) The Contractor is required to pay for and provide the type and amount of insurance checked  below:

**(i) Commercial General Liability**

Minimal Limits:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations;
- \$2,000,000 Products/Completed Operations Aggregate Limit;
- \$1,000,000 Personal & Advertising Injury Limit; and
- \$1,000,000 Each Occurrence Limit.

Deductible maximum:

\$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that the insurance policy contains a waiver of subrogation by the insurance company.

**(ii) Umbrella or Excess Liability**

Minimal Limits:

\$10,000,000.00 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (i), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.



**(iii) Motor Vehicle**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

**(iv) Hired and Non-Owned Motor Vehicle**

Minimal Limits:

\$1,000,000 Per Accident

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(v) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

**(vi) Employers Liability**

Minimal Limits:

\$100,000 Each Incident;  
\$100,000 Each Employee by Disease  
\$500,000 Aggregate Disease

**(vii) Employee Fidelity (Crime)**

Minimal Limits:

\$1,000,000 Employee Theft Per Loss

Deductible Maximum:

\$50,000 Per Loss

Additional Requirements:

Insurance must cover Forgery and Alteration, Theft of Money and Securities, Robbery and Safe Burglary, Computer Fraud, Funds Transfer Fraud, Money Order and Counterfeit Currency.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as Loss Payees on the certificate.

**(viii) Professional Liability (Errors and Omissions)**

Minimal Limits:

\$3,000,000 Each Occurrence  
\$3,000,000 Annual Aggregate

Deductible Maximum:

\$1,000,000 Per Loss

 **(ix) Medical Malpractice**Minimal Limits:(Small Provider)\$200,000 Each Occurrence  
\$600,000 Annual Aggregate(Large Provider)\$1,000,000 Each Occurrence  
\$3,000,000 Annual AggregateDeductible Maximum:

\$5,000 Each Occurrence

 **(x) Cyber Liability**Minimal Limits:\$1,000,000 Each Occurrence  
\$1,000,000 Annual AggregateAdditional Requirements:

Insurance should cover (a) unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosures of personal and corporate information; (b) Transmitting or receiving malicious code via the insured's computer system; (c) Denial of service attacks or the inability to access websites or computer systems.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

 **(xi) Property Insurance**

Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The State must be endorsed on the policy as a loss payee as its interests appear.

**2.132 Subcontractor Insurance Coverage**

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.131, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

**2.133 Certificates of Insurance**

Before the Contract is signed, and within 10 days of the insurance expiration date every year thereafter, the Contractor must provide evidence that the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds as required. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in Section 2.131, Liability Insurance. Each certificate must be on the standard "Accord" form or equivalent and MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.

**2.140 Indemnification****2.141 General Indemnification**

The Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of



investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of the Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

#### **2.142 Code Indemnification**

The Contractor must indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

#### **2.143 Employee Indemnification**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

#### **2.144 Patent/Copyright Infringement Indemnification**

The Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under the Contract.

#### **2.145 Continuation of Indemnification Obligations**

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

#### **2.146 Indemnification Procedures**

The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist



Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses, including attorney fees.

## **2.150 Termination/Cancellation**

### **2.151 Notice and Right to Cure**

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

### **2.152 Termination for Cause**

(a) The State may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State



(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the Contract for a termination for convenience.

### **2.153 Termination for Convenience**

The State may terminate the Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

### **2.154 Termination for Non-Appropriation**

(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available.



### **2.155 Termination for Criminal Conviction**

The State may terminate the Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

### **2.156 Termination for Approvals Rescinded**

The State may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

### **2.157 Rights and Obligations upon Termination**

(a) If the State terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates the Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

### **2.158 Reservation of Rights**

Any termination of the Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

### **2.160 Reserved**

### **2.170 Transition Responsibilities**

#### **2.171 Contractor Transition Responsibilities**

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a



reasonable period of time that in no event will exceed 90 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.**

#### **2.172 Contractor Personnel Transition**

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor must notify all of Contractor's subcontractors of procedures to be followed during transition.

#### **2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor must provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

#### **2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under the Contract. This must include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

#### **2.175 Transition Payments**

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

#### **2.176 State Transition Responsibilities**

In the event that the Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

### **2.180 Stop Work**

#### **2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section**



## 2.150.

### 2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment must conform to the requirements of **Section 2.024**.

### 2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. The State is not liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

## 2.190 Dispute Resolution

### 2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

### 2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Procurement, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract must be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.



