

RESOLUTION NO. 2006 - 467

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CONTRACT BETWEEN ST. JOHNS COUNTY AND MAGELLAN HEALTH SERVICES, INC.**

**WHEREAS**, Magellan Health Services inc. was awarded the regional contract for Medicaid under prepaid mental health, and

**WHEREAS**, the need now exists for St. Johns County to join Magellan as an Organization Provider in order to maintain the County's status as a Medicaid provider for behavioral health services.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:**

1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the contract with Magellan Health Services, Inc. and authorizes the County Administrator to execute the contract on behalf of the County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 12<sup>th</sup> day of December, 2006.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: Ben Rich  
Ben Rich, Chair

ATTEST: Cheryl Strickland, Clerk

By: Patricia Alvarado  
Deputy Clerk

**MAGELLAN BEHAVIORAL HEALTH, INC.**  
**FACILITY AND PROGRAM PARTICIPATION AGREEMENT**

THIS AGREEMENT (the "Agreement"), effective \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between **MAGELLAN BEHAVIORAL HEALTH, INC.**, for itself and on behalf of its Affiliates ("Magellan") and **St John's County Board of County Commissioners** ("Facility").

WHEREAS, Magellan or an Affiliate of Magellan, has contracted with one or more health insurance programs and/or employers to provide mental health and/or substance abuse treatment services to Members covered by Benefit Plans sponsored or issued by Payors, as defined in this Agreement; and

WHEREAS, Facility is licensed under the laws of the state of FL to provide inpatient and/or residential or outpatient mental health and substance abuse treatment services and is interested in contracting with Magellan to provide these services for the benefit of health insurance program members and individuals covered by the employer's benefit plans; and

WHEREAS, Magellan and Facility mutually desire to preserve and enhance patient dignity;

NOW, THEREFORE, in consideration of the premises, promises and mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the parties hereto as follows:

**SECTION 1**  
**Definitions**

**Affiliate:** A Person that, now or hereafter, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with Magellan, Magellan Health Services, Inc., Green Spring Health Services, Inc., Merit Behavioral Care Corporation, Human Affairs International, Inc., and/or CMG Health, Inc. For the purposes hereof, the term "Affiliate" shall include "New Affiliate" unless the context otherwise requires.

**Affiliate Contract:** A contract in effect between the Facility and a New Affiliate prior to the date on which the New Affiliate became an Affiliate of Magellan.

**Benefit Plan:** A health insurance program's or employer's written benefit plan which contains the terms and conditions of coverage.

**Coinsurance:** The percent of covered expense for which the Member is responsible in accordance with the terms of the Benefit Plan.

**Control:** The term "control" (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**Copayment:** The amount charged to Members at the time services are rendered in accordance with the terms of the Benefit Plan.

**Covered Services:** The outpatient and/or inpatient mental health and/or substance abuse treatment services ordered by a Participating Provider and authorized by Magellan pursuant to Member's Benefit Plan and rendered at Facility.

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**Customary Charge:** The usual, reasonable and customary fees charged by a Participating Provider or Facility which do not exceed the fees the Participating Provider or Facility would charge any other person regardless of whether the person is a Member.

**Deductible:** The annual amount charged to Members for health services and which Members are required to pay in accordance with the terms of the Benefit Plan.

**Emergency:** The sudden and unexpected onset of a medical condition or severe symptoms of sufficient severity that the absence of immediate medical attention within twenty-four (24) hours could reasonably be expected to cause physical harm to the life and safety of the Member and/or others. Magellan shall determine, in its reasonable discretion and in accordance with applicable state and federal law, whether a particular set of facts constitutes an Emergency; provided, however, that Payor may have ultimate authority to review and approve any findings of an Emergency.

**Magellan Policies and Procedures:** Shall include all Magellan standards, policies, procedures, definitions, criteria, and guidelines as stated in Magellan handbooks, manuals, and other documents, as amended from time to time by Magellan.

**Medically Necessary Covered Services:** Covered Services, including professional services and supplies rendered by a provider to identify or treat an illness that has been diagnosed or is suspected, and which are: (a) consistent with (i) the efficient diagnosis and treatment of a condition; and (ii) standards of good medical practice; (b) required for other than convenience; (c) the most appropriate supply or level of service; (d) unable to be provided in a more cost-effective and efficient manner; and (e) unable to be provided at a facility providing a less intensive level of care or as otherwise defined in Member's Benefit Plan. When applied to inpatient care, the term means: The needed care cannot be safely given on other than an inpatient basis.

**Member:** Any subscriber or eligible dependent of a subscriber who is covered under an agreement with Payor for Covered Services and that Payor has contracted with Magellan for the provision, referral, and/or authorization of mental health and/or substance abuse treatment services.

**New Affiliate:** A Person that becomes an Affiliate of Magellan after the date of this Agreement and with which the Facility has an Affiliate Contract.

**Participating Provider:** A facility or mental health and/or substance abuse professional (which shall include psychiatrist, psychologist, social worker, psychiatric nurse, counselor and other mental health/substance abuse professionals or group) who has entered into a Participation Agreement with Magellan to provide mental health/substance abuse treatment services to Members, are approved by the Payor, and if appropriate, has active staff privileges on the staff of Facility.

**Payor:** The health insurance program, employer or other entity contracting directly or indirectly with Magellan and which has ultimate responsibility for payment of Covered Services rendered to Members.

**Person:** An individual, a corporation, a partnership, a limited liability company, an association, a trust or other entity or organization including a government or political subdivision or an agency or instrumentality thereof.

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**SECTION 2**  
**Duties of Facility**

**Section 2.1 Provision of Covered Services.** Facility shall provide Medically Necessary Covered Services to each Member who is authorized by Magellan to receive such services to the extent designated on the Exhibit(s) to this Agreement. Such services shall be rendered within the scope of Facility's licensure, in compliance with applicable laws and regulations, Magellan's Policies and Procedures, Payor's policies and procedures and, if applicable, standards of the Joint Commission on Accreditation of Health Care Organizations ("JCAHO") and/or Committee on Accreditation of Rehabilitation Facilities ("CARF"). Facility shall be available to provide Covered Services twenty-four (24) hours per day, seven (7) days per week.

Facility shall provide Covered Services in a manner which: (a) offers quality health care; (b) offers health care delivery in a cost-effective manner; (c) documents the medical care provided in conformance with Federal, State, and local laws and regulations and Magellan's accreditation guidelines; and (d) protects the confidentiality of Member's medical records. Facility may communicate with Members regarding available treatment options regardless of the Member's benefit coverage limitations. The parties shall not enter into a financial incentive plan to reduce or limit the provision of Medically Necessary Covered Services to Members. Facility shall not abandon any Member receiving treatment services from Facility.

**Section 2.2 Compliance with Policies and Procedures.** Facility and its staff members shall be bound by and provide Covered Services in compliance with Magellan's Policies and Procedures, Payor's applicable policies and the requirements of the National Committee for Quality Assurance ("NCQA"). Failure to comply with Magellan's Policies and Procedures may result in sanctions such as, but not limited to the loss of reimbursement and/or termination of this Agreement.

**Section 2.2.1 Utilization Review/Management, Quality Improvement, Peer Review and Appeal and Grievance Procedures.** Facility agrees to cooperate and participate with all utilization review/management, quality improvement, peer review, appeal and grievance procedures, or other similar programs established by Magellan or Payor. Facility shall permit access to any and all portions of the medical record which resulted from Member's admission to Facility or the services provided Member. Facility acknowledges that Magellan's utilization review program and/or quality improvement program may include on-site review of Covered Services to Members and agrees to permit Magellan staff on-site access. Facility agrees to be bound by any final determination of Magellan and/or Payor as it relates to any Member receiving Covered Services from Facility under this Agreement. Facility agrees that Magellan Behavioral Health, Inc. and its Affiliates may share information related to utilization review/management, quality improvement, peer review, and grievances, as Magellan Behavioral Health, Inc. deems necessary.

**Section 2.2.2 Compliance with Credentialing and Recredentialing Policies and Procedures.** Facility agrees to comply with Payor's and Magellan's credentialing and recredentialing policies and procedures. Facility represents and warrants that information provided to Magellan in connection with its credentialing application to be a participating facility or otherwise, in connection with this Agreement is true and correct in all material respects. Facility shall notify Magellan of any material change to any item or information previously provided to Magellan. Facility further agrees that any such information which is subsequently found to be false could result in sanctions including, but not limited to termination of this Agreement. Facility agrees that Magellan Behavioral Health, Inc. and its Affiliates may share information related to credentialing and recredentialing, as Magellan Behavioral Health, Inc. deems necessary.

**Section 2.2.3 Member Communications.** Notwithstanding any other provision in this Agreement and regardless of any benefit or coverage exclusions associated with a Member's Benefit Plan, Facility shall not be prohibited from discussing fully with a Member any issues related to the Member's health including recommended treatments, treatment alternatives, treatment risks and the consequences of any benefit coverage or payment decisions made by Magellan or any other party. Nothing in this Agreement shall prohibit Facility from disclosing to Member the general methodology by which Facility is compensated under this Agreement. Magellan shall not refuse to allow or to

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continue the participation of an eligible provider, or refuse to compensate Facility in connection with services rendered, solely because Facility has in good faith communicated with one or more of current, former or prospective Members regarding the provisions, terms or requirements of a Benefit Plan as they relate to the health needs of such Member.

**Section 2.3 Authorization and Notification Requirements.** All Covered Services provided to Members by Facility must be authorized by Magellan prior to or at the time of rendering services or in accordance with Magellan's Policies and Procedures and Payor's applicable policies and procedures, subject to applicable state and federal laws and Member's Benefit Plan. No Member shall be admitted to Facility for continuing treatment without authorization by Magellan and a clinical evaluation documenting that admission to the Facility is Medically Necessary, subject to applicable state and federal laws. Failure to obtain authorization from Magellan in accordance with Magellan Policies and Procedures, may result in sanctions including, but not limited to, the loss of reimbursement and/or termination of this Agreement, subject to applicable state and federal laws. Magellan's utilization management procedures shall not diminish Facility's obligation to render Covered Services consistent with the applicable standard of care.

#### **Section 2.4 Reimbursement**

**Section 2.4.1 Member Eligibility Verification.** Facility shall verify the status of any Member's eligibility for Covered Services by contacting Payor or Magellan; non-covered services are not eligible for payment by Payor or Magellan and may not be eligible for payment by Member, in accordance with the terms of Section 2.4.6.

**Section 2.4.2 Compensation to Facility.** Facility agrees to accept payment from Payor or Magellan for Covered Services provided to Members under this Agreement as payment in full, less any Copayments, Coinsurance or Deductibles which are due from Members for such services. Facility agrees that such payment shall be made in accordance with the attached Exhibits. Facility shall not be paid by Payor, Magellan or Member for Covered Services that are deemed not Medically Necessary Covered Services by Magellan. In the event of an overpayment to Facility by Magellan or Payor, Magellan and/or Payor shall have the right to offset such overpayment against payments owed to Facility by Magellan or Payor, as the case may be.

**Section 2.4.3 Performance Guarantees.** If Magellan determines that deficiencies identified and reported in writing to Facility relating to the Quality Management Program, Utilization Review Program, credentialing, recredentialing, encounter reporting, or financial reporting have not been corrected by Facility within a reasonable period of time, a final notice shall be sent to Facility requiring that Facility correct such deficiencies within thirty (30) days of notice. If such deficiencies are not corrected within the thirty (30) days cure period, then Facility's compensation hereunder may be reduced at Magellan's discretion up to 10% of the applicable compensation. Reduction of compensation shall begin on the first of the month after the end of the thirty (30) day notice period. At such time as the Facility remedies such deficiencies to the satisfaction of Magellan, Magellan shall no longer reduce compensation related to those deficiencies.

**Section 2.4.4 Claims Processing.** Facility agrees to submit all itemized claims for reimbursement no later than sixty (60) days from the date Covered Services are rendered, or in accordance with Magellan's Policies and Procedures or Payor's applicable policies.

**Section 2.4.5 Coordination of Benefits.** Facility shall coordinate the benefits and other third party claims for services rendered to Members. In any case where a Member admitted to Facility has primary coverage from some third party payor other than the Payor, Facility shall bill such other third party payor and shall advise Magellan of any and all payments received from any source other than Payor for Covered Services rendered to Members.

