

RESOLUTION NO. 2011 - 129

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE AMENDMENT TO THE CONTRACT BETWEEN ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND MAGELLAN BEHAVIORAL HEALTH, INC., AND AUTHORIZING THE CHAIR TO EXECUTE THE AMENDMENT ON BEHALF OF THE COUNTY.

WHEREAS, Magellan Behavioral Health, Inc. (Magellan) contracts with St. Johns County Board of County Commissioners to provide mental health and substance abuse services, and

WHEREAS, Magellan is amending the contract, attached hereto, and incorporated herein, in order to add the Florida HMO Medicaid Network to the contract, and

WHEREAS, the Amendment with Magellan is attached and incorporated as an Exhibit to the Authorizing Resolution; and

WHEREAS, the County has determined that approving the Amendment with Magellan is in the overall interests of the County.

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 terms and conditions of the Amendment to the Contract between St. Johns County, Florida and Magellan Behavioral Health, Inc., and authorizes the **Chair** of the Board of County Commissioners to execute the **Amendment** on behalf of the County.
3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,
State of Florida, this 17th day of May 2011.

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

By: _____

J. Ken Bryan, Chairman

ATTEST: Cheryl Strickland, Clerk

By: _____

Deputy Clerk

RENDITION DATE 5/23/11

A M E N D M E N T

THIS AMENDMENT, effective the _____ day of _____, 20____ is by and between **Magellan Behavioral Health, Inc. (Magellan)** and **ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS** ("Facility").

WHEREAS, **Magellan** has contracted with one or more health insurance programs, employers, or other entities to provide and/or arrange for mental health and substance abuse treatment to beneficiaries and individuals covered by benefit plans sponsored or issued by payors; and

WHEREAS, **Magellan** entered into an agreement (the "Agreement") whereby Facility agreed to provide mental health and/or substance abuse treatment services of the type to be obtained by Magellan for the benefit of the beneficiaries;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained 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:

1. This Amendment shall add the FL HMO Medicaid Network to the current Agreement. Please see attached Magellan Exhibit B-1 Reimbursement Schedule for the FL HMO Medicaid Network.
2. In all other respects the Agreement is ratified and remains in full force and effect.
3. This Amendment shall be binding upon the parties, their successors, and assigns.

IN WITNESS WHEREOF, the parties hereby execute this Amendment as of the date and year first above written.

MAGELLAN BEHAVIORAL HEALTH, INC.:

FACILITY:

By: _____ By: _____

Print Name: Debra Halladay Print Name: _____

Print Title: Vice President, Network Operations Print Title: _____

Date: _____ Date: _____

LEGALLY SUFFICIENT

Name _____
Date 4/26/11



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

THIS ADDENDUM (“Addendum” or “Medicaid Addendum”), by and between MAGELLAN BEHAVIORAL HEALTH OF FLORIDA, INC., for itself and on behalf of its Affiliates (“Magellan”) and ST JOHNS 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”) for the provision of services by a Medicaid HMO.

WHEREAS, this Medicaid Addendum is intended to supplement the Agreement, except to the extent that the provisions herein are inconsistent with the provisions of the Agreement, in which case the provisions in this Medicaid Addendum shall prevail. The following sections of the Agreement shall be deleted in their entirety and replaced with the provisions noted below.

- a. The definition of Covered Services in the Agreement shall be deleted in its entirety and shall be replaced with Section 1.4 herein.
- b. The definition of Emergency in the Agreement shall be deleted in its entirety and shall be replaced with Sections 1.7, 1.8 and 1.9 herein.
- c. The definition of Medically Necessary in the Agreement shall be deleted in its entirety and shall be replaced with Section 1.2 herein.
- d. Section 2.4.4 “Claims Processing” of the Agreement shall be deleted in its entirety and shall be replaced with Section 3.2 “Claims Processing” herein.
- e. Section 3.2 “Claims Payment” of the Agreement shall be deleted in its entirety and shall be replaced with Sections 3.1 “Payment for Covered Services” and 3.3 “Claims Payment” herein.
- f. Section 11.6 “Continuation of Services after Termination” of the Agreement shall be deleted in its entirety and shall be replaced with Section 4.7 “Continuation of Services after Termination” herein.

