



Office of Alcoholism and Substance Abuse Services

Attention OASAS Programs:

- We wanted to inform you of recent conversations regarding the integration of behavioral health services into the NYS Medicaid Managed Care benefit package and the corresponding Beacon Health Strategies LLC (Beacon) Provider Services Agreement (PSA).
- As a follow up to the previously released guidance, OASAS has completed a very productive conversation with Beacon regarding the PSA and has affirmed the following:
 1. **Compliance with Prevailing New York State Statutory; Regulatory; and Contractual Provisions:**
 - Beacon agrees that where there are PSA provisions that do not mirror all prevailing New York State Statutory; Regulatory; and Contractual Provisions related to the delivery of behavioral health services to NYS Medicaid Managed care enrollees, that the prevailing NYS requirements will supersede any contradicting or excluded language.
 - Moreover, Beacon has identified that section 17.8 of the Beacon PSA “Compliance with Laws and Contracts” affirms this obligation:

17.8 Compliance with Law and Contracts: This agreement shall be deemed to be amended to comply with all laws applicable to BHS IPA or the Provider, including, but not limited to, the Managed Care Reform Act, as amended, and the requirements of the Americans with Disabilities Act.To the extent that this Agreement covers Members enrolled in Medicaid, the Agreement incorporates the provisions of the agreement between the Plans and the County Department of Social Services. This agreement is subject to approval by SDOH. If implementation of the Agreement commences prior to such approval, the parties shall incorporate into the Agreement any and all modifications required by SDOH for approval or, alternatively, shall terminate the Agreement if so directed by SDOH.
 - Additionally, Beacon affirmed that in addition to the overarching compliance language contained in 17.8, the Beacon PSA will contain specific language for those NYS requirements that do require a PSA adjustment including: all products prohibition language; alternative payments permission; and two year contracting terms.



Office of Alcoholism and Substance Abuse Services

- However, to include specific PSA amendments beyond these items would require Beacon and the providers to renegotiate the contract process for any and all amendments to state directives. Such processes would be administratively burdensome and costly for all parties and is unnecessary within the protective context of section 17.8.

- 2. **All Plans contracting is NOT the same as all products prohibition language**

- Beacon provides behavioral health management services for several Plans; and, members can and do change their enrollments between plans.

- As such, to promote continuity of care as members change PLANS, Beacon asks programs to contract with all PLANS for which Beacon manages behavioral health services.

- The request that providers contract with all Plans, should not be confused with the “all PRODUCTS” prohibition language.

- Providers are not required to contract with all of plan products and may opt to only contract for the plan’s Medicaid line of business.

With this additional information, OASAS again, strongly encourages programs to finalize contracting with plans / the plan’s contracted behavioral health management companies for the purposes of ensuring inclusion in the networks prior to the effective date of the behavioral health benefit inclusion.