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**Section 2.4.6 Member Hold Harmless Commitment.** Facility agrees that in no event, including but not limited to non-payment by Magellan or Payor, insolvency or breach of this Agreement, shall Facility or its contractors or employees bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Members or any other persons other than Magellan or any such Payor, for services provided pursuant to this Agreement. In the event a Member requires services which are beyond the scope or duration of Medically Necessary Covered Services under this Agreement, Facility shall verify with Payor that the Payor has no independent obligation to provide those non-Covered Services and if that verification is obtained from Payor, Facility may bill the Member for those non-Covered Services; provided, however, that prior to delivering such services, Facility informs the Member that such services are non-Covered Services and Member elects in writing to receive those non-Covered Services prior to having such services delivered. Any rate charged by Facility to a Member for non-Covered Services in accordance with the provisions of this Section, shall be the rates negotiated by Facility and Magellan for such services set forth in the Exhibits to this Agreement. This provision shall not prohibit collection of any applicable Copayments, Coinsurance or Deductibles billed in accordance with the Benefit Plans of Members and shall not prohibit collection of fees resulting from Member's failure to comply with his/her Benefit Plan. Facility further agrees that: this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member; and this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Facility and Member, or persons acting on their behalf, other than any written agreements entered into pursuant to the terms of this Section; and any modifications, additions, or deletions to this provision shall become effective on a date no earlier than that specified by the Insurance Commissioner of the state in which services are rendered, if required.

**SECTION 3**  
**Duties of Magellan**

**Section 3.1 Clinical Services.** Magellan agrees to provide, as Magellan deems necessary, case management coordination including ongoing assessment to facilitate Member's admission to and treatment by Facility.

**Section 3.2 Claims Payment.** Magellan will make commercially reasonable efforts to pay, or direct Payors to pay, "clean claims" within sixty (60) days or within the time period mandated by applicable state law. A "clean claim" is defined as a properly completed claim form as designated by Magellan (such as a UB-92 or HCFA-1500), submitted in accordance with Magellan's Policies and Procedures which does not require research from any outside source or involve coordination of benefits, third party liability or subrogation.

**SECTION 4**  
**Relationship Between Parties**

**Section 4.1 Relationship Between Magellan and Facility.** The relationship between Magellan and Facility is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Facility shall maintain social security, workers' compensation and all other employee benefits covering Facility's employees as required by law.

**SECTION 5**  
**Hold Harmless, Indemnification and Liability Insurance**

**Section 5.1 Facility Hold Harmless and Indemnification.** Facility shall defend, hold harmless and indemnify Magellan and Payor against any and all claims, liability, damages or judgments asserted against, imposed upon or incurred by Magellan and/or Payor that arise out of the acts or omissions of Facility or Facility's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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**Section 5.2 Facility Liability Insurance.** Facility shall procure and maintain, at Facility's sole expense, (1) professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate; (2) errors and omissions insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate; and (3) comprehensive general and/or umbrella liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. Facility shall also assure that all health care professionals employed by or under contract with Facility to render Covered Services to Members procure and maintain such insurance, unless they are covered under Facility's insurance policies. Facility's and other health care professionals' professional liability and errors and omissions insurance shall be either occurrence or claims-made. If the insurance policy is claims-made, Facility shall be required to furnish and maintain an extended period reporting endorsement ("tail policy") under such terms and conditions as may be reasonably required by Magellan. Prior to or within 30 days following execution of this Agreement by Facility and at each policy renewal thereafter, Facility shall submit to Magellan in writing evidence of insurance coverage. Facility shall notify Magellan in writing, within 10 days of (a) any changes in carrier, termination of, renewal of or any material changes in Facility's liability insurance, including reduction of limits, erosion of aggregate, changes in retention or non-payment of premium (b) any settlement, judgment or other disposition of any malpractice or similar claim against Facility.

## SECTION 6

### Laws, Regulations, Licenses and Accreditation

**Section 6.1 Laws, Regulations, Licenses and Accreditation.** Facility warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws. Facility further agrees that it will conform with all standards of JCAHO or such other applicable accrediting authority as Magellan may specify. Upon written request by Magellan, Facility shall provide Magellan with a copy of its statement of accreditation status and survey from JCAHO or other accrediting body. Without limiting the foregoing, Facility warrants that it holds and will continue to hold an unrestricted license to operate as a hospital or primary residential treatment program in the State where Covered Services are rendered under this Agreement and that it has all other permits and licenses required for operation. Additionally, Facility represents that it has engaged duly licensed and qualified staff. Facility shall notify Magellan in writing, within 10 days of: (a) any suspension, revocation, condition, limitation, qualification or other restriction, or upon initiation of any investigation or other action which could reasonably lead to such restriction on Facility's licenses, certification and permits by any federal authority or by any state in which Facility is authorized to provide health care services; or (b) any charges of malpractice or professional or ethical misconduct brought against Facility and/or any clinician employed by or under contract with Facility. Further, Facility shall notify Magellan in writing within 10 days in the event of: (a) any change in the licensure or privileges of any Facility staff member, including but not limited to suspension, revocation, condition, limitation, qualification or other restriction, or upon initiation of any action which could reasonably lead to such restriction of such Facility's staff member's license, certification and permit by federal authorities or by any state in which such Facility's staff member is authorized to provide health care services; (b) any suspension, revocation or restriction of staff privileges at any licensed hospital or other facility at which a Facility staff member employed by or under contract with Facility has staff privileges.

**Section 6.2 Compliance with Civil Rights Laws.** Facility agrees not to discriminate or differentiate in the treatment of any individual based on sex, marital status, sexual orientation, age, race, color, religion, Vietnam era veteran status, health status, disability, national origin or otherwise, including by reason of the fact that the individual is a member of a health maintenance organization or a beneficiary of an employer benefit plan. The Facility agrees to ensure that mental health and substance abuse treatment services are rendered to Members in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual customarily receiving services from Facility.

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**Section 6.3 Equal Opportunity Employer.** Magellan is an equal employment opportunity and Executive Order 11246 affirmative action employer. Magellan supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Facility agrees that it is in full compliance with Magellan's Equal Employment policy as expressed herein.

**SECTION 7**  
**Public Relations**

**Section 7.1 Rights of Facility, Magellan and Payor.** Facility agrees that Magellan and/or Payor may use Facility's name, address, telephone number, description of Facility and Facility's care and specialty services in any informational or promotional activities. Facility further agrees to cooperate and participate in all reasonable promotional activities undertaken by Magellan. Otherwise, Facility and Magellan shall not use each other's name, symbol or service mark without prior written approval of the other party. Facility shall not use Payor's name, symbol or service mark without prior written approval of Payor.

**SECTION 8**  
**Books and Records**

**Section 8.1 Access to Books and Records.** If copies of Members' medical records are requested by Magellan or Payor for appeals or any utilization, grievance, claims payment or quality review, Facility agrees to provide the medical records without charges. If copies of Members' medical records are requested by Magellan for any other purpose, Magellan shall reimburse Facility at the rate of Twenty-five Cents (\$.25) per page, with the total charge not to exceed Twenty-five Dollars (\$25.00) per record. Unless otherwise required by applicable statutes or regulations, Magellan and/or Payor shall have access to such books and records during the term of this Agreement and for seven (7) years following its termination. In the case of minors, records must remain available for at least seven (7) years after the minor becomes eighteen (18) years of age, unless otherwise required by applicable statutes or regulations. Facility shall provide records or copies of records requested by Magellan and/or Payor within ten (10) days from the date such request is made.

**Section 8.2 Required Access by Governmental Agencies.** Until the expiration of seven (7) years after the furnishing of services under this Agreement, Facility and Magellan shall make records and information available to authorized representatives of federal, state and local government, upon written request.

**Section 8.3 Confidentiality of Records.** Magellan and Facility agree to maintain the confidentiality of all information regarding Covered Services provided to Members under this Agreement in accordance with any applicable laws and regulations. Facility acknowledges that in receiving, storing, processing, or otherwise dealing with information from Magellan or Payor about Members, it is fully bound by federal and state laws and regulations governing the confidentiality of medical records, mental health records and/or alcohol and drug abuse patient records.

**SECTION 9**  
**Confidentiality of Magellan's Proprietary Information**

**Section 9.1 Confidentiality of Proprietary Information.** Facility specifically agrees to keep confidential and not to disclose to others any and all business, financial, credentialing, utilization review, quality improvement, protocols or procedures, manuals and/or other information marked or otherwise designated "Confidential" or "Proprietary" and made available to it by Magellan and/or Payor ("Confidential Information"). Upon request of Magellan and/or Payor, or in the event of the expiration or other termination of this Agreement, Facility shall promptly return all such Confidential Information to Magellan or Payor, as the case may be. Facility agrees not to use any such Confidential Information of Magellan and/or Payor except in conjunction with the purposes of this Agreement. The terms of this Section shall survive termination of this Agreement.

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**SECTION 10**  
**Resolution of Disputes**

**Section 10.1 Resolution of Disputes.** In the event that a dispute between Magellan and Facility arises out of or is related to this Agreement, the parties to the dispute shall negotiate in good faith to attempt to resolve the dispute. If the dispute pertains to a matter which is generally administered in accordance with Magellan Policies and Procedures involving, for example, credentialing or quality improvement, then the Magellan Policies and Procedures must be fully exhausted by Facility. Facility acknowledges that the recommendation and determination of whether Covered Services are Medically Necessary Covered Services shall be made in accordance with Magellan Policies and Procedures and shall not be subject to this Section 10. Payor may not be bound by the provisions of this Section 10.

**SECTION 11**  
**Term and Termination**

**Section 11.1 Term.** The initial term of this Agreement shall commence on the date first above written and it shall remain in effect for a period of one (1) year from the later of the date on which the last of the parties executes this Agreement or the date on which Facility is fully credentialed by Magellan, and this Agreement shall automatically renew on a year to year basis on the same terms and conditions, unless this Agreement is terminated earlier by either party in accordance with the terms of this Agreement.

**Section 11.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 11.3 Termination With Cause by Magellan.** Magellan shall have the right to terminate this Agreement immediately by giving written notice to Facility upon the occurrence of any of the following events:

- (a) Termination of Magellan's obligation to obtain mental health/substance abuse treatment services on behalf of Payors;
- (b) Restriction, suspension or revocation of Facility's license and/or accreditation;
- (c) Facility's loss of any liability insurance required under this Agreement;
- (d) Facility's suspension or exclusion from participation in Payor's programs;
- (e) Facility's loss of Medicare and/or Medicaid certification;
- (f) Facility's insolvency, bankruptcy or if Facility makes an assignment for the benefit of creditors;
- (g) Facility's failure or inability to meet and maintain full credentialing status with Magellan;
- (h) Facility's submission of false or misleading billing information;
- (i) Facility's breach of any of the terms or obligations of this Agreement;
- (j) Any occurrence of serious misconduct which brings Magellan to the reasonable interpretation that Facility may be delivering clinically inappropriate care; or
- (k) Facility's breach of Magellan Policies and Procedures.

**Section 11.3.1 Prohibited Causes for Termination.** Magellan shall not terminate this Agreement on the grounds that Facility: (a) advocated on behalf of a Member; (b) filed a complaint against Magellan; (c) appealed a decision of Magellan; or (d) requested a review or challenged a termination decision of Magellan.



**Section 11.4 Termination with Cause by Facility.** Facility shall have the right to terminate this Agreement immediately by giving written notice to Magellan upon the occurrence of Magellan's material breach of any of the terms or obligations of this Agreement.

**Section 11.5 Information to Members.** Facility acknowledges the right of Magellan to inform Members of Facility's termination and agrees to cooperate with Magellan in deciding on the form of such notification.

**Section 11.6 Continuation of Services After Termination.** Upon request of Magellan or in accordance with applicable state law, Facility shall continue to provide Medically Necessary Covered Services to Members who are receiving such services from Facility as of the date of termination of this Agreement. Said services shall be rendered in accordance with the terms of this Agreement until the Member has been transferred by Magellan to another Facility or until Member is discharged and Facility shall be reimbursed pursuant to the terms of this Agreement.

## **SECTION 12**

### **Miscellaneous**

**Section 12.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Magellan may amend this Agreement upon thirty (30) days advance notice to Facility and if Facility does not provide a written objection to Magellan within the thirty (30) day period, then the amendment shall be effective at the expiration of the thirty (30) day period. If Facility does object to the amendment, then Magellan, in its discretion, may terminate this Agreement.

**Section 12.2 Regulatory Amendment.** Magellan also may amend this Agreement to comply with applicable statutes and regulations, and shall give written notice to Facility of such amendment and its effective date. Such amendment will not require thirty (30) days advance written notice.

**Section 12.3 Non-Exclusivity.** This Agreement is non-exclusive. Facility may enter into similar contracts without limitation under this Agreement, so long as Facility can continue to fulfill all of its duties hereunder. Magellan may contract with other facilities without limitation and shall have no obligation to refer Members to Facility.

**Section 12.4 Assignment.** Magellan may assign all or any of its rights or delegate its responsibilities under this Agreement to any Affiliate, or in connection with a merger or acquisition involving Magellan or an Affiliate. Facility acknowledges that persons and entities under contract with Magellan may perform certain administrative services under this Agreement. Facility may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of Magellan, which consent shall not be unreasonably withheld.