(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

### **2.193 Injunctive Relief**

A claim between the State and the Contractor is not subject to the provisions of Section 2.192, Informal Dispute Resolution, where a party makes a good faith determination that a breach of the Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy.

### **2.194 Continued Performance**

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

## **2.200 Federal and State Contract Requirements**

### **2.201 Nondiscrimination**

In the performance of the Contract, Contractor must comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq., as amended, and all applicable federal, State and local fair employment practices and equal opportunity laws as amended. Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., as amended, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., as amended, and any breach of this provision may be regarded as a material breach of the Contract.

### **2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

### **2.203 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor and any Subcontractor must comply with all applicable state and federal laws.

### **2.204 Prevailing Wage**

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of the Contract in privity of contract with the Contractor must not be less than the wage rates and fringe benefits established by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor must include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of the Contract in privity of contract with the Contractor must keep posted on the work site, in a conspicuous



place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Licensing and Regulatory Affairs, the office responsible for enforcement of the wage rates and fringe benefits. The Contractor must keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with the Contract. This record must be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted must also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

## **2.210 Governing Law**

### **2.211 Governing Law**

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

### **2.212 Compliance with Laws**

Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

### **2.213 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan and the Contractor expressly consents to personal jurisdiction in Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

## **2.220 Limitation of Liability**

### **2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

## **2.230 Disclosure Responsibilities**

### **2.231 Disclosure of Litigation**

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.



- (b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the Contract would cause a reasonable party to be concerned about:
- (i) the ability of Contractor (or a Subcontractor) to continue to perform the Contract according to its terms and conditions, or
  - (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of the Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
    - (a) Contractor and its Subcontractors must be able to continue to perform the Contract and any Statements of Work according to its terms and conditions, and
    - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must make the following notifications in writing:
- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Procurement.
  - (2) Contractor must also notify DTMB Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
  - (3) Contractor must also notify DTMB Procurement within 30 days whenever changes to company affiliations occur.

### **2.232 Call Center Disclosure**

Contractor and/or all Subcontractors involved in the performance of the Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of the Contract.

### **2.233 Bankruptcy and Insolvency**

The State may, without prejudice to any other right or remedy, terminate the Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under the Contract.

The Contractor must place appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

## **2.240 Performance**

### **2.241 Time of Performance**

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.



(b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

#### **2.242 Service Level Agreements (SLAs)**

(a) SLAs will be completed with the following operational considerations:

- (i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
- (ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
- (iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
- (iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
  1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
  2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) is defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service must not affect any tiered pricing levels.

(c) Root Cause Analysis must be performed on any business critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor must provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals must be rounded to two decimal places, with five and greater rounding up and four and less rounding down, unless otherwise specified.

#### **2.243 RESERVED**

#### **2.244 Excusable Failure**

Neither party will be liable for any default, damage, or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.



If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. but the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## **2.250 RESEVERED**

### **2.260 Ownership**

#### **2.261 Ownership of Work Product by State**

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents, or other proprietary rights in the Deliverables.

#### **2.262 Vesting of Rights**

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

#### **2.263 Rights in Data**

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor must not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor must not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.



(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State must not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

#### **2.264 Ownership of Materials**

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

#### **2.270 State Standards**

##### **2.271 Existing Technology Standards**

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--00.html>.

##### **2.272 Acceptable Use Policy**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see [http://www.michigan.gov/cybersecurity/0,1607,7-217-34395\\_34476---00.html](http://www.michigan.gov/cybersecurity/0,1607,7-217-34395_34476---00.html). All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

##### **2.273 Systems Changes**

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access, and configuration management procedures.

##### **2.274 Electronic Receipt Processing Standard**

All electronic commerce applications that allow for electronic receipt of credit/debit card and electronic check (ACH) transactions must be processed via the Centralized Electronic Payment Authorization System (CEPAS).

#### **2.280 RESERVED**

#### **2.290 Environmental Provision**

##### **2.291 Environmental Provision**

Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by the federal, State, or local laws governing the protection of the public health, natural resources, or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.



(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State, and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit [http://www.michigan.gov/deq/0,1607,7-135-3310\\_4108-173523--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html)

#### Refrigeration and Air Conditioning:

The Contractor must comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to the Contract.