1. **DEFINITIONS**

- 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 Contract. The Standard Contract between AHCA and Payor, a Medicaid HMO.
- 1.4 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.

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- 1.5 DCF or Department. The State of Florida's Department of Children and Families.
- 1.6 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).
- 1.7 Emergency Behavioral Health Services. Those services required to meet the needs of an individual who is experiencing an acute crisis, resulting from a mental illness, which is a level of severity that would meet the requirements for an involuntary examination (See s. 394.463, F.S.), and in the absence of a suitable alternative or psychiatric medication, would require hospitalization.
- 1.8 Emergency Medical Condition (a) A medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain or other acute symptoms, such that a prudent layperson who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention could result in any of the following: (1) serious jeopardy to the health of a patient, including a pregnant woman or fetus; (2) serious impairment to bodily functions; (3) serious dysfunction of any bodily organ or part. (b) With respect to a pregnant woman: (1) that there is inadequate time to effect safe transfer to another hospital prior to delivery; (2) that a transfer may pose a threat to the health and safety of the patient or fetus; (3) that there is evidence of the onset and persistence of uterine contractions or rupture of the membranes (see s. 395.002.F.S.).
- 1.9 Emergency Services and Care. Medical screening, examination and evaluation by a physician or, to the extent permitted by applicable laws, by other appropriate personnel under the supervision of a physician, to determine whether an emergency medical condition exists. If such a condition exists, emergency services and care include the care or treatment necessary to relieve or eliminate or stabilize the emergency medical condition within the service capability of the facility.
- 1.10 Enrollee. "Enrollee" shall mean an Eligible Medicaid recipient who is enrolled in a Medicaid HMO plan in accordance with the provisions of the Contract. Also referred to as "Enrollee."
- 1.11 HHS. "HHS" shall mean the United States Department of Health and Human Services.
- 1.12 "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
 - 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

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medical care, be effective 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.

1.13 Member. See "Enrollee."

1.14 Payor. "Payor," under this Addendum also referred to as either the Health Maintenance Organization ("HMO") or Magellan, and is the comprehensive mental health provider under contract with AHCA on a capitated basis, or other method of payment, 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, Magellan Policies and Procedures and the State of Florida Agency for Health Care Administration Medicaid Contract and all current Florida Medicaid handbooks, the State of Florida Agency for Health Care Administration Standard Contract between Payor and AHCA. 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.

2.1.1 Nothing in this Agreement shall relieve Magellan of any responsibility for the provision of services or duties under this Agreement.

2.2 **Emergency Services.** When an Enrollee presents at a hospital seeking emergency services and care, the determination that an emergency medical condition exists shall be made, for the purposes of treatment, by a physician of the hospital or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a hospital physician in accordance with Florida law. Magellan shall cover all screenings, evaluations and examinations that are reasonably calculated to assist the provider in arriving at the determination as to whether the enrollee's condition is an emergency medical condition.

2.3 **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 for monitoring and oversight of services rendered to Enrollees. Provider agrees to submit information required to complete quarterly reports, including but not limited to encounter data and FARS/CFARS. Provider agrees to submit all reports and clinical information requirement by Magellan, including Child Health Check-Up reporting, if applicable. 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 and Addendum. Provider agrees that Magellan and its Affiliates may share information related to utilization review/management, quality improvement, peer review, and grievances, as Magellan deems necessary.