**Section 12.5 Entire Agreement; Future Agreements with Affiliates.** This Agreement and exhibits attached hereto constitute the entire agreement between Magellan and its Affiliates and Facility, and supersedes or replaces any prior agreements between Magellan and/or its Affiliates and Facility, whether written or oral, relating to its subject matter. After the date hereof, with respect to any New Affiliates, Magellan shall have the option, exercisable by Magellan at any time by providing written notice thereof to Facility, to have the terms of this Agreement supersede the terms of the Affiliate Contract and apply to the relationship between Magellan and such New Affiliate, as if such New Affiliate were a party hereto; unless Magellan provides such notice, the Affiliate Contract shall remain in effect as to the New Affiliate until its expiration, termination, or substitution in accordance with its terms.

**Section 12.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where Covered Services are provided under this Agreement.

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Agreement -- Magellan Provider Agreement Standard



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**Section 12.7 Third Party Beneficiaries.** Except for the Affiliates, which are intended to be third party beneficiaries of this Agreement, and except as otherwise specifically provided herein, this Agreement shall not create or be construed to create in any manner whatsoever, any rights in any Member or in any other person as a third party beneficiary of this Agreement or otherwise.

**Section 12.8 Notices to Magellan.** Any notice, request, demand, waiver, consent, approval, or other communication to Magellan which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, or sent by registered or certified mail, or by express mail courier service, postage prepaid, as follows:

Network Management Contract Administration  
Magellan Behavioral Health, Inc.  
14100 Magellan Plaza  
Maryland Heights, MO 63043

or to such other address as Magellan may have specified in a notice duly given to the Facility as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered in case of personal delivery or express mail delivery and three (3) calendar days after being mailed, if sent by registered or certified mail.

**Section 12.9 Notices to Facility.** Any notice, request, demand, waiver, consent, approval, or other communication to Facility which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by registered, certified or regular mail or by express mail courier service, postage prepaid, as follows:

St John's County Board of County Commissioners  
1955 US1 SOUTH, STE C2  
SAINTE AUGUSTINE, FL 32084

Attention: \_\_\_\_\_

or to such other address as Facility may have specified in a notice duly given to Magellan as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered in case of personal delivery or express mail delivery and three (3) calendar days after being mailed, if sent by registered, certified or regular mail.

**Section 12.10 Invalidity.** The invalidity or unenforceability of any terms or conditions hereof shall in no way effect the validity or enforceability of any other term or condition herein.

**Section 12.11 No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

**Section 12.12 Successors and Assigns.** This Agreement shall be binding upon the parties, their successors and assigns.

**Section 12.13 Headings.** The headings of the various Sections of this Agreement are inserted for the purpose of convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the Section so designated.

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**Section 12.14 Attestation.** The undersigned Facility attests and affirms that Facility shall not refer Members to another provider without specific authorization by Magellan. Facility acknowledges and agrees that Magellan is the only definitive source of information related to a provider's credentialing status with Magellan. Facility acknowledges and agrees that all questions concerning a provider's credentialing status with Magellan must be directed to Magellan. Magellan shall permit only providers whose credentials have been verified by Magellan to render services to Members.

**MAGELLAN BEHAVIORAL HEALTH, INC.:**

**FACILITY:**

St John's County Board of County Commissioners

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Dennis P. Moody

Print Name: \_\_\_\_\_

Print Title: Senior Vice President Operations

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Agreement – Magellan Provider Agreement Standard



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**STATE OF FLORIDA  
AMENDMENT  
TO  
MAGELLAN BEHAVIORAL HEALTH, INC.  
PROVIDER AGREEMENT**

**THIS AMENDMENT**, by and between **MAGELLAN BEHAVIORAL HEALTH, INC.**, for itself and on behalf of its Affiliates ("Magellan") and St. John's County Board of County Commissioners ("Provider") is effective as of \_\_\_\_\_. The term "Provider" as used in this Amendment, refers to the Provider (where this Amendment is attached to a Magellan Provider Participation Agreement for individual providers or a Magellan Group Provider Participation Agreement for group providers), to the Facility (where this Amendment is attached to a Magellan Facility and Program Participation Agreement) or to the health care organization or other provider of Covered Services in the case of any other type of provider agreement (the "Agreement") and is intended to supplement the Agreement, except to the extent that such provisions below are inconsistent with the provisions of the Agreement, in which case the provisions below shall prevail for services rendered to Members in the State of Florida.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants herein contained, it is **AGREED**:

1. The following definition of "Clean Claim" shall be inserted in the Definitions section of the Agreement:

**"Clean Claim:** A 'Clean Claim' for an institutional provider claim is a properly and accurately completed paper or electronic billing instrument that consists of the UB-92 data set or its successor with entries stated as mandatory by the National Uniform Billing Committee. A "Clean Claim" for a noninstitutional provider is a properly and accurately claim submitted on a HCFA 1500 form which has no defect or impropriety, including lack of required substantiating documentation, including, but not limited to, a medical record or encounter data, or particular circumstances requiring special treatment which prevent timely payment from being made on the claim."

2. Section 3.2 of the Agreement is hereby deleted in its entirety and in lieu and in place thereof the following is inserted:

**"Section 3.2 Claims Payment.** Magellan will pay, or direct Payors to pay a Clean Claim, as herein defined, or any portion of a Clean Claim, which Magellan does not contest or deny within thirty-five (35) days after receipt of the Clean Claim by Magellan. In the event there is a claim dispute between Magellan and Provider, Provider shall exhaust Magellan's claims dispute resolution process prior to submission of the claim to the organization identified by the Florida Agency for Health Care Administration or its designee for dispute resolution."

3. The following shall be added to the end of Section 11 of the Agreement:

**"Section 11.7 Notice of Termination.** Provider shall give sixty (60) days' advance written notice to Magellan and Department of Health ("Department") prior to terminating this Agreement for any reason. Provider acknowledges and agrees that nonpayment for services rendered by Provider is not a valid reason for failing to comply with the sixty (60) day advance notice of termination. Magellan shall provide sixty (60) days' advance written notice to Provider and the Department before terminating, without cause, this Agreement, except in a case in which a patient's health is subject to imminent danger or a physician's ability to practice medicine is effectively impaired by an action by the Board of Medicine or other governmental agency."

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Amendment - Magellan Regulatory Amendment Specific - Florida



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All capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment under their respective hands and seals as of the day and year first above written.

**MAGELLAN BEHAVIORAL HEALTH, INC.:**

By: \_\_\_\_\_

Name: Dennis P. Moody

Title: Senior Vice President Operations

**PROVIDER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Revision Date: 08/02/00

Amendment – Magellan Regulatory Amendment Specific – Florida



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**MEDICAID ADDENDUM  
TO  
MAGELLAN BEHAVIORAL HEALTH, INC.  
PROVIDER AGREEMENT**

**THIS ADDENDUM**, by and between **MAGELLAN BEHAVIORAL HEALTH OF FLORIDA, INC.**, for itself and on behalf of its Affiliates ("Magellan") and St. John's County Board of County Commissioners ("Provider") is effective as of \_\_\_\_\_. The term "Provider" as used in this Addendum, refers to the Provider (where this Addendum is attached to a Magellan Provider Participation Agreement for individual providers, a Magellan Group Provider Participation Agreement for group providers, or Memorandum of Agreement), to the Facility (where this Addendum is attached to a Magellan Facility and Program Participation Agreement) or to the health care organization or other provider of Covered Services in the case of any other type of provider agreement, including but not limited to a Memorandum of Agreement (the "Agreement") and is intended to supplement the Agreement, except to the extent that such provisions below are inconsistent with the provisions of the Agreement, in which case the provisions below shall prevail.

**WHEREAS**, this Addendum is intended to extend basic principles set forth in the Agreement, and add further clarification as specified by the State of Florida, Agency for Health Care Administration ("AHCA").

- 1.1 AHCA. The State of Florida's Agency for Health Care Administration.
- 1.2 CMS. "CMS" shall mean Centers for Medicare and Medicaid Services.
- 1.3 Covered Services. "Covered Services" shall mean those Medically Necessary outpatient and inpatient mental health services set forth on Exhibit B to this Medicaid Addendum to which Enrollees are entitled, and for which Payor is responsible for providing or arranging to provide to Enrollees.
- 1.4 DCF or Department. The State of Florida's Department of Children and Families.
- 1.5 Eligible Recipient. "Eligible Recipient" shall mean a person certified by the department as eligible to receive services and benefits under the Florida Medicaid Program (Title XIX).
- 1.6 Enrollee. "Enrollee" shall mean an Eligible Medicaid recipient who is enrolled in the prepaid mental health plan in accordance with the provisions of this contract. Also referred to as "Enrollee."
- 1.7 HHS. "HHS" shall mean the United States Department of Health and Human Services.
- 1.8 "Medically Necessary" defined in accordance with 59G-1.010(166) Florida Administrative Code, means that
  1. The medical or allied care, goods, or services furnished or ordered must meet the following conditions:
    - a. Be necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain.
    - b. Be individualized, specific, and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and not in excess of the enrollee's needs;
    - c. Be consistent with generally accepted professional medical standards as determined by the Medicaid program, and not experimental or investigational;
    - d. Be reflective of the level or service that can be safely furnished, and for which no equally effective and more conservative or less costly treatment is available statewide; and

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- e. Be furnished in a manner not primarily intended for the convenience of the enrollee, the enrollee's caretaker or the provider.
  - 2. For inpatient hospital services, "medically necessary" requires that those services furnished in a hospital on an inpatient basis could not, consistent with the provisions of appropriate medical care, be effectively furnished more economically on an outpatient basis or in an inpatient provider of a different type.
  - 3. The fact that a provider has prescribed, recommended, or approved medical or allied goods or services does not, in itself, make such care, goods, or services medically necessary or a medical necessity or a covered service.
- 1.9 **Member.** See "Enrollee."
- 1.10 **Payor.** "Payor." also referred to as the Prepaid Mental Health Plan (PMHP), is the comprehensive mental health provider under contract with ACHA on a prepaid, capitated basis to provide certain mental health services to a particular population.

**2. OBLIGATIONS OF PROVIDER**

- 2.1 **Provision of Covered Services to Enrollees.** Provider shall be available to accept referrals of Enrollees from Magellan for Covered Services within the scope of Provider's practice. Provider shall render such services in accordance with the terms of the Agreement, this Medicaid Addendum, any applicable provider manual and Magellan Policies and Procedures. Provider agrees to render all Covered Services in his/her office or in such other facilities and locations as are mutually agreed to by the parties hereto.
- 2.2 **Utilization Review/Management, Quality Improvement, Peer Review and Appeal and Grievance Procedures.** Provider agrees to cooperate and participate with all utilization review/management, quality improvement, peer review, appeal and grievance procedures, or other similar programs established by Magellan or Payor. Provider shall permit access to any and all portions of the medical record that resulted from the services rendered to Member by Provider pursuant to the terms of this Agreement. Provider agrees to submit information required to complete quarterly reports, including but not limited to encounter data and FARS/CFARS. Provider acknowledges that Magellan's utilization review program and/or quality improvement program may include on-site review of Covered Services to Members and agrees to permit Magellan staff on-site access. Provider agrees to be bound by any final determination of Magellan and/or Payor as it relates to any Member receiving Covered Services from Provider under this Agreement. Provider agrees that Magellan Behavioral Health, Inc. and its Affiliates may share information related to utilization review/management, quality improvement, peer review, and grievances, as Magellan Behavioral Health, Inc. deems necessary.
- 2.3 **Enrollee Hold Harmless Commitment.** Provider agrees that in no event, including but not limited to non-payment by Magellan, insolvency or breach of this Agreement, shall Provider or its contractors or employees bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Enrollees or ACHA, or any other persons other than Magellan, for services provided pursuant to this Agreement. In the event an Enrollee requires services which are beyond the scope or duration of Medically Necessary Covered Services under this Agreement, Provider shall verify with Magellan that Magellan has no independent obligation to provide those non-Covered Services and if that verification is obtained from Magellan, Provider may bill the Enrollee for those non-Covered Services; provided, however, that prior to delivering such services, Provider informs the Enrollee that such services are non-Covered Services and Enrollee elects in writing to receive those non-Covered Services prior to having such services delivered. Any rate charged by Provider to a Enrollee for non-Covered Services in accordance with the provisions of this Section, shall be the rates negotiated by Provider and Magellan for such services set forth in the Exhibits to this Agreement. Provider further agrees that: this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the

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Enrollee; and this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Enrollee, or persons acting on their behalf, other than any written agreements entered into pursuant to the terms of this Section; and any modifications, additions, or deletions to this provision shall become effective on a date no earlier than that specified by the ACHA are rendered, if required.