#### Environmental Performance:

Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

### **2.300 Other Provisions**

#### **2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials**

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.





**Attachment A, Price Proposal**

<b>Mental Health/Substance Abuse Admin Fees</b>						
		<b>Admin Fee. Per Contract</b>	<b>Months</b>	<b>Contracts</b>	<b>Claims Cost</b>	<b>Total Yearly Projected Admin. Fee</b>
<b>Start</b>	<b>End</b>	<b>Per Month (PCPM)</b>				
2/1/2014	1/31/2015	\$ 2.21	12	73,172	\$ 10,056,632.28	\$ 11,997,153.72
2/1/2015	1/31/2016	\$ 2.21	12	73,172	\$ 10,056,632.28	\$ 11,997,153.72
2/1/2016	1/31/2017	\$ 2.21	12	73,172	\$ 10,056,632.28	\$ 11,997,153.72
2/1/2017	9/30/2017	\$ 2.21	8	73,172	\$ 6,704,421.52	\$ 7,998,102.48
					<b>Total Projected Fee</b>	<b>\$ 43,989,563.64</b>



**Attachment B, Plan Design**

Item	Description	Detail
1.	Plan Number:	223
	Plan Name:	State of Michigan
	Effective Date:	10/1/07
2.	Providers:	Vendor's Panel
3.	Covered Disciplines:	All other disciplines ineligible except with client approval.
		MD/DO Psychiatrist/Rehab Facility
		MD/DO Family Practice Outpatient Clinic
		MD/DO Other Licensed Clinical Psychologist
		MD/DO Psych Unspecified Master's Level Psychologist
		MD/DO Psych Adult Other Psychologist
		MD/DO Psych Child Licensed/Certified Social Worker
		MD/DO Psych Geriatric Other Social Worker
		Ph.D. Clinical Licensed/Certified Mental Health Counselor
		LPC Licensed Professional Counselor
		Psy.D. Qualified Mental Health Practitioner
		Ed.D. Licensed/Certified Marriage Family Counselor
		Masters Social Worker Physician Assistant
		Psych Nurse Psychiatric Clinical Nurse Specialist
		Nurse Practitioner Certified Registered Nurse Anesthetist
		Marriage & Family Counselor Registered Nurse
		Certified Addiction Counselor (CAC) Licensed Practical Nurse (LPN)
		Masters Level Psych (LLP) Chemical Dependency/Addictions Counselor
		Lab Services Targeted Case Manager
4.	Claims Filing Limitation:	<ul style="list-style-type: none"> <li>12 months from date of service for all network and non-network providers when primary.</li> </ul>
6.	Waiting Period:	Eligibility start date indicated and sent on eligibility tape received by the state.
7.	Pre-existing Conditions:	No pre-existing condition clause applies.
8.	COBRA:	COBRA eligible employees are covered. Eligibility date for COBRA participants will be sent on eligibility tape.



9.	Coordination of Benefits:	<ul style="list-style-type: none"> <li>Follows the birthday rule.</li> <li>If a balance remains after the primary insurance pays, Vendor pays the lesser of:                             <ul style="list-style-type: none"> <li>The balance of the service or</li> <li>The amount that would have been paid if Vendor was primary</li> </ul> </li> <li>If certified: 100% of allowed amount IP; 90% of allowed amount OP</li> <li>If not certified: 50% of allowed amount IP/OP</li> </ul>	
10.	Coordination with Medicare:	<ul style="list-style-type: none"> <li>Vendor primary for active employees</li> <li>Medicare primary for Medicare eligible retirees.</li> </ul>	
11.	Termination of Benefits:	<ul style="list-style-type: none"> <li>Termination dates will be sent in eligibility files.</li> <li>Termination record sent for employee will also terminate benefits for all dependents.</li> </ul>	
12.	Out-of-Pocket (stop-loss)	None, N/A	
13.	Deductibles:	None	
14.	Member Copayments:	In-Network:	<ul style="list-style-type: none"> <li>Member held harmless</li> <li>IP \$0.00 copay with or without certification</li> <li>OP 10% copay with or without certification</li> </ul>
		Out of Network:	<ul style="list-style-type: none"> <li>IP 50% copay</li> <li>OP 50% copay</li> <li>(No authorization needed for 50% reimbursement)</li> </ul>
		Administrative Waiver	Same as copay In-Network/certified
15.	Lifetime Maximums:	None	
16.	Outpatient Psychiatric (Provider Reimbursement)	In-Network:	<ul style="list-style-type: none"> <li>Member held harmless</li> <li>90% of allowed amount if certified</li> <li>50% of allowed amount if not certified</li> </ul>
		Out of Network:	<ul style="list-style-type: none"> <li>50% of allowed amount</li> <li>(No authorization needed for 50% reimbursement)</li> </ul>
		Administrative Waiver	Paid like In-Network/certified
17.	Outpatient Substance Abuse:	Aggregate \$3,500 limitation per calendar year	
		In-Network:	<ul style="list-style-type: none"> <li>Member held harmless</li> <li>90% of allowed amount if certified</li> <li>50% of allowed amount if not certified</li> </ul>