- 2.4 **Compliance with Credentialing and Recredentialing Policies and Procedures.** Provider agrees to comply with Payor's and Magellan's credentialing and recredentialing policies and procedures. Provider shall insure that all licensed providers acting under this Agreement and Addendum are credentialed in accordance with Magellan and AHCA's credentialing requirements.
- 2.5 **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 or Addendum, 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 AHCA, or any other persons other than Magellan, for services provided pursuant to this Agreement and Addendum. Provider acknowledges that there is no Member cost sharing applicable to the HMO Medicaid business. In the event an Enrollee requires services which are beyond the scope or duration of Medically Necessary Covered Services under this Agreement and Addendum, 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. Provider further agrees that: this provision shall survive the termination of this Agreement and Addendum 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 any modifications, additions, or deletions to this provision shall become effective on a date no earlier than that specified by the AHCA are rendered, if required.
- 2.6 **Enrollee Communications.** Notwithstanding any other provision in this Agreement and Addendum 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 or non-treatment options, 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 or Addendum shall prohibit Provider from disclosing to Enrollee the general methodology by which Provider is compensated under this Agreement and Addendum 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 advising or advocating on behalf of the Enrollee for the Enrollee's health status, medical care or treatment or non-treatment options, or in any grievance process or utilization review process, or individual authorization process to obtain services.
- 2.7 **Records and Reports**
- 2.7.1 Provider shall maintain an adequate record system for 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, and all other commonly accepted information elements for services

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rendered to Magellan 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.

- 2.7.2 Provider shall maintain Enrollee medical records in a secure manner and shall adopt reasonable measures to prevent their unauthorized disclosure.
- 2.7.3 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 Addendum, 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.
- 2.7.4 DHHS, AHCA, the MPI, MFCU and CMS and any other applicable state or federal agencies or authorities and their authorized representatives, shall have the right to inspect, review, evaluate, audit and copy any pertinent books, financial records, medical records, documents, papers and records of Provider involving any records pertinent to this Agreement and Addendum.
- 2.7.5 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 and Addendum are continuous.
- 2.7.6 **Safeguarding Information about Enrollees.** Magellan and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Enrollees under this Agreement and Addendum in accordance with any applicable laws and regulations, including the provisions specified in 42 CFR 438.224 and 42 CFR Part 431F, Subpart 4, the Health Insurance Portability and Accountability Act, 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.
- 2.8 **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.
- 2.9 **Transfer to Another PCP or Health Plan.** If Enrollee's health or safety is in jeopardy, Provider will work with Magellan in transferring Enrollee to another Primary Care Physician or Health Plan, if appropriate.



- 2.10 **Transitioning Enrollees.** Provider shall cooperate in all respects with providers of other Health Plans to assure maximum health outcomes for Enrollees who are transitioning to another provider.
- 2.11 **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.
- 2.12 **Availability of Services.** Provider shall provide for timely access to appointments to comply with the requirements contained in the State of Florida Agency for Health Care Administration Standard Contract between Payor and AHCA. Such hours shall be no less than the hours of operation offered to commercial HMO members or comparable Medicaid FFS Recipients if Provider services only Medicaid Recipients.
- 2.13 **Delegation of Services.** If Provider delegates or subcontracts any of the services to be performed under this Addendum, such delegation must include all requirements of the Agreement and Addendum and comply with 42 CFR 438.230, which requires Provider to evaluate the prospective subcontractor's ability to perform the activities to be delegated, execute a written agreement that specifies the activities and report responsibilities delegated to the subcontractor, and provides for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate. In addition, Provider must monitor the subcontractor's performance on an ongoing basis and subjects it to formal review consistent with industry standards or State MCO laws and regulations. Should deficiencies or areas for improvement be identified, Provider shall take corrective action. Any delegation of services must be reviewed by the Magellan and/or Payor and submitted to AHCA for approval.
- 2.14 **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.
- 2.15 **Magellan's Cultural Competency Plan.** Provider agrees to abide by Magellan's Cultural Competency Plan as contained in Magellan Provider Handbook.
- 2.16 **Marketing Materials.** Provider agrees that any marketing materials related to this Agreement and Addendum that are distributed by the Provider shall be submitted to Magellan and AHCA for written approval prior to use.
- 2.17 **Advance Directives.** Provider shall have and maintain written policies and procedures that meet the requirements for "advance directives" as defined in 42 CFR 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 and state and federal rules and regulations, specifically F.S. 641.3155, 42 CFR 447.46, and 42 CFR 447.45(d)(2), (3), (d)(5) and (d)(6). 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 Processing.** Provider agrees to submit whether by mail or electronic transfer all itemized claims for reimbursement within 6 months after the following have occurred:

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1. Discharge for inpatient services or the date of service for outpatient services; and
2. The provider has been furnished with the correct name and address of the patient's health insurer.