- 2.4 **Enrollee Communications.** Notwithstanding any other provision in this Agreement and regardless of any benefit or coverage exclusions associated with a Enrollee's Benefit Plan, Provider shall not be prohibited from acting within the lawful scope of practice, discussing fully with a Enrollee any issues related to the Enrollee's health including recommended treatments, treatment alternatives that might be self-administered, treatment risks and the consequences of any benefit coverage or payment decisions made by Magellan or any other party. Nothing in this Agreement shall prohibit Provider from disclosing to Enrollee the general methodology by which Provider is compensated under this Agreement or treatment or non-treatment options that may not reflect Magellan's position or may not be covered by Magellan. Magellan shall not refuse to allow or to continue the participation of an eligible Provider, or refuse to compensate Provider in connection with services rendered, solely because Provider has in good faith communicated with one or more of current, former or prospective Enrollees regarding the provisions, terms or requirements of a Benefit Plan as they relate to the health needs of such Enrollee. Magellan may not prohibit Provider from advocating on behalf of the Enrollee in any grievance process or utilization review process, or individual authorization process to obtain services.

## 2.5 Records and Reports

- 2.5.1 Provider shall maintain Enrollee records in accordance with HHS and all other applicable federal, state and local laws, rules and regulations, accepted professional standards, accepted medical accounting procedures and sound internal control practices, including but not limited to the recording of services, charges, and dates of service, to ensure that Provider has fulfilled his/her or its obligations under this Medicaid Addendum. Provider expressly agrees to be bound by the confidentiality provisions applicable to Medicaid programs.
- 2.5.2 Provider shall maintain Enrollee medical records in a secure manner and shall adopt reasonable measures to prevent their unauthorized disclosure.
- 2.5.3 Subject to all applicable statutes and regulations governing the confidentiality of medical records: (i) Magellan shall have the right, at times reasonably acceptable to Provider, to review Enrollee records to determine compliance with Magellan's Policies and Procedures, with Provider's obligations under the Agreement, and with Provider's other obligations hereunder and, if necessary, to process claims submitted by Provider; and (ii) HHS, the Comptroller of the United States, the Centers for Medicare and Medicaid Services (CMS), the Agency and Department of Children and Families (DCF), the External Quality Review Organization (EQRO), any other applicable state or federal agencies or authorities, and their authorized representatives, shall have the right to inspect, review, and copy Enrollee records, on prior written notice during normal business hours, in order to monitor and evaluate the quality, appropriateness and timeliness of services provided under the Agreement and this Medicaid Addendum or to investigate Enrollee grievances or complaints.
- 2.5.4 ACHA, the EQRO and CMS and any other applicable state or federal agencies or authorities and their authorized representatives, shall have the right to inspect, review, audit and copy any pertinent books, financial records, documents, papers and records of Provider involving any records pertinent to this Agreement.
- 2.5.5 Financial, administrative and medical records will be retained for not less than five (5) years from the close of the contract, or as otherwise required by law. Such period may be extended if

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the records are under review or audit until the review or audit is complete. Records for any Enrollee who is a minor will be retained for six (6) years after such Enrollee reaches the age of majority, or as otherwise required by law. Prior approval for the disposition of records must be requested and approved by Magellan if this Agreement is continuous.

- 2.6 **Safeguarding Information about Enrollees.** Magellan and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Enrollees under this Agreement in accordance with any applicable laws and regulations, including the provisions specified in 42 CFR Part 431F, Subpart 4, regarding safeguarding information about Enrollees. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Magellan about Enrollees, it is fully bound by federal and state laws and regulations governing the confidentiality of medical records, mental health records and/or alcohol and drug abuse patient records.
- 2.7 **Cooperation with Magellan and Payor.** Provider agrees to cooperate with Magellan in complying with any state and federal law, regulation or regulatory agency request applicable to Magellan.
- 2.8 **Notice of Changes.** Provider agrees to notify Magellan immediately of any change in Provider's licensure or hospital privileges whether or not such privileges are granted by a hospital under contract with Magellan.
- 2.9 **Availability of Services.** Provider shall provide for timely access to appointments to comply with the requirements contained in the Access Standards in the Request for Proposal.
- 2.10 **Delegation of Services.** If Provider delegates or subcontracts any of the services to be performed under this Addendum, delegation must include all requirements of the Agreement and Addendum.
- 2.11 **Workers Compensation Insurance.** Provider shall secure and maintain during the term of the Addendum, worker's compensation insurance for all employees connected with the work under this Addendum, unless such employees are afforded covered by the protection afforded by Provider.
- 2.12 **Advance Directives.** Provider shall have and maintain written policies and procedures that meet the requirements for "advance directives" as defined in 42 DFR 489.100, Subpart 1. All providers must maintain written policy and procedures concerning advance directives with respect to all adult individuals receiving medical care by or through Magellan.

### 3. COMPENSATION/CLAIMS PROCESSING

- 3.1 **Payment for Covered Services.** Subject to the terms and conditions set forth in the Agreement, Magellan Policies and Procedures and this Medicaid Addendum, Magellan shall compensate Provider for authorized Covered Services provided to Enrollees according to the reimbursement schedule specified in Exhibit B to this Medicaid Addendum.
- 3.2 **Claims Payment.** Magellan will pay a Clean Claim, as herein defined, or any portion of a Clean Claim, which Magellan does not contest or deny within thirty-five (35) days after receipt of the Clean Claim by Magellan. A "clean claim" for an institutional provider claim is a properly and accurately completed paper or electronic billing instrument that consists of the UB-92 data set or its successor with entries stated as mandatory by the National Uniform Billing Committee. A "Clean Claim" for a noninstitutional provider is a properly and accurately claim submitted on a CMS 1500 form which has no defect or impropriety, including lack of required substantiating documentation, including, but not limited to, a medical record or encounter data, or particular circumstances requiring special treatment which prevent timely payment from being made on the claim." For claims submitted that are not clean claims, Magellan will send a written response stating

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the improprieties within thirty-five (35) days of receive of the invoice. In the event there is a claim dispute between Magellan and Provider, Provider shall exhaust Magellan's claims dispute resolution process prior to submission of the claim to the organization identified by the Florida Agency for Health Care Administration or its designee for dispute resolution.

- 3.3 **Compensation from Enrollees.** Payment of amounts specified under this Medicaid Addendum shall constitute payment in full for Covered Services. Provider agrees that, in no event, including, but not limited to, the failure of Magellan to pay for Covered Services or other breach of this Medicaid Addendum by Magellan or the bankruptcy or insolvency of Magellan, shall Provider bill, charge, collect from, seek compensation, remuneration or reimbursement from, or have any recourse against Enrollees or persons other than Magellan acting on the Enrollee's behalf for Covered Services provided pursuant to this Medicaid Addendum. Provider further agrees that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Enrollee or any person acting on the Enrollee's behalf. Provider also understands and agrees that no changes in this provision shall be made without prior written notice and approval of HHS and/or the Commissioner of Insurance for the state in which Provider renders Covered Services, as applicable. This provision shall not apply to services that are not Covered Services, provided that Provider complies with the requirements set forth in the Agreement.
- 3.4 **Copayments.** Provider shall not charge or collect any Copayment from Enrollees who are Medicaid eligible.
- 3.5 **Prohibition against Commingling of Funds.** Provider shall have appropriate policies and procedures to ensure that payments received from the provision of services under this Agreement are not mixed with funds received from other sources.

#### 4. **TERM AND TERMINATION**

- 4.1 **Term.** The initial term of this Agreement shall commence on the date first above written and it shall remain in effect for a period of one (1) year from the later of the date on which the last of the parties executes this Agreement or the date on which Provider is fully credentialed by Magellan, and this Agreement shall automatically renew on a year to year basis on the same terms and conditions, unless this Agreement is terminated earlier by either party in accordance with the terms of this Agreement.
- 4.2 **Termination.** In addition to the terms of the Agreement and Magellan's Policies and Procedures, this Medicaid Addendum may be terminated immediately upon written notice, unless otherwise stated, in the event of the following:
- 4.2.1 If Magellan's agreement to provide or arrange to provide Covered Services to Enrollees is suspended or terminated for any reason;
- 4.2.2 If Provider is disqualified from participation in, or is suspended or terminated from, a Medicare or Medicaid program or any other government sponsored health program;
- 4.2.3 If Magellan receives notice that state or federal reimbursement or funding is no longer available for services provided pursuant to this Medicaid Addendum;
- 4.2.4 If Magellan's agreement to provide or arrange to provide Covered Services to Enrollees is changed in a manner that will result in a material detriment to Provider or Magellan, and the parties enter into good faith negotiations to amend this Medicaid Addendum, but fail after a period of sixty (60) days to agree on

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a revision to this Medicaid Addendum acceptable to both parties, Payor, and, if applicable, a governmental agency or authority; or

4.2.5 Any termination of the Agreement.

4.3 **Effect of Termination.** In the event this Medicaid Addendum is terminated for any reason (other than for reasons related to loss or suspension of Provider's licensure, the quality of Provider's services or the loss or suspension of Provider's insurance, or pursuant to section 4.1.2 hereof), Provider shall provide Covered Services to Enrollees until the sooner of: (i) the expiration of the period for which the Enrollee is eligible to receive such services; or (ii) the date upon which Magellan, HHS, or such other applicable governmental agency or authority makes alternative arrangements for the provision of Covered Services and continuation of a course of treatment provided to Enrollees. Magellan shall compensate Provider for any such Covered Services according to the terms of Exhibit B hereto.

4.4 **Notification of Termination.** A copy of any notice of termination delivered under this section 4 shall be delivered by Magellan, and to any applicable governmental agency or authority.

4.5 **Continuation of Services After Termination.** Upon request of Magellan or in accordance with applicable state law, Provider shall continue to provide Medically Necessary Covered Services to Enrollees who are receiving such services from Provider as of the date of termination of this Agreement, including through any post-insolvency period. Said services shall be rendered in accordance with the terms of this Agreement until the Enrollee has been transferred by Magellan to another Provider or until Enrollee is discharged and Provider shall be reimbursed pursuant to the terms of this Agreement.

5. **Indemnification**

5.1 **Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Magellan, ACHA and Enrollees against any and all claims, liability, damages or judgments, including court costs and reasonable attorney fees, asserted against, imposed upon or incurred by the parties that arise out of the acts or omissions of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement and Addendum. This clause shall survive the termination of the Agreement and Addendum, including breach due to insolvency.

6. **MISCELLANEOUS**

6.1 **Regulatory Compliance.** Provider shall provide all Covered Services in accordance with the standards, rules and regulations promulgated under the Medicaid Program. Magellan may audit each Provider for compliance with such standards, rules and regulations.

6.1.1. Provider agrees to cooperate fully with any investigation, audit or inquiry conducted by a governmental agency or authority of the United States or the state in which Provider renders Covered Services to Enrollees.

6.2 **Compliance with Governmental Codes.** Provider represents and warrants that his, her or its office site complies with all applicable local codes and state rules, laws, and regulations. Provider shall comply with such codes, rules, laws and regulations throughout the term of the Agreement and this Medicaid Addendum.

6.3 **Non-Discrimination for Employees.** Neither Magellan nor Provider shall unlawfully discriminate against any employee, applicant for employment, or potential subcontractor on the basis of race, national or ethnic

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origin, color, sex, age, religion, marital status, place of residence, sexual orientation, health status or history, disability or status as an equal opportunity employer.

6.4 **Compliance with Federal Lobbying Prohibitions.** Provider agrees that no Federal appropriated funds have been paid or will be paid to any person by or on behalf of Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a Enrollee of the United States Congress, an officer or employee of Congress, or an employee of a Enrollee of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Provider agrees to complete and submit, if required, any applicable certification of compliance. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Enrollee of Congress, an officer or employee of Congress, or an employee of a Enrollee of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement, Provider shall complete and submit, if required, Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

6.5 **Amendment.** This Medicaid Addendum may be amended at any time by written agreement of the parties except that any material amendments must be approved by AHCA, and other applicable governmental agency or authority must be notified in advance of the effective date of such material amendment as provided in this Medicaid Addendum.

6.6 **Compliance with this Medicaid Addendum.** If Provider is a group practice, a provider, or agency or any other organization of affiliated professionals, Provider shall ensure that all individual professionals employed by, under contract with or otherwise affiliated with Provider, shall comply with the terms and conditions of the Agreement, Magellan Policies and Procedures and this Medicaid Addendum in rendering Covered Services to Enrollees, as if each such professional were a signatory to the Agreement and to this Medicaid Addendum.