		Out of Network:	<ul style="list-style-type: none"> <li>50% of allowed amount</li> <li>(No authorization needed for 50% reimbursement)</li> </ul>
		Administrative Waiver	Paid like In-Network/certified
18.	Inpatient Psychiatric:	In-Network:	<ul style="list-style-type: none"> <li>Member held harmless</li> <li>100% of allowed amount up to 365 days per year if certified</li> <li>50% of allowed amount up to 365 days if not certified</li> </ul>
		Out of Network:	50% up to 365 days per year (lesser of allowed amount or billed charges)
		Administrative Waiver	Paid like In-Network/certified
19.	Inpatient Substance Abuse:		<ul style="list-style-type: none"> <li>Up to 28 days per treatment period; maximum of two periods per calendar year.</li> <li>SA treatment periods must be separated by at least 60 days (either in/out of network). Second SA admission is renewable after 60 days from the date of discharge.</li> <li>Prior client approval required to waive 60-day separation.</li> </ul>
		In-Network:	<p>Member held harmless</p> <p>100% of allowed amount if certified</p> <p>50% of allowed amount if not certified</p>
		Out of Network:	<p>50% of lesser of allowed amount or billed charges</p> <ul style="list-style-type: none"> <li>(No authorization needed for 50% reimbursement)</li> </ul>
		Administrative Waiver	Paid like In-Network/certified
20.	Detox:		<ul style="list-style-type: none"> <li>Substance Abuse/Sub acute detox is covered under plan and is included in the normal annual and lifetime limits.</li> <li>All detox services are covered under IP benefits.</li> <li>Acute detox covered under medical benefit.</li> </ul>
21.	Alternative Levels of Care (ALOC) – Inpatient		<ul style="list-style-type: none"> <li>28-day maximum treatment period for SA (above) includes all IP/alternative levels of care (both in and out of network).</li> <li>Alternative levels of care days accumulate on a 2 for 1 basis. Each 2 ALOC days equal 1 day of IP benefits.</li> <li>Intensive Outpatient (IOP) is covered and reimbursed under the IP MHSA benefit at a 2:1 ratio.</li> <li>Partial Hospitalization services are covered and reimbursed under the IP MHSA benefit at a 2:1 ration.</li> <li>Residential Treatment (RTC) services are covered and reimbursed under the IP benefit at a 2:1 ration.</li> <li>Halfway House: 100% if certified; 50% if not certified, paid out of the 28-day IP benefit at a 2:1 ration.</li> </ul>