All claims for payment, whether electronic or non-electronic, must be mailed or electronically transferred to the secondary insurer within 90 days after final determination by the primary insurer. A provider's claim is considered submitted on the date it is electronically transferred or mailed.

3.3 Claims Payment. In accordance with F.S. 641.3155, Magellan will pay, or direct Payors to pay a Clean Claims as follows:

3.2.1 Electronically Submitted Claims

- a) For electronically submitted claims, within 24 hours after the beginning of the next business day after receipt of the claim, provide electronic acknowledgment of the receipt of the claim to the electronic source submitting the claim.
- b) Within 20 days after receipt of the claim, pay the claim or notify Provider or designee if a claim is denied or contested. If contested, notification shall be accompanied by an itemized list of additional information or documents that are necessary to process the claim.
- c) Provider must submit the additional information or documentation within 35 days after receipt of notification.
- d) Electronic transmission of claims notices documents form and payment shall be used to the greatest extent possible by Magellan and Provider.

3.2.2 Non-electronically Submitted Claims

- a) For non-electronically submitted claims, within 15 days after receipt of claim, Magellan shall provide to Provider or designee either acknowledgment of receipt of the claim or electronic access to the status of a submitted claim.
- b) Within 40 days after receipt of the claim, pay the claim or notify Provider or designee of a claim is denied or contested. If contested, notification shall be accompanied by an itemized list of additional information or documents that are necessary to process the claim.
- c) Provider must submit the additional information or documentation within 35 days after receipt of notification.
- d) A claim must be paid or denied within 120 days after receipt of the claim. Failure to pay or deny a claim with 140 days after receipt of the claim creates an uncontestable obligation to pay the claim.

3.4 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 and Addendum.

3.5 National Provider Identification Number (NPI). Provider shall obtain a National Provider Identifier (NPI) for all physicians and other applicable health care providers. Provider shall submit

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all NPIs for its physicians and other health care providers to Magellan within fifteen (15) Business Days of receipt of NPI or at the time of execution of this Agreement.

- 3.6 **Florida Medicaid Provider Number.** Provider shall obtain a unique Florida Medicaid Provider number for all physicians and other applicable health care providers. Provider shall submit all Florida Medicaid Provider numbers for its physicians and other health care providers to Magellan within fifteen (15) Business Days of receipt of the number or at the time of execution of this Agreement.

4. **TERM AND TERMINATION**

- 4.1 **Term.** The initial term of this Addendum shall commence on the date first above written and it shall remain in effect for a period of two (2) years. This Addendum shall automatically renew on a year to year basis on the same terms and conditions, unless this Addendum is terminated earlier by either party in accordance with the terms of this Addendum.

- 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, terminated or excluded from, a Medicare or Medicaid program or any other state or federal 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, Payor, and, if applicable, a governmental agency or authority; or

4.2.5 Any termination of the Agreement.

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

- 4.4 **Termination of the Addendum at Direction of AHCA.** In addition to any other right to terminate in the Agreement and Addendum, and notwithstanding any other provision of the Contract, AHCA or Magellan may request immediate termination of the Agreement and Addendum if, as determined by AHCA, provider fails to abide by the terms and conditions of the Agreement and Addendum, or, in the sole discretion of AHCA, provider fails to come into compliance with the Agreement and Addendum within fifteen (15) calendar days after receipt of notice from Magellan specifying such failure and requesting provider abide by the terms and conditions thereof.