6.7 **Agreement to Terms.** Provider represents and warrants that Provider has read and agrees to the terms of this Medicaid Addendum as well as the service provision requirements and policies under Attachment D of the Request for Proposal, as well as Magellan's medical necessity and clinical care criteria for services to be provided under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Medicaid Addendum to the Agreement.

PROVIDER: **MAGELLAN BEHAVIORAL HEALTH OF FLORIDA, INC.:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Dennis P. Moody

Title: \_\_\_\_\_

Title: Senior Vice President Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Medicaid #: \_\_\_\_\_

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Revision Date: 5/5/06

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\*221066000017819050806\*

**MEDICAID ADDENDUM  
TO  
MAGELLAN BEHAVIORAL HEALTH, INC.  
PROVIDER AGREEMENT**

**THIS ADDENDUM**, by and between **MAGELLAN BEHAVIORAL HEALTH OF FLORIDA, INC.**, for itself and on behalf of its Affiliates (“Magellan”) and St. John's County Board of County Commissioners (“Provider”) is effective as of \_\_\_\_\_. The term “Provider” as used in this Addendum, refers to the Provider (where this Addendum is attached to a Magellan Provider Participation Agreement for individual providers, a Magellan Group Provider Participation Agreement for group providers, or Memorandum of Agreement), to the Facility (where this Addendum is attached to a Magellan Facility and Program Participation Agreement) or to the health care organization or other provider of Covered Services in the case of any other type of provider agreement, including but not limited to a Memorandum of Agreement (the “Agreement”) and is intended to supplement the Agreement, except to the extent that such provisions below are inconsistent with the provisions of the Agreement, in which case the provisions below shall prevail.

**WHEREAS**, this Addendum is intended to extend basic principles set forth in the Agreement, and add further clarification as specified by the State of Florida, Agency for Health Care Administration (“AHCA”).

- 1.1 **AHCA.** The State of Florida’s Agency for Health Care Administration.
- 1.2 **CMS.** “CMS” shall mean Centers for Medicare and Medicaid Services.
- 1.3 **Covered Services.** “Covered Services” shall mean those Medically Necessary outpatient and inpatient mental health treatment services set forth on Exhibit B to this Medicaid Addendum to which Enrollees are entitled, and for which Payor is responsible for providing or arranging to provide to Enrollees.
- 1.4 **DCF or Department.** The State of Florida’s Department of Children and Families.
- 1.5 **Eligible Recipient.** “Eligible Recipient” shall mean a person certified by the department as eligible to receive services and benefits under the Florida Medicaid Program (Title XIX).
- 1.6 **Enrollee.** “Enrollee” shall mean an Eligible Medicaid recipient who is enrolled in the prepaid mental health plan in accordance with the provisions of this contract. Also referred to as “Enrollee.”
- 1.7 **HHS.** “HHS” shall mean the United States Department of Health and Human Services.
- 1.8 **“Medically Necessary”** In accordance with 59G-1.010(166) Florida Administrative Code, means that
  1. The medical or allied care, goods, or services furnished or ordered must meet the following conditions:
    - a. Be necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain.
    - b. Be individualized, specific, and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and not in excess of the enrollee’s needs;
    - c. Be consistent with generally accepted professional medical standards as determined by the Medicaid program, and not experimental or investigational;
    - d. Be reflective of the level or service that can be safely furnished, and for which no equally effective and more conservative or less costly treatment is available statewide; and
    - e. Be furnished in a manner not primarily intended for the convenience of the enrollee, the enrollee’s caretaker or the provider.

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2. For inpatient hospital services, "medically necessary" requires that those services furnished in a hospital on an inpatient basis could not, consistent with the provisions of appropriate medical care, be effectively furnished more economically on an outpatient basis or in an inpatient Provider of a different type.
3. The fact that a provider has prescribed, recommended, or approved medical or allied goods or services does not, in itself, make such care, goods, or services medically necessary or a medical necessity or a covered service.

1.9 Enrollee. See "Enrollee."

## 2. OBLIGATIONS OF PROVIDER

- 2.1 **Provision of Covered Services to Enrollees.** Provider shall be available to accept referrals of Enrollees from Magellan for Covered Services within the scope of Provider's practice. Provider shall render such services in accordance with the terms of the Agreement, this Medicaid Addendum, any applicable provider manual and Magellan Policies and Procedures. Provider agrees to render all Covered Services in his/her office or in such other facilities and locations as are mutually agreed to by the parties hereto.
- 2.2 **Utilization Review/Management, Quality Improvement, Peer Review and Appeal and Grievance Procedures.** Provider agrees to cooperate and participate with all utilization review/management, quality improvement, peer review, appeal and grievance procedures, or other similar programs established by Magellan or Payor. Provider shall permit access to any and all portions of the medical record that resulted from the services rendered to Member by Provider pursuant to the terms of this Agreement. Provider acknowledges that Magellan's utilization review program and/or quality improvement program may include on-site review of Covered Services to Members and agrees to permit Magellan staff on-site access. Provider agrees to be bound by any final determination of Magellan and/or Payor as it relates to any Member receiving Covered Services from Provider under this Agreement. Provider agrees that Magellan Behavioral Health, Inc. and its Affiliates may share information related to utilization review/management, quality improvement, peer review, and grievances, as Magellan Behavioral Health, Inc. deems necessary.
- 2.3 **Enrollee Hold Harmless Commitment.** Provider agrees that in no event, including but not limited to non-payment by Magellan, insolvency or breach of this Agreement, shall Provider or its contractors or employees bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Enrollees or ACHA, or any other persons other than Magellan, for services provided pursuant to this Agreement. In the event an Enrollee requires services which are beyond the scope or duration of Medically Necessary Covered Services under this Agreement, Provider shall verify with Magellan that the Magellan has no independent obligation to provide those non-Covered Services and if that verification is obtained from Magellan, Provider may bill the Enrollee for those non-Covered Services; provided, however, that prior to delivering such services, Provider informs the Enrollee that such services are non-Covered Services and Enrollee elects in writing to receive those non-Covered Services prior to having such services delivered. Any rate charged by Provider to an Enrollee for non-Covered Services in accordance with the provisions of this Section, shall be the rates negotiated by Provider and Magellan for such services set forth in the Exhibits to this Agreement. This provision shall not prohibit collection of any applicable Copayments, Coinsurance or Deductibles billed in accordance with the Benefit Plans of Enrollees and shall not prohibit collection of fees resulting from Enrollee's failure to comply with his/her Benefit Plan. Provider further agrees that: this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Enrollee; and this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Enrollee, or persons acting on their behalf, other than any written agreements entered into pursuant to the terms of this Section; and

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any modifications, additions, or deletions to this provision shall become effective on a date no earlier than that specified by the ACHA are rendered, if required.

2.4 **Enrollee Communications.** Notwithstanding any other provision in this Agreement and regardless of any benefit or coverage exclusions associated with a Enrollee's Benefit Plan, Provider shall not be prohibited from acting within the lawful scope of practice, discussing fully with a Enrollee any issues related to the Enrollee's health including recommended treatments, treatment alternatives that might be self-administered, treatment risks and the consequences of any benefit coverage or payment decisions made by Magellan or any other party. Nothing in this Agreement shall prohibit Provider from disclosing to Enrollee the general methodology by which Provider is compensated under this Agreement or treatment or non-treatment options that may not reflect Magellan's position or may not be covered by Magellan. Magellan shall not refuse to allow or to continue the participation of an eligible Provider, or refuse to compensate Provider in connection with services rendered, solely because Provider has in good faith communicated with one or more of current, former or prospective Enrollees regarding the provisions, terms or requirements of a Benefit Plan as they relate to the health needs of such Enrollee. Magellan may not prohibit Provider from advocating on behalf of the Enrollee in any grievance process or utilization review process, or individual authorization process to obtain services.

## 2.5 Records and Reports

2.5.1 Provider shall maintain Enrollee records in accordance with HHS and all other applicable federal, state and local laws, rules and regulations, accepted professional standards, accepted medical accounting procedures and sound internal control practices, including but not limited to the recording of services, charges, and dates of service, to ensure that Provider has fulfilled his/her or its obligations under this Medicaid Addendum. Provider expressly agrees to be bound by the confidentiality provisions applicable to Medicaid programs.

2.5.2 Provider shall maintain Enrollee medical records in a secure manner and shall adopt reasonable measures to prevent their unauthorized disclosure.

2.5.3 Subject to all applicable statutes and regulations governing the confidentiality of medical records: (i) Magellan shall have the right, at times reasonably acceptable to Provider, to review Enrollee records to determine compliance with Magellan's Policies and Procedures, with Provider's obligations under the Agreement, and with Provider's other obligations hereunder and, if necessary, to process claims submitted by Provider; and (ii) HHS, the Comptroller of the United States, the Centers for Medicare and Medicaid Services (CMS), the Agency and Department of Children and Families (DCF), the External Quality Review Organization (EQRO), any other applicable state or federal agencies or authorities, and their authorized representatives, shall have the right to inspect, review, and copy Enrollee records, on prior written notice during normal business hours, in order to monitor and evaluate the quality, appropriateness and timeliness of services provided under the Agreement and this Medicaid Addendum or to investigate Enrollee grievances or complaints.

2.5.4 ACHA, the EQRO and CMS and any other applicable state or federal agencies or authorities and their authorized representatives, shall have the right to inspect, review, audit and copy any pertinent books, financial records, documents, papers and records of Provider involving any records pertinent to this Agreement.

2.5.5 Financial, administrative and medical records will be retained for not less than five (5) years from the close of the contract, or as otherwise required by law. Such period may be extended if the records are under review or audit until the review or audit is complete. Records for any Enrollee who is a minor will be retained for six (6) years after such Enrollee reaches the age of





majority, or as otherwise required by law. Prior approval for the disposition of records must be requested and approved by Magellan if this Agreement is continuous.

- 2.6 **Safeguarding Information about Enrollees.** Magellan and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Enrollees under this Agreement in accordance with any applicable laws and regulations, including the provisions specified in 42 CFR Part 431F, Subpart 4, regarding safeguarding information about Enrollees. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Magellan about Enrollees, it is fully bound by federal and state laws and regulations governing the confidentiality of medical records, mental health records and/or alcohol and drug abuse patient records.
- 2.7 **Cooperation with Magellan and HMO.** Provider agrees to cooperate with Magellan in complying with any state and federal law, regulation or regulatory agency request applicable to Magellan.
- 2.8 **Notice of Changes.** Provider agrees to notify Magellan immediately of any change in Provider's licensure or hospital privileges whether or not such privileges are granted by a hospital under contract with Magellan.
- 2.9 **Availability of Services.** Provider shall provide for timely access to appointments to comply with the requirements offered that are no less than the hours offered to non-Medicaid beneficiaries.
- 2.10 **Delegation of Services.** If Provider delegates or subcontracts any of the services to be performed under this Addendum, delegation must include all requirements of the Agreement and Addendum.
- 2.11 **Workers Compensation Insurance.** Provider shall secure and maintain during the term of the Addendum, worker's compensation insurance for all employees connected with the work under this Addendum, unless such employees are afforded covered by the protection afforded by Provider.
- 2.12 **Advance Directives.** Provider shall have and maintain written policies and procedures that meet the requirements for "advance directives" as defined in 42 DFR 489.100, Subpart 1. All providers must maintain written policy and procedures concerning advance directives with respect to all adult individuals receiving medical care by or through Magellan.

### 3. COMPENSATION/CLAIMS PROCESSING

- 3.1 **Payment for Covered Services.** Subject to the terms and conditions set forth in the Agreement, Magellan Policies and Procedures and this Medicaid Addendum, Magellan shall compensate Provider for authorized Covered Services provided to Enrollees according to the reimbursement schedule specified in Exhibit B to this Medicaid Addendum.
- 3.2 **Claims Payment.** Magellan will pay a Clean Claim, as herein defined, or any portion of a Clean Claim, which Magellan does not contest or deny within thirty-five (35) days after receipt of the Clean Claim by Magellan. A "clean claim" for an institutional provider claim is a properly and accurately completed paper or electronic billing instrument that consists of the UB-92 data set or its successor with entries stated as mandatory by the National Uniform Billing Committee. A "Clean Claim" for a noninstitutional provider is a properly and accurately claim submitted on a CMS 1500 form which has no defect or impropriety, including lack of required substantiating documentation, including, but not limited to, a medical record or encounter data, or particular circumstances requiring special treatment which prevent timely payment from being made on the claim." For claims submitted that are not clean claims, Magellan will send a written response stating the improprieties within thirty-five (35) days of receipt of the invoice. In the event there is a claim dispute between Magellan and Provider, Provider shall exhaust Magellan's claims dispute resolution process prior to

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submission of the claim to the organization identified by the Florida Agency for Health Care Administration or its designee for dispute resolution.