22.	Alternative Levels of Care (ALOC) – Outpatient	Home Health Care:	<ul style="list-style-type: none"> <li>90% if certified of allowed amount or negotiated rate with prior client approval and administrative waiver.</li> </ul>
			<ul style="list-style-type: none"> <li>Not certified: No benefit.</li> </ul>
		Nursing Home:	<ul style="list-style-type: none"> <li>90% if certified of allowed amount or negotiated rate with prior client approval and administrative waiver.</li> </ul>
		Light Therapy:	<ul style="list-style-type: none"> <li>90% if certified for cost of unit and accompanying therapy with prior client approval and administrative waiver.</li> </ul>
23.	Psychological Testing:		<ul style="list-style-type: none"> <li>90% of allowed rates with prior certification.</li> <li>50% if not certified (of lesser of allowed amount or billed charges)</li> <li>No distinction between in and out of network</li> </ul>
24.	Electroconvulsive Therapy:		<ul style="list-style-type: none"> <li>OP ECT will pay as one partial hospital day at 100% of the allowed rate if pre-certified.</li> <li>Anesthesiologist is paid at 100% of billed charges for IP and OP ECT if pre-certified and 50% of allowed rate if not pre-certified.</li> <li>Hospital, psychiatrist, and other associated costs pay at 100% of allowed amount if pre-certified and at 50% of allowed rate if not pre-certified.</li> <li>Anesthesia will pay 50% of billed charges for IP and OP ECT if not pre-certified.</li> <li>All OP ECT costs pay out of the partial hospital benefit.</li> </ul>
25.	Emergency Room:		<ul style="list-style-type: none"> <li>ER covered when medically necessary and care is determined to be emergent</li> </ul>
		Admission:	Paid under IP benefit as part of per diem.
		Non-Admit:	90% of allowed amount if certified. 50% of allowed amount if not certified.
26.	Laboratory:		<ul style="list-style-type: none"> <li>In- or Out-of-Network</li> <li>OP labs payable at 100% of billed charges when primary diagnosis is MH/SA. Includes EKGs, EEGs, Venal Punctures, Urine Drug Screen (UDS), MRI, and CT Scan for covered diagnoses.</li> <li>No medication management certification required.</li> <li>IP lab charges included in per diem for In-Network facilities; 100% for Out-of-Network facilities.</li> </ul>
27.	Prescription Drugs:		<ul style="list-style-type: none"> <li>Prescription drugs are covered under IP benefits only in an all-inclusive manner under per diem.</li> <li>Any drug charges, which are above and beyond the all-inclusive rates, will be paid by the prescription drug carrier.</li> </ul>



28.	Ambulance	<ul style="list-style-type: none"> <li>Covered at 100% of allowed amount with certified admission. Primary diagnoses must be MH/SA.</li> </ul>																		
		<ul style="list-style-type: none"> <li>Ambulance charges associated with a hospital and reported on UB92 or HCFA 1500 are paid at 100% (i.e., transfer from one facility to another).</li> <li>For other ambulance charges, the plan pays the first \$25 and then 90% of the balance (i.e., transport from home).</li> </ul>																		
29.	Transition Cases:	<ul style="list-style-type: none"> <li>Runs 90 days from start date for new business only (does not apply to new hires).</li> <li>All transition cases will be paid at In-Network benefit level for those currently in OP treatment at effective date.</li> <li>After 90 days Out-of-Network service paid at Out-of-Network benefit; 50% of allowed rate.</li> </ul>																		
30.	Reasonable and Customary Rates for Non-Network Providers:	Billed charges or negotiated rate through Administrative Waiver or Single Case Agreement.																		
31.	Covered Diagnoses: (ICD9 Dx Codes)	<table border="0"> <tr> <td>Dementia Disorders:</td> <td>290.0 – 290.43</td> </tr> <tr> <td>Alcohol Induced Disorders:</td> <td>291.0 – 291.9</td> </tr> <tr> <td>Amphetamine Induced Disorders:</td> <td>292.0 – 292.9</td> </tr> <tr> <td>Substance Dependence:</td> <td>303.0 – 304.90</td> </tr> <tr> <td>Anorexia Nervosa:</td> <td>307.1</td> </tr> <tr> <td>Tourette's Disorder:</td> <td>307.23</td> </tr> <tr> <td>Eating Disorder NOS:</td> <td>307.50</td> </tr> <tr> <td>Bulimia Nervosa:</td> <td>307.51</td> </tr> <tr> <td>Other (unless excluded below):</td> <td>308.3 – 314.90</td> </tr> </table>	Dementia Disorders:	290.0 – 290.43	Alcohol Induced Disorders:	291.0 – 291.9	Amphetamine Induced Disorders:	292.0 – 292.9	Substance Dependence:	303.0 – 304.90	Anorexia Nervosa:	307.1	Tourette's Disorder:	307.23	Eating Disorder NOS:	307.50	Bulimia Nervosa:	307.51	Other (unless excluded below):	308.3 – 314.90
Dementia Disorders:	290.0 – 290.43																			
Alcohol Induced Disorders:	291.0 – 291.9																			
Amphetamine Induced Disorders:	292.0 – 292.9																			
Substance Dependence:	303.0 – 304.90																			
Anorexia Nervosa:	307.1																			
Tourette's Disorder:	307.23																			
Eating Disorder NOS:	307.50																			
Bulimia Nervosa:	307.51																			
Other (unless excluded below):	308.3 – 314.90																			