- 4.5 **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 4.2.2 hereof), Provider shall provide Covered Services to Enrollees until the sooner of: (i) the expiration of the

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period for which the Enrollee is eligible to receive such services; or (ii) the date upon which Magellan, HHS, AHCA 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.

- 4.6 **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.
- 4.7 **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 in active treatment through completion of treatment of a condition for which the Enrollee was receiving care at the time of termination until the Enrollee selects another treating provider, or during the next open enrollment period. None of the above may exceed six (6) months after the termination of provider's contract. Notwithstanding the provisions in this subsection, a terminated provider may refuse to continue to provide care to an enrollee who is abusive or noncompliant. For continued care, Magellan and the Provider shall continue to abide by the same terms and conditions as existed in the terminated contract. The requirements set forth herein shall not apply to providers who have been terminated by Magellan or Payor for cause.
- 4.8 **Appeal of Termination.** Provider shall utilize the applicable appeals procedures outlined in Magellan Policies and Procedures. No separate right of appeal to AHCA or Payor is created as a result of Magellan's act of terminating or decision to terminate any provider under this Agreement and Addendum.

5. **Indemnification and Insurance**

- 5.1 **Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify AHCA and Enrollees against any and all claims, liability, causes of action, damages or judgments, including court costs, expenses 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.
- 5.2 **Insurance.** Provider shall notify Magellan in the event of a lapse in general liability or medical malpractice insurance or if assets fall below the amount necessary for licensure under Florida Statutes.

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 AHCA, Medicaid Program Integrity (MPI), or Medicaid Fraud Control Unit (MFCU) or any governmental agency or authority of the United States or the state in which Provider renders Covered Services to Enrollees, and shall also cooperate with any subsequent legal action that may result fro such an investigation.



- 6.1.2 Provider shall comply with 42 CFR 455.104 regarding disclosure of ownership, 42 CFR 455.105 regarding disclosure of business transactions, and 42 CFR 455.106 regarding disclosure of criminal offenses by any person with an ownership interest.
- 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 **Physician Incentive Plan.** If Payor or Magellan initiates a physician incentive plan, Payor or Magellan shall not make payment directly or indirectly under the plan to a provider as an inducement to reduce or limit Medically Necessary services to an Enrollee. Such plan shall not contain provisions that provide incentives, monetary or otherwise for the withholding of Medically Necessary care.
- 6.4 **Non-Discrimination for Providers.** Magellan shall not discriminate with respect to participation, reimbursement, or indemnification of any Provider who is acting within the scope of his or her license or certification under applicable state law, solely on the basis of such license or certification. In addition, Magellan shall not discriminate against Providers serving high-risk populations or those that specialize in conditions requiring costly treatments. Magellan is not prohibited from limiting the provider participation to the extent necessary to meet the needs of Enrollees. In addition, this provision shall not interfere with measures established by Magellan that are designed to maintain quality and control costs.
- 6.5 **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.
- 6.6 **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.
- 6.7 **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.
- 6.8 **Resolution of Disputes.** . In the event that a dispute between Magellan and Provider arises out of or is related to this Agreement, the parties to the dispute shall negotiate in good faith to attempt to

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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 Provider. Provider 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 the Florida Medicaid Contract and all current Florida Medicaid handbooks and shall not be subject to this Section 10. Payor may not be bound by the provisions of this Section.

6.9 **Waiver of Terms.** If any term of the Agreement or this Addendum which, as it pertains to Medicaid Recipients, is in conflict with the specifications of the Contract, that term shall be waived.

6.10 **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. In addition, any contracts, agreements or subcontracts entered into by Provider for the purposes of carrying out any aspect of this Agreement and Addendum, must include assurances that the individuals who are signing the contract, agreement or subcontract are so authorized and that it includes all the requirements of the State of Florida Agency for Health Care Administration Standard Contract between Payor and AHCA.