- 3.3 **Compensation from Enrollees.** Payment of amounts specified under this Medicaid Addendum shall constitute payment in full for Covered Services. Provider agrees that, in no event, including, but not limited to, the failure of Magellan to pay for Covered Services or other breach of this Medicaid Addendum by Magellan or the bankruptcy or insolvency of Magellan, shall Provider bill, charge, collect from, seek compensation, remuneration or reimbursement from, or have any recourse against Enrollees or persons other than Magellan acting on the Enrollee's behalf for Covered Services provided pursuant to this Medicaid Addendum. Provider further agrees that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Enrollee or any person acting on the Enrollee's behalf. Provider also understands and agrees that no changes in this provision shall be made without prior written notice and approval of HHS and/or the Commissioner of Insurance for the state in which Provider renders Covered Services, as applicable. This provision shall not apply to services that are not Covered Services, provided that Provider complies with the requirements set forth in the Agreement.
- 3.4 **Copayments.** Provider shall not charge or collect any Copayment from Enrollees who are Medicaid eligible.

#### 4. TERM AND TERMINATION

- 4.1 **Term.** The initial term of this Agreement shall commence on the date first above written and it shall remain in effect for a period of one (1) year from the later of the date on which the last of the parties executes this Agreement or the date on which Provider is fully credentialed by Magellan, and this Agreement shall automatically renew on a year to year basis on the same terms and conditions, unless this Agreement is terminated earlier by either party in accordance with the terms of this Agreement.
- 4.2 **Termination.** In addition to the terms of the Agreement and Magellan's Policies and Procedures, this Medicaid Addendum may be terminated immediately upon written notice, unless otherwise stated, in the event of the following:
- 4.2.1 If Magellan's agreement to provide or arrange to provide Covered Services to Enrollees is suspended or terminated for any reason;
- 4.2.2 If Provider is disqualified from participation in, or is suspended or terminated from, a Medicare or Medicaid program or any other government sponsored health program;
- 4.2.3 If Magellan receives notice that state or federal reimbursement or funding is no longer available for services provided pursuant to this Medicaid Addendum;
- 4.2.4 If Magellan's agreement to provide or arrange to provide Covered Services to Enrollees is changed in a manner that will result in a material detriment to Provider or Magellan, and the parties enter into good faith negotiations to amend this Medicaid Addendum, but fail after a period of sixty (60) days to agree on a revision to this Medicaid Addendum acceptable to both parties, HMO, and, if applicable, a governmental agency or authority; or
- 4.2.5 Any termination of the Agreement.
- 4.2 **Effect of Termination.** In the event this Medicaid Addendum is terminated for any reason (other than for reasons related to loss or suspension of Provider's licensure, the quality of Provider's services or the loss or suspension of Provider's insurance, or pursuant to section 4.1.2 hereof), Provider shall provide Covered Services to Enrollees until the sooner of: (i) the expiration of the period for which the Enrollee is eligible to

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receive such services; or (ii) the date upon which Magellan, HHS, or such other applicable governmental agency or authority makes alternative arrangements for the provision of Covered Services and continuation of a course of treatment provided to Enrollees. Magellan shall compensate Provider for any such Covered Services according to the terms of Exhibit B hereto.

4.3 **Notification of Termination.** A copy of any notice of termination delivered under this section 4 shall be delivered by Magellan, and to any applicable governmental agency or authority.

4.4 **Continuation of Services After Termination.** Upon request of Magellan or in accordance with applicable state law, Provider shall continue to provide Medically Necessary Covered Services to Enrollees who are receiving such services from Provider as of the date of termination of this Agreement, including through any post-insolvency period. Said services shall be rendered in accordance with the terms of this Agreement until the Enrollee has been transferred by Magellan to another Provider or until Enrollee is discharged and Provider shall be reimbursed pursuant to the terms of this Agreement.

## 5. Indemnification

5.1 **Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Magellan, ACHA and Enrollees against any and all claims, liability, damages or judgments, including court costs and reasonable attorney fees, asserted against, imposed upon or incurred by the parties that arise out of the acts or omissions of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement and Addendum. This clause shall survive the termination of the Agreement and Addendum, including breach due to insolvency.

## 6. MISCELLANEOUS

6.1 **Regulatory Compliance.** Provider shall provide all Covered Services in accordance with the standards, rules and regulations promulgated under the Medicaid Program. Magellan may audit each Provider for compliance with such standards, rules and regulations.

6.1.1. Provider agrees to cooperate fully with any investigation, audit or inquiry conducted by a governmental agency or authority of the United States or the state in which Provider renders Covered Services to Enrollees.

6.2 **Compliance with Governmental Codes.** Provider represents and warrants that his, her or its office site complies with all applicable local codes and state rules, laws, and regulations. Provider shall comply with such codes, rules, laws and regulations throughout the term of the Agreement and this Medicaid Addendum.

6.3 **Non-Discrimination for Employees.** Neither Magellan nor Provider shall unlawfully discriminate against any employee, applicant for employment, or potential subcontractor on the basis of race, national or ethnic origin, color, sex, age, religion, marital status, place of residence, sexual orientation, health status or history, disability or status as an equal opportunity employer.

6.4 **Compliance with Federal Lobbying Prohibitions.** Provider agrees that no Federal appropriated funds have been paid or will be paid to any person by or on behalf of Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a Enrollee of the United States Congress, an officer or employee of Congress, or an employee of a Enrollee of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Provider agrees to complete and submit, if required, any applicable

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certification of compliance. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Enrollee of Congress, an officer or employee of Congress, or an employee of a Enrollee of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement, Provider shall complete and submit, if required, Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 6.5 **Amendment.** This Medicaid Addendum may be amended at any time by written agreement of the parties except that any material amendments must be approved by AHCA, and other applicable governmental agency or authority must be notified in advance of the effective date of such material amendment as provided in this Medicaid Addendum.
- 6.6 **Compliance with this Medicaid Addendum.** If Provider is a group practice, a Provider, or agency or any other organization of affiliated professionals, Provider shall ensure that all individual professionals employed by, under contract with or otherwise affiliated with Provider, shall comply with the terms and conditions of the Agreement, Magellan Policies and Procedures and this Medicaid Addendum in rendering Covered Services to Enrollees, as if each such professional were a signatory to the Agreement and to this Medicaid Addendum.
- 6.7 **Agreement to Terms.** Provider represents and warrants that Provider has read and agrees to the terms of this Medicaid Addendum as well as the service provision requirements and policies under Attachment D of the Request for Proposal for the Child Welfare Prepaid Mental Health Plan for services to be provided under this Agreement.

**SIGNATURE PAGE TO FOLLOW**

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IN WITNESS WHEREOF, the parties hereto have executed this Medicaid Addendum to the Agreement.

**PROVIDER:**

**MAGELLAN BEHAVIORAL HEALTH OF  
FLORIDA, INC.:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Dennis P. Moody

Title: \_\_\_\_\_

Title: Senior Vice President Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Medicaid #: \_\_\_\_\_

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# MAGELLAN EXHIBIT B-1 REIMBURSEMENT SCHEDULE

## Explanation of Services

(for Florida Public Sector Product)

### **PLEASE NOTE:**

This page is intended as a reference for Magellan employees, only. Please remove from the Exhibit B-1 Reimbursement Schedule before mailing to a provider for signature.

<u>Level of Care</u>	<u>Treatment / Programs</u>	<u>HIPAA Codes</u>	Columns indicate if service applies and on which document rate is indicated **		
			Areas 2 & 4	Area 11	Child Welfare
♦ Hospitalization	1. Psychiatric Related Disorder Treatment Program	0114, 0124, 0134, 0144, 0154, 0204 *	B-1	B-1	B-1
	2. Eating Disorder Treatment Program	0114, 0124, 0134, 0144, 0154, 0204 *	B-1	B-1	B-1
	3. Electroconvulsive Therapy (ECT)	0901 *	B-1	B-1	B-1
♦ Residential Treatment	1. Crisis Stabilization Unit (CSU)	1001 *	B-1	B-1	B-1
	2. Hospital/Facility Subacute Care, Crisis Stabilization Unit (CSU)	019x *	B-1	B-1	B-1
♦ Supervised Living	1. Out-of-Home Respite Care	H0045*	B-1	B-1	B-1
	2. Specialized Therapeutic Foster Care Level I	S5145	--	--	CW
	3. Specialized Therapeutic Foster Care Level II	S5145+HE	--	--	CW
	4. Spec Therapeutic Foster Care – Crisis Intervention	S5145+HK	--	--	CW
	5. Therapeutic Group Care Services-excludes R & B	H0019	--	--	CW
♦ Partial Hospitalization	1. Psychiatric Related Disorder Treatment Program	H0035	B-1	B-1	--
	2. Eating Disorder Treatment Program	H0035	B-1	B-1	--
♦ Intensive Outpatient *	1. Psychiatric Related Disorder Treatment Program	S9480 *	B-1	--	--
	2. Eating Disorder Treatment Program	S9480 *	B-1	--	--
♦ Outpatient Treatment	1. Outpatient Psychiatric Services – see attached schedule	See schedule	OP	OP	OP
	2. Electroconvulsive Therapy (ECT)	0901*	B-1	B-1	B-1
	3. Therapeutic Behavioral On-site Services, therapy	H2019 HO	CBO	CBO	CBO
	4. Therapeutic Behavioral On-site Services, behavior mgmt	H2019 HM	CBO	CBO	CBO
	5. Therapeutic Behavioral On-site Services, therapeutic support	H2019 HN	CBO	CBO	CBO
♦ Community Support	1. Self help/peer services	H0038 *	CBO	CBO	--
	2. Targeted Case Management, mental health	T1017 (adult)	CBO	CBO	CBO
		T1017 HA (child)			
	3. Intensive Case Management Team Services	T1017 HK	CBO	CBO	CBO
	4. Psychosocial rehabilitation services	H2017	CBO	CBO	CBO
	5. Clubhouse Services	H2030	CBO	CBO	--
6. In Home Respite Care	S9125 *	B-1	B-1	B-1	

\* No code provided by state – codes listed are Rachel's coding recommendations

\*\*  
 CBO = indicates rate is included on FL Medicaid CBO (Community Board Organization) schedule  
 CW = indicates rate is included on FL Medicaid Child Welfare Schedule  
 OP = indicates rates are included on FL Medicaid Outpatient schedule  
 B-1 = indicates rate is included directly on FL Medicaid B-1  
 -- = indicates this service does not apply for this area

**Exhibit B-1 Reimbursement Schedule  
to the  
Facility and Program Participation Agreement between  
St. John's County Board of County Commissioners (Facility/Program)  
and  
Magellan Behavioral Health, Inc. (MBH)**

**1. EXPLANATIONS:**

A. This Exhibit is reimbursement for the following Public Sector line of business: Florida Medicaid

- The Florida Medicaid Prepaid Mental Health Plan (PMHP) Network
- The Florida Medicaid Child Welfare Network

B. Per Diem Rates indicated are:  Inclusive;  Exclusive

**2. CONTRACTED PER DIEM RATE BY LEVEL OF CARE:**

**A. HOSPITALIZATION - INTENSIVE OUTPATIENT:**

LEVEL OF CARE	TREATMENT SETTING / PROGRAM TYPE	PER DIEM RATE	SITE OF CARE CODES	POPULATION
Supervised Living	Therapeutic Group Care Svcs-excludes R B Note:	\$180.00	S1	<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input checked="" type="checkbox"/> Adolescents <input checked="" type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children

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**B. OUTPATIENT TREATMENT & COMMUNITY SUPPORT SERVICES:**

TREATMENT SETTING / PROGRAM TYPE	BASIS RATE	SITE OF CARE CODES	POPULATION
Outpatient Psychiatric Svcs--see attached schedule Note:	(Enter Basis)	S1	<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input checked="" type="checkbox"/> Adolescents <input checked="" type="checkbox"/> Children
Targeted Case Mgmt, mental health Note: See attached Exhibit B	(Enter Basis)	S1	<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input checked="" type="checkbox"/> Adolescents <input checked="" type="checkbox"/> Children
Therapeutic Bhvrl On-Site Svcs, therapy Note: See attached Exhibit B	(Enter Basis)	S1	<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input checked="" type="checkbox"/> Adolescents <input checked="" type="checkbox"/> Children
Therapeutic Bhvrl On-site Svcs, behavior mgmt Note: See attached Exhibit B	(Enter Basis)	S1	<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input checked="" type="checkbox"/> Adolescents <input checked="" type="checkbox"/> Children
Therapeutic Bhvrl On-site Svcs, therapeutic supprt Note: See attached Exhibit B	(Enter Basis)	S1	<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input checked="" type="checkbox"/> Adolescents <input checked="" type="checkbox"/> Children
(None) Note:	(Enter Basis)		<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None) Note:	(Enter Basis)		<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None) Note:	(Enter Basis)		<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None) Note:	(Enter Basis)		<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None) Note:	(Enter Basis)		<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None) Note:	(Enter Basis)		<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children

This information is confidential and the proprietary information of Magellan.