32.	Exclusions:	<p>The following diagnoses are excluded as Primary: V-code diagnoses are not covered (unless certified, then pay for initial evaluation only – 90801).</p> <p>Personality Disorders: 301.0 – 301.9  Sexual Disorders: 302.2 – 302.9, 306.51  Substance Abuse: 305.0 – 305.9  Tic Disorders: 307.20 – 307.22  Sleep Disorders: 307.42 – 307.47  Elimination Disorders: 307.6 – 307.7  Paid Disorders: 307.8 – 307.89  Developmental Disorders: 307.52 – 307.59, 307.9, 315.0 – 319.0</p> <p><b>The following service are excluded:</b>  Services by practitioners not designated as eligible providers  Hypnotherapy  Biofeedback  Eye Movement Desensitization and Reprocessing (EMDR)  Guided Imagery  Marital Counseling  Psychodrama  Sex Therapy, including therapy for sexual dysfunction or therapy related in any way to gender identity disorders or intersex surgery  Art Therapy  Recreation  Therapy  Behavior Modification, including for habitual behaviors such as compulsive gambling  Counseling for vocational, academic or educational purposes  Court-ordered psychotherapy, including substance abuse</p>
		<p>Services received at private residences  Telephone consultations or therapeutic phone sessions  Music Therapy</p>
34.	Funding Agreement:	Administrative Services Only
35.	Reporting Requirements:	Monthly, quarterly, and annual reports (including Appeals – number of approvals and denials) to State of Michigan



**Attachment C, Reimbursement Schedule**  
**MAGELLAN HEALTH SERVICES**  
**STATE OF MICHIGAN REIMBURSEMENT SCHEDULE**

DESCRIPTION	CPT CODE	PHYSICIAN	PSYCHOLOGIST	MASTER'S	CLINICAL
				LEVEL	NURSE
					SPECIALIST
Psychiatric Diagnostic Evaluation- no medical svcs	90791	\$120.00	\$95.00	\$61.00	\$61.00
Psychotherapy w/ patient and/or family member, 30 min	90832	\$50.00	\$46.00	\$33.00	\$33.00
Psychotherapy w/ patient and/or family member, 45 min	90834	\$75.00	\$72.00	\$59.00	\$59.00
Psychotherapy w/ patient and/or family member, 60 min	90837	\$75.00	\$72.00	\$59.00	\$59.00
Psychotherapy for Crisis, Initial 60 min	90839*	\$156.00	\$124.00	\$80.00	\$80.00
Psychotherapy for Crisis, Addtl 30 min	+90840*	\$62.40	\$49.60	\$32.00	\$32.00
Family/Couples Psychotherapy	90846, 90847	\$76.00	\$76.00	\$72.00	\$72.00
Group Psychotherapy	90849, 90853	\$36.00	\$36.00	\$36.00	\$36.00
Psychiatric Diagnostic Evaluation - w/ medical svcs	90792	\$120.00	N/B	N/B	\$61.00
Psychotherapy w/ patient and/or family member, 30 min, w/ E&M svc	+90833	\$48.75	N/B	N/B	\$38.35
Psychotherapy w/ patient and/or family member, 45 min, w/ E&M svc	+90836	\$56.25	N/B	N/B	\$44.25
Psychotherapy w/ patient and/or family member, 60 min, w/ E&M svc	+90838	\$63.75	N/B	N/B	\$50.15
Electroconvulsive Therapy (E.C.T.)	90870	\$123.00	N/B	N/B	N/B
Psychophysiological therapy w/ biofeedback, 20-30 min	90875	\$50.00	\$46.00	\$33.00	\$33.00
Psychophysiological therapy w/ biofeedback, 45-50 min	90876	\$75.00	\$72.00	\$59.00	\$59.00
Hypnotherapy	90880	\$75.00	\$72.00	\$59.00	\$59.00
Office Outpatient Visit, New patient, 30 min	99203	\$51.84	N/B	N/B	\$38.88
Office Outpatient Visit, New patient, 45 min	99204	\$64.80	N/B	N/B	\$48.80
Office Outpatient Visit, New patient, 60 min	99205	\$72.90	N/B	N/B	\$54.90
Office Outpatient Visit, Established patient, 5 min	99211	\$19.20	N/B	N/B	\$14.40
Office Outpatient Visit, Established patient, 10 min	99212	\$33.60	N/B	N/B	\$25.20
Office Outpatient Visit, Established patient, 15 min	99213	\$48.00	N/B	N/B	\$36.00
Office Outpatient Visit, Established patient, 25 min	99214	\$54.84	N/B	N/B	\$38.88
Office Outpatient Visit, Established patient, 40 min	99215	\$64.80	N/B	N/B	\$48.80
Initial Hospital Care	9922x	\$125.00	N/B	N/B	N/B
Subsequent & Discharge Hospital Care	9923x	\$60.00	N/B	N/B	N/B
Outpatient Consultation	99241, 99242, 99243, 99244, 99245	\$120.00	\$85.00	\$61.00	\$61.00
Hospital Consultation	9925x	\$120.00	\$90.00	N/B	N/B
ER Consultation - low to mod complexity	99281, 99282, 99283	\$48.00	N/B	N/B	N/B
ER Consultation - high complexity	99284, 99285	\$96.00	N/B	N/B	N/B
Psychological Testing	96101	\$80.00	\$80.00	N/B	N/B
Psychological Testing Admin by Technician	96102	\$33.00	\$33.00	N/B	N/B
Psychological Testing Admin by Computer	96103	\$25.00	\$25.00	N/B	N/B
Neuropsychological Testing	96118	\$80.00	\$80.00	N/B	N/B
Neuropsychological Testing Admin by Technician	96119	\$49.00	\$49.00	N/B	N/B
Neuropsychological Testing Admin by Computer	96120	\$40.00	\$40.00	N/B	N/B
Interactive Complexity Add-on	+90785	\$4.00	\$4.00	\$4.00	\$4.00