6.11 **Compliance with Fraud, Waste and Abuse Policies.** Provider agrees to comply with Magellan and Payor's Policies and Procedures related to Fraud, Waste and Abuse in order to comply with the Deficit Reduction Act of 2005, American Recovery and Reinvestment Act of 2009, applicable "whistleblower" protection laws, the Federal False Claims Act and State False Claims laws, which may include participation in trainings by Magellan or Payor. Provider agrees to comply with Magellan or Payor in any investigation of suspected fraud and abuse.

6.12 **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 the Contract, as well as Magellan's medical necessity and clinical care criteria for services to be provided under this Agreement and Addendum.

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

PROVIDER: ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS **MAGELLAN BEHAVIORAL HEALTH OF FLORIDA, INC.:**

By: _____

By: _____

Name: _____

Name: Debra Halladay

Title: _____

Title: Vice President, Network 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 **	
			FL Molina	HMO Medicaid (Wellcare)
◆ Hospitalization	<ol style="list-style-type: none"> 1. Psychiatric Related Disorder Treatment Program 2. Substance Abuse Related Disorder Treatment Program 3. Alcohol/Drug Detoxification 4. Eating Disorder Treatment Program 5. 23 Hr Observation Bed, Psych (CSU's only) 6. 23 Hr Observation Bed, SA Related Disorder 7. Electroconvulsive Therapy (ECT) 8. Crisis Stabilization Unit (CSU) 	<p>0114, 0124, 0134, 0144, 0154, 0204</p> <p>0114, 0124, 0134, 0144, 0154, 0204</p> <p>0762</p> <p>0762</p> <p>0901</p> <p>S9485</p>	<p>B-1</p> <p>B-1</p> <p>B-1</p> <p>B-1</p> <p>B-1</p> <p>B-1</p> <p>B-1</p>	<p>B-1</p> <p>B-1</p> <p>B-1</p> <p>B-1</p> <p>B-1</p> <p>B-1</p>
◆ Residential	<ol style="list-style-type: none"> 1. Psychiatric Related Disorder Treatment Program 2. Substance Abuse Related Disorder Treatment Program 			<p>B-1</p> <p>B-1</p>
◆ Intensive Outpatient *	<ol style="list-style-type: none"> 1. Psychiatric Related Disorder Treatment Program 2. Substance Abuse 2. Eating Disorder Treatment Program 	<p>S9480</p> <p>S9480</p>	<p>B-1</p> <p>B-1</p>	<p>B-1</p> <p>B-1</p>
◆ Outpatient Treatment	<ol style="list-style-type: none"> 1. Outpatient Psychiatric Services – see attached schedule 2. Electroconvulsive Therapy (ECT) 3. Therapeutic Behavioral On-site Services, therapy 4. Therapeutic Behavioral On-site Services, behavior mgmt 5. Therapeutic Behavioral On-site Services, therapeutic support 	<p>See schedule</p> <p>0901</p> <p>H2019 HO</p> <p>H2019 HM</p> <p>H2019 HN</p>	<p>OP</p> <p>B-1</p> <p>CBO</p> <p>CBO</p> <p>CBO</p>	<p>OP</p> <p>B-1</p> <p>CBO</p> <p>CBO</p> <p>CBO</p>
• Community Support	<ol style="list-style-type: none"> 1. Targeted Case Management, mental health 2. Intensive Case Management Team Services 3. Psychosocial rehabilitation services 4. Clubhouse Services 	<p>T1017 (adult)</p> <p>T1017 HA (child)</p> <p>T1017 HK</p> <p>H2017</p> <p>H2030</p>	<p>CBO</p> <p>CBO</p> <p>CBO</p> <p>CBO</p>	<p>CBO</p> <p>CBO</p> <p>CBO</p> <p>CBO</p>
• Ancillary Services	<ol style="list-style-type: none"> 1. Ambulance Service 	A0021		B1

**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 FL Molina HMO Medicaid Network
- The Florida HMO Medicaid Network