3. **CONTRACTED SITES OF CARE**

S1. **MAIN SITE**

Legal Name of Provider: St John's County Board of County Commissioners

Program Name (if applicable): \_\_\_\_\_ Tax ID#: 596000825

Street Address: 1955 U S South, Ste C-2 Medicare#: 029975800

City/State/Zip Code: St Augustine, FL 32086 Medicaid#: \_\_\_\_\_

Site Treatment Setting: CMHC NPI# \_\_\_\_\_

<sup>a</sup> Outpatient Site?  Yes  No

If "Yes",:  Substance Abuse Only  Mental Health Only  Substance Abuse & Mental Health

Accreditation?  AAAHC  AOA  CARF  COA  JCAHO

S2. Legal Name of Provider: \_\_\_\_\_

Program Name (if applicable): \_\_\_\_\_ Tax ID#: \_\_\_\_\_

Street Address: \_\_\_\_\_ Medicare#: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ Medicaid#: \_\_\_\_\_

Site Treatment Setting: \_\_\_\_\_ NPI# \_\_\_\_\_

<sup>a</sup> Outpatient Site?  Yes  No

If "Yes",:  Substance Abuse Only  Mental Health Only  Substance Abuse & Mental Health

Accreditation?  AAAHC  AOA  CARF  COA  JCAHO

S3. Legal Name of Provider: \_\_\_\_\_

Program Name (if applicable): \_\_\_\_\_ Tax ID#: \_\_\_\_\_

Street Address: \_\_\_\_\_ Medicare#: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ Medicaid#: \_\_\_\_\_

Site Treatment Setting: \_\_\_\_\_ NPI# \_\_\_\_\_

<sup>a</sup> Outpatient Site?  Yes  No

If "Yes",:  Substance Abuse Only  Mental Health Only  Substance Abuse & Mental Health

Accreditation?  AAAHC  AOA  CARF  COA  JCAHO

S4. Legal Name of Provider: \_\_\_\_\_

Program Name (if applicable): \_\_\_\_\_ Tax ID#: \_\_\_\_\_

Street Address: \_\_\_\_\_ Medicare#: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ Medicaid#: \_\_\_\_\_

Site Treatment Setting: \_\_\_\_\_ NPI# \_\_\_\_\_

<sup>a</sup> Outpatient Site?  Yes  No

If "Yes",:  Substance Abuse Only  Mental Health Only  Substance Abuse & Mental Health

Accreditation?  AAAHC  AOA  CARF  COA  JCAHO

This information is confidential and the proprietary information of Magellan.

S5. *Legal Name of Provider:* \_\_\_\_\_  
*Program Name (if applicable):* \_\_\_\_\_ *Tax ID#:* \_\_\_\_\_  
*Street Address:* \_\_\_\_\_ *Medicare#:* \_\_\_\_\_  
*City/State/Zip Code:* \_\_\_\_\_ *Medicaid#:* \_\_\_\_\_  
*Site Treatment Setting:* \_\_\_\_\_ *NPI#* \_\_\_\_\_

<sup>a</sup> *Outpatient Site?*     Yes     No  
*If "Yes",:*     Substance Abuse Only     Mental Health Only     Substance Abuse & Mental Health  
*Accreditation?*     AAAHC     AOA     CARF     COA     JCAHO

S6. *Legal Name of Provider:* \_\_\_\_\_  
*Program Name (if applicable):* \_\_\_\_\_ *Tax ID#:* \_\_\_\_\_  
*Street Address:* \_\_\_\_\_ *Medicare#:* \_\_\_\_\_  
*City/State/Zip Code:* \_\_\_\_\_ *Medicaid#:* \_\_\_\_\_  
*Site Treatment Setting:* \_\_\_\_\_ *NPI#* \_\_\_\_\_

<sup>a</sup> *Outpatient Site?*     Yes     No  
*If "Yes",:*     Substance Abuse Only     Mental Health Only     Substance Abuse & Mental Health  
*Accreditation?*     AAAHC     AOA     CARF     COA     JCAHO

S7. *Legal Name of Provider:* \_\_\_\_\_  
*Program Name (if applicable):* \_\_\_\_\_ *Tax ID#:* \_\_\_\_\_  
*Street Address:* \_\_\_\_\_ *Medicare#:* \_\_\_\_\_  
*City/State/Zip Code:* \_\_\_\_\_ *Medicaid#:* \_\_\_\_\_  
*Site Treatment Setting:* \_\_\_\_\_ *NPI#* \_\_\_\_\_

<sup>a</sup> *Outpatient Site?*     Yes     No  
*If "Yes",:*     Substance Abuse Only     Mental Health Only     Substance Abuse & Mental Health  
*Accreditation?*     AAAHC     AOA     CARF     COA     JCAHO

This information is confidential and the proprietary information of Magellan.

1. If a member should be admitted to the Facility after covered emergency room services have been rendered by the Facility, Magellan will pay Facility the Mental Health/Substance Abuse per diem rate set forth in this Exhibit B1 for authorized services for this period.
2. If a member is admitted to a level of care that is not included in this Exhibit B-1, reimbursement for authorized non-contracted, eligible Mental Health/Substance Abuse Covered Services provided by the Facility shall be reimbursed at sixty percent (60%) of Facility's applicable published charges.
3. If the Facility should charge Magellan a per diem amount that is lesser than the contracted per diem rate outlined on this Exhibit B1 Reimbursement Schedule, Magellan will reimburse the Facility for Covered Services at the lesser amount as stated on the Facility claim form.
4. If Electroconvulsive Therapy (ECT) services are authorized and rendered during the Member's Inpatient/Hospitalization treatment, Magellan will reimburse the Facility the contracted Inpatient/Hospitalization per diem rate as well as the contracted outpatient rate for Electroconvulsive Therapy services for those days on which ECT is administered.
5. Facility agrees to accept Magellan Behavioral Health contracted rates on this Exhibit according to Member's benefit plan options. The total amount payable by Magellan Behavioral Health and/or Payor and the Member shall not exceed the contracted rate.

**\*NOTES ON RATES:**

1. Exclusive- rate includes all clinical, ancillary services, diagnostic and professional services related to a behavioral health diagnosis. One physician service per day may be billed in addition.
2. Inclusive- rate includes all clinical, ancillary services, diagnostic and professional services related to a behavioral health diagnosis.
3. Ancillary services relative to a contracted Per Diem Rate are defined as the following services: all services associated to an admission or course of treatment in conjunction with a behavioral health diagnosis, including, but not limited to, professional fees, clinical laboratory services, nursing, dietary services and urinalysis.
4. Basis - rate shall be quantified by one of the following terms: per event, per review, per assessment, per 15 minutes, per hour or per diem.

**ACCEPTED BY:**

**MAGELLAN BEHAVIORAL HEALTH:**

**FACILITY:**

**St John's County Board of County Commissioners**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This information is confidential and the proprietary information of Magellan.

## MAGELLAN EXHIBIT B-1 REIMBURSEMENT SCHEDULE

### Explanation of Services

(for Florida Public Sector Product)

**PLEASE NOTE:**

This page is intended as a reference for Magellan employees, only. Please remove from the Exhibit B-1 Reimbursement Schedule before mailing to a provider for signature.

<u>Level of Care</u>	<u>Treatment / Programs</u>	<u>HIPAA Codes</u>	Columns indicate if service applies and on which document rate is indicated **		
			Areas 2 & 4	Area 11	Child Welfare
♦ Hospitalization	1. Psychiatric Related Disorder Treatment Program	0114, 0124, 0134, 0144, 0154, 0204 *	B-1	B-1	B-1
	2. Eating Disorder Treatment Program	0114, 0124, 0134, 0144, 0154, 0204 *	B-1	B-1	B-1
	3. Electroconvulsive Therapy (ECT)	0901*	B-1	B-1	B-1
♦ Residential Treatment	1. Crisis Stabilization Unit (CSU)	1001 *	B-1	B-1	B-1
	2. Hospital/Facility Subacute Care, Crisis Stabilization Unit (CSU)	019x *	B-1	B-1	B-1
♦ Supervised Living	1. Out-of-Home Respite Care	H0045*	B-1	B-1	B-1
	2. Specialized Therapeutic Foster Care Level I	S5145	--	--	CW
	3. Specialized Therapeutic Foster Care Level II	S5145+HE	--	--	CW
	4. Spec Therapeutic Foster Care – Crisis Intervention	S5145+HK	--	--	CW
	5. Therapeutic Group Care Services-excludes R & B	H0019	--	--	CW
♦ Partial Hospitalization	1. Psychiatric Related Disorder Treatment Program	H0035	B-1	B-1	--
	2. Eating Disorder Treatment Program	H0035	B-1	B-1	--
♦ Intensive Outpatient *	1. Psychiatric Related Disorder Treatment Program	S9480 *	B-1	--	--
	2. Eating Disorder Treatment Program	S9480 *	B-1	--	--
♦ Outpatient Treatment	1. Outpatient Psychiatric Services – see attached schedule	See schedule	OP	OP	OP
	2. Electroconvulsive Therapy (ECT)	0901*	B-1	B-1	B-1
	3. Therapeutic Behavioral On-site Services, therapy	H2019 HO	CBO	CBO	CBO
	4. Therapeutic Behavioral On-site Services, behavior mgmt	H2019 HM	CBO	CBO	CBO
	5. Therapeutic Behavioral On-site Services, therapeutic support	H2019 HN	CBO	CBO	CBO
♦ Community Support	1. Self help/peer services	H0038 *	CBO	CBO	--
	2. Targeted Case Management, mental health	T1017 (adult) T1017 HA (child)	CBO	CBO	CBO
	3. Intensive Case Management Team Services	T1017 HK	CBO	CBO	CBO
	4. Psychosocial rehabilitation services	H2017	CBO	CBO	CBO
	5. Clubhouse Services	H2030	CBO	CBO	--
	6. In Home Respite Care	S9125 *	B-1	B-1	B-1

\* No code provided by state – codes listed are Rachel's coding recommendations

\*\*

CBO = indicates rate is included on FL Medicaid CBO (Community Board Organization) schedule

CW = indicates rate is included on FL Medicaid Child Welfare Schedule

OP = indicates rates are included on FL Medicaid Outpatient schedule

B-1 = indicates rate is included directly on FL Medicaid B-1

-- = indicates this service does not apply for this area

**Exhibit B-1 Reimbursement Schedule  
to the  
Facility and Program Participation Agreement between  
St. John's County Board of County Commissioners (Facility/Program)  
and  
Magellan Behavioral Health, Inc. (MBH)**

**1. EXPLANATIONS:**

A. This Exhibit is reimbursement for the following Public Sector line of business: Florida Medicaid

- The Florida Medicaid Prepaid Mental Health Plan (PMHP) Network
- The Florida Medicaid Child Welfare Network

B. Per Diem Rates indicated are:  Inclusive;  Exclusive

**2. CONTRACTED PER DIEM RATE BY LEVEL OF CARE:**

**A. HOSPITALIZATION – INTENSIVE OUTPATIENT:**

LEVEL OF CARE	TREATMENT SETTING / PROGRAM TYPE	PER DIEM RATE	SITE OF CARE CODES	POPULATION
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None)	(None) Note:			<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children

This information is confidential and the proprietary information of Magellan.

**B. OUTPATIENT TREATMENT & COMMUNITY SUPPORT SERVICES:**

TREATMENT SETTING / PROGRAM TYPE	BASIS RATE	SITE OF CARE CODES	POPULATION
Outpatient Psychiatric Svcs--see attached schedule Note:	(Enter Basis)	S1	<input checked="" type="checkbox"/> Older Adults <input checked="" type="checkbox"/> Adults <input checked="" type="checkbox"/> Adolescents <input checked="" type="checkbox"/> Children
Targeted Case Mgmt, mental health Note: See Attached Exhibit B	(Enter Basis)	S1	<input checked="" type="checkbox"/> Older Adults <input checked="" type="checkbox"/> Adults <input checked="" type="checkbox"/> Adolescents <input checked="" type="checkbox"/> Children
Intensive Case Management Team Services Note: See Attached Exhibit B	(Enter Basis)	S1	<input checked="" type="checkbox"/> Older Adults <input checked="" type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
Psychosocial Rehabilitation services Note: See Attached Exhibit B	(Enter Basis)	S1	<input checked="" type="checkbox"/> Older Adults <input checked="" type="checkbox"/> Adults <input checked="" type="checkbox"/> Adolescents <input checked="" type="checkbox"/> Children
Therapeutic Bhvrl On-Site Svcs, therapy Note: See Attached Exhibit B	(Enter Basis)	S1	<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input checked="" type="checkbox"/> Adolescents <input checked="" type="checkbox"/> Children
Therapeutic Bhvrl On-site Svcs, behavior mgmt Note: See Attached Exhibit B	(Enter Basis)	S1	<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input checked="" type="checkbox"/> Adolescents <input checked="" type="checkbox"/> Children
Therapeutic Bhvrl On-site Svcs, therapeutic supprt Note: See Attached Exhibit B	(Enter Basis)	S1	<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input checked="" type="checkbox"/> Adolescents <input checked="" type="checkbox"/> Children
(None) Note:	(Enter Basis)		<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None) Note:	(Enter Basis)		<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None) Note:	(Enter Basis)		<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children
(None) Note:	(Enter Basis)		<input type="checkbox"/> Older Adults <input type="checkbox"/> Adults <input type="checkbox"/> Adolescents <input type="checkbox"/> Children

This information is confidential and the proprietary information of Magellan.