**Notes:**

1. Discipline levels will vary from state to state. N/B indicates a non-billable service for this discipline level
2. Reimbursement is based on the treating provider's licensure and Magellan's credentialing requirements for that discipline, and is not based on provider's academic credentials alone.
3. This reimbursement schedule represents the most frequently utilized Current Procedural Terminology (CPT) codes for professional services. A '+' sign denotes an add-on code that must be submitted with an applicable base procedure code. Rates for CPT codes not listed can be obtained from Magellan upon request and will be provided at the time services are authorized.
4. Magellan or its claims payers will not accept expired or dated CPT codes. Please use and submit current CPT codes for all services.
5. One professional visit per authorized inpatient day may be billed when the facility per diem is exclusive of this charge.
6. Rates for all services are subject to the provisions and limitations of the Member's benefit plan including authorization requirements. Nothing in this schedule should be construed as altering Member's benefits.
7. **\*Requires authorization to be reimbursed.**
8. Nurses may only provide services and bill for CPT codes that fall within the scope of practice allowed by their professional training and state licensure.
9. If Provider submits a claim for Medically Necessary Covered Services for an amount less than the applicable rate set forth in this Agreement, Provider will be paid the lesser of the billed amount or the rate set forth in this Agreement.
10. Medically Necessary Covered Services rendered by non-Credentialed Providers in the Group to Members with a Benefit Plan that permits self-referral to providers shall be reimbursed in accordance with the reimbursement schedule set forth above if the Medically Necessary Covered Services rendered by Credentialed Providers in the Group to Members covered under the same Benefit Plan are reimbursed in accordance with this Schedule.



Payor: State of Michigan

If specified, this exhibit applies only to the Payor/Client Organization listed

In accordance with section 2.4 of the Agreement, this Exhibit is intended to apply to services rendered to Members of the specific Payor(s) indicated above.

Provider may be eligible to receive referrals of Members for one or more Payors or one or more categories of Payors, therefore, the applicable reimbursement schedule for a Member may be set forth on a separate Exhibit attached hereto. Provider will be notified of the applicable reimbursement rate at the time of reimbursement.

The fact that a particular category is indicated above does not signify that Provider meets the special account requirements which may exist for particular Payors or that Provider is eligible to receive referrals from such Payors.

This information is confidential and the proprietary information of Magellan Health Services.

Version 3/15/2013

Region Code: MI

MI State o