B. Per Diem Rates indicated are: Inclusive; Exclusive

NOTE: Intensive Outpatient Treatment Services must be contracted as an Inclusive per diem rate; Claims for these levels of care will be paid as an Inclusive per diem rate (please see note #3 under Notes on Rates section for more detailed explanation). All other levels of care may be contracted as an Inclusive or Exclusive per diem rate. Please refer to note #2a.i. and #2a.ii. under Notes on Rates section for definitions of "Inclusive" and "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

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B. OUTPATIENT TREATMENT & COMMUNITY SUPPORT SERVICES:

TREATMENT SETTING / PROGRAM TYPE	BASIS RATE	SITE OF CARE CODES	POPULATION
Traditional Outpatient 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 type="checkbox"/> Older Adults <input 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): St John's County Mental Health Department Family Integrity Program

Tax ID#: 596000825

Street Address: 1955 US Highway 1 South Medicare#: 039301

City/State/Zip Code: St Augustine, FL 32086 Medicaid#: 029975800

Site Treatment Setting: CMHC NPI# 1629067970

^a 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# _____

^a 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# _____

^a 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# _____

^a Outpatient Site? Yes No

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

Accreditation? AAAHC AOA CARF COA JCAHO

S5. *Legal Name of Provider:* _____
Program Name (if applicable): _____ *Tax ID#:* _____
Street Address: _____ *Medicare#:* _____
City/State/Zip Code: _____ *Medicaid#:* _____
Site Treatment Setting: _____ *NPI#* _____
^a *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#* _____
^a *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#* _____
^a *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. Intensive Outpatient Program (IOP) Charges: For Intensive Outpatient Programs (IOP) for a behavioral health diagnosis, per diem rates are inclusive of all therapy, clinical, ancillary, diagnostic and professional services. One professional services rendered by a physician per day for medication management services provided on the same day as the IOP will be allowed if authorized (90862, 99212, 90805, 90811). One initial assessment (90801) will be allowed if medication management services have been authorized by Magellan and rendered by a physician who has not previously treated the Member, or if the physician is not employed by the IOP provider. If an initial assessment (90801) is authorized by Magellan, completed by the IOP and the Member is not admitted to the IOP, Magellan will pay for the initial assessment only.
4. 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.
5. 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.
6. 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

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

LEGALLY SUFFICIENT



Name _____
Date: 4/26/11

EXHIBIT B
MAGELLAN REIMBURSEMENT SCHEDULE
For Community Based Organizations Only

FLORIDA – HMO MEDICAID

ASSESSMENT SERVICES	HCPCS		Maximum	UNIT
DESCRIPTION	CODE	Modifier	Fee	DESCRIPTION
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, New Patient	H0001*	HO	\$125.00	Per assessment
In-depth Assessment, Established Patient, mental health	H0031	TS	\$100.00	Per assessment
In-depth Assessment, Established Patient	H0001*	TS	\$100.00	Per assessment
Bio-psychosocial Evaluation, mental health	H0031	HN	\$ 48.00	Per assessment
Bio-psychosocial Evaluation	H0001*	HN	\$ 48.00	Per assessment
Limited Functional Assessment, mental health	H0031		\$ 15.00	Per assessment
Limited Functional Assessment	H0001*		\$ 15.00	Per assessment
<u>Treatment Plan Development and Modification</u>				
Treatment plan development, New and Established Patient, mental health	H0032		\$ 97.00	Per event
Treatment plan development, New and Established Patient	T1007*		\$ 97.00	Per event
Treatment plan review, mental health	H0032	TS	\$ 48.50	Per event
Treatment plan review	T1007*	TS	\$ 48.50	Per event
<u>Medical and Psychiatric Services</u>				
Medication Management	T1015		\$ 60.00	Per event
Brief individual medical psychotherapy, mental health	H2010	HE	\$ 15.00	Per 15 minutes
Brief individual medical psychotherapy	H2010*	HF	\$ 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 screening	T1023*	HF	\$ 43.62	Per event
Behavioral health services: verbal interaction, mental health	H0046		\$ 15.00	Per event
Behavioral health services: verbal interaction	H0047*		\$ 15.00	Per event
Behavioral