3. CONTRACTED SITES OF CARE

S1. MAIN SITE

Legal Name of Provider: St John's County Board of County Commissioners  
Program Name (if applicable): \_\_\_\_\_ Tax ID#: 596000825  
Street Address: 1955 U S South, Ste C-2 Medicare#: 029975800  
City/State/Zip Code: St Augustine, FL 32086 Medicaid#: \_\_\_\_\_  
Site Treatment Setting: CMHC NPI# \_\_\_\_\_

<sup>a</sup> Outpatient Site?  Yes  No  
If "Yes":  Substance Abuse Only  Mental Health Only  Substance Abuse & Mental Health  
Accreditation?  AAAHC  AOA  CARF  COA  JCAHO

S2. Legal Name of Provider: \_\_\_\_\_  
Program Name (if applicable): \_\_\_\_\_ Tax ID#: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Medicare#: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_ Medicaid#: \_\_\_\_\_  
Site Treatment Setting: \_\_\_\_\_ NPI# \_\_\_\_\_

<sup>a</sup> Outpatient Site?  Yes  No  
If "Yes":  Substance Abuse Only  Mental Health Only  Substance Abuse & Mental Health  
Accreditation?  AAAHC  AOA  CARF  COA  JCAHO

S3. Legal Name of Provider: \_\_\_\_\_  
Program Name (if applicable): \_\_\_\_\_ Tax ID#: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Medicare#: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_ Medicaid#: \_\_\_\_\_  
Site Treatment Setting: \_\_\_\_\_ NPI# \_\_\_\_\_

<sup>a</sup> Outpatient Site?  Yes  No  
If "Yes":  Substance Abuse Only  Mental Health Only  Substance Abuse & Mental Health  
Accreditation?  AAAHC  AOA  CARF  COA  JCAHO

S4. Legal Name of Provider: \_\_\_\_\_  
Program Name (if applicable): \_\_\_\_\_ Tax ID#: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Medicare#: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_ Medicaid#: \_\_\_\_\_  
Site Treatment Setting: \_\_\_\_\_ NPI# \_\_\_\_\_

<sup>a</sup> Outpatient Site?  Yes  No  
If "Yes":  Substance Abuse Only  Mental Health Only  Substance Abuse & Mental Health  
Accreditation?  AAAHC  AOA  CARF  COA  JCAHO

This information is confidential and the proprietary information of Magellan.

S5. *Legal Name of Provider:* \_\_\_\_\_  
*Program Name (if applicable):* \_\_\_\_\_ *Tax ID#:* \_\_\_\_\_  
*Street Address:* \_\_\_\_\_ *Medicare#:* \_\_\_\_\_  
*City/State/Zip Code:* \_\_\_\_\_ *Medicaid#:* \_\_\_\_\_  
*Site Treatment Setting:* \_\_\_\_\_ *NPI#* \_\_\_\_\_  
  
*<sup>a</sup> Outpatient Site?*  Yes  No  
*If "Yes",:*  Substance Abuse Only  Mental Health Only  Substance Abuse & Mental Health  
*Accreditation?*  AAAHC  AOA  CARF  COA  JCAHO

S6. *Legal Name of Provider:* \_\_\_\_\_  
*Program Name (if applicable):* \_\_\_\_\_ *Tax ID#:* \_\_\_\_\_  
*Street Address:* \_\_\_\_\_ *Medicare#:* \_\_\_\_\_  
*City/State/Zip Code:* \_\_\_\_\_ *Medicaid#:* \_\_\_\_\_  
*Site Treatment Setting:* \_\_\_\_\_ *NPI#* \_\_\_\_\_  
  
*<sup>a</sup> Outpatient Site?*  Yes  No  
*If "Yes",:*  Substance Abuse Only  Mental Health Only  Substance Abuse & Mental Health  
*Accreditation?*  AAAHC  AOA  CARF  COA  JCAHO

S7. *Legal Name of Provider:* \_\_\_\_\_  
*Program Name (if applicable):* \_\_\_\_\_ *Tax ID#:* \_\_\_\_\_  
*Street Address:* \_\_\_\_\_ *Medicare#:* \_\_\_\_\_  
*City/State/Zip Code:* \_\_\_\_\_ *Medicaid#:* \_\_\_\_\_  
*Site Treatment Setting:* \_\_\_\_\_ *NPI#* \_\_\_\_\_  
  
*<sup>a</sup> Outpatient Site?*  Yes  No  
*If "Yes",:*  Substance Abuse Only  Mental Health Only  Substance Abuse & Mental Health  
*Accreditation?*  AAAHC  AOA  CARF  COA  JCAHO



1. If a member should be admitted to the Facility after covered emergency room services have been rendered by the Facility, Magellan will pay Facility the Mental Health/Substance Abuse per diem rate set forth in this Exhibit B1 for authorized services for this period.
2. If a member is admitted to a level of care that is not included in this Exhibit B-1, reimbursement for authorized non-contracted, eligible Mental Health/Substance Abuse Covered Services provided by the Facility shall be reimbursed at sixty percent (60%) of Facility's applicable published charges.
3. If the Facility should charge Magellan a per diem amount that is lesser than the contracted per diem rate outlined on this Exhibit B1 Reimbursement Schedule, Magellan will reimburse the Facility for Covered Services at the lesser amount as stated on the Facility claim form.
4. If Electroconvulsive Therapy (ECT) services are authorized and rendered during the Member's Inpatient/Hospitalization treatment, Magellan will reimburse the Facility the contracted Inpatient/Hospitalization per diem rate as well as the contracted outpatient rate for Electroconvulsive Therapy services for those days on which ECT is administered.
5. Facility agrees to accept Magellan Behavioral Health contracted rates on this Exhibit according to Member's benefit plan options. The total amount payable by Magellan Behavioral Health and/or Payor and the Member shall not exceed the contracted rate.

**\*NOTES ON RATES:**

1. Exclusive- rate includes all clinical, ancillary services, diagnostic and professional services related to a behavioral health diagnosis. One physician service per day may be billed in addition.
2. Inclusive- rate includes all clinical, ancillary services, diagnostic and professional services related to a behavioral health diagnosis.
3. Ancillary services relative to a contracted Per Diem Rate are defined as the following services: all services associated to an admission or course of treatment in conjunction with a behavioral health diagnosis, including, but not limited to, professional fees, clinical laboratory services, nursing, dietary services and urinalysis.
4. Basis - rate shall be quantified by one of the following terms: per event, per review, per assessment, per 15 minutes, per hour or per diem.

**ACCEPTED BY:**

**MAGELLAN BEHAVIORAL HEALTH:**

**FACILITY:**

**St. John's County Board of County Commissioners**

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ Print Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

This information is confidential and the proprietary information of Magellan.

**EXHIBIT B**  
**MAGELLAN REIMBURSEMENT SCHEDULE**  
*For Community Based Organizations Only*

**FLORIDA - MEDICAID**

DESCRIPTION	HCPC CODE	Modifier	Maximum Fee	UNIT DESCRIPTION
<b>Assessment Services</b>				
Psychiatric Evaluation by Physician	H2000	HP	\$ 210.00	Per evaluation
Psychiatric Evaluation by Non-physician	H2000	HO	\$ 150.00	Per evaluation
Brief Behavioral Health Status Exam	H2010	HO	\$ 14.66	Per 15 minutes
Psychiatric Review of Records	H2000		\$ 26.00	Per review
Therapeutic Behavioral Services	H2019		\$ 15.00	Per 15 minutes
In-depth Assessment, New Patient, mental health	H0031	HO	\$ 125.00	Per assessment
In-depth Assessment, Established Patient, mental health	H0031	TS	\$ 100.00	Per assessment
Bio-psychosocial Evaluation, mental health	H0031	HN	\$ 48.00	Per assessment
Limited Functional Assessment, mental health	H0031		\$ 15.00	Per assessment
<b><u>Treatment Plan Development and Modification</u></b>				
Treatment plan development, New and Established Patient, mental health	H0032		\$ 97.00	Per event
Treatment plan review, mental health	H0032	TS	\$ 48.50	Per event
<b><u>Medical and Psychiatric Services</u></b>				
Medication Management	T1015		\$ 60.00	Per event
Brief individual medical psychotherapy, mental health	H2010	HE	\$ 15.00	Per 15 minutes
Group medical therapy	H2010	HQ	\$ 8.65	Per 15 minutes
Behavioral health screening, mental health	T1023	HE	\$ 43.62	Per event
Behavioral health services: verbal interaction, mental health	H0046		\$ 15.00	Per event
Behavioral health services: specimen collection, mental health	T1015	HE	\$ 10.00	Per event
<b><u>Behavioral Health Therapy Services</u></b>				
Individual and family therapy	H2019	HR	\$ 18.33	Per 15 minutes
Group therapy	H2019	HQ	\$ 6.67	Per 15 minutes
Behavioral health day services, mental health	H2012		\$ 12.50	Per hour
<b><u>Community Support and Rehabilitative Services</u></b>				
Psychosocial rehabilitation services	H2017		\$ 9.00	Per 15 minutes
Clubhouse services	H2030		\$ 5.00	Per 15 minutes
Self help/Peer services	H0038		\$ 1.60	Per 15 minutes
<b><u>Therapeutic Behavioral On-Site Services for Children and Adolescents</u></b>				
Therapeutic behavioral on-site services, therapy	H2019	HO	\$ 16.00	Per 15 minutes
Therapeutic behavioral on-site services, behavior management	H2019	HN	\$ 10.00	Per 15 minutes
Therapeutic behavioral on-site services, therapeutic support	H2019	HM	\$ 4.00	Per 15 minutes
<b><u>Case Management Services</u></b>				
Adult mental health targeted case management	T1017*		\$ 12.00	Per 15 minutes
Children's mental health targeted case management	T1017*	HA	\$ 12.00	Per 15 minutes
Intensive case management, Team services	T1017*	HK	\$ 12.00	Per 15 minutes

Modifier	Description	Modifier	Description
HA	Child/adolescent program	HO	Masters degree level
HE	Mental health program	HP	Doctoral level
HK	Specialized mental health programs for high-risk populations	HQ	Group setting
HM	Less than bachelor degree level	HR	Family/couple with client present
HN	Bachelors degree level	TS	Follow-up service

**Notes:**

- \* Includes travel expense. Please bill only for service delivery time; travel time is not part of this service.
- Reimbursement is based on the treating provider's licensure and Magellan's credentialing requirements for that discipline, and is not based on their academic credentials alone.
- This reimbursement schedule represents the most frequently utilized HCPC codes for professional services. Rates for HCPC codes not listed can be obtained from Magellan upon request and will be provided at the time services are authorized.
- Magellan or its claims payers will not accept expired or deleted HCPC codes. Please use and submit current HCPC codes for all services.
- 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.
- 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.
- 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:**

IF SPECIFIED, THIS EXHIBIT APPLIES ONLY TO THE PAYOR/CLIENT ORGANIZATION LISTED ABOVE.

In accordance with Section 2.4 of the Agreement, the reimbursement rates set forth on this Exhibit apply to Medically Necessary Covered Services rendered to Members of Payors in the Medicaid category, unless this Exhibit applies to a specific Payor as indicated above, or a separate Exhibit attached hereto applies to a specific Payor as indicated therein.

This reimbursement rates set forth in this Exhibit are applicable to Payors in the Medicaid category that generally serves persons eligible to receive benefits under a federal program administered by state welfare or health departments, or by a department of the federal government in its administrative capacity, to provide health services, through a health maintenance organization (HMO) or otherwise, to the indigent and underserved. Provider will be notified of the applicable reimbursement rate at the time of reimbursement.

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.

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

*This information is confidential and the proprietary information of Magellan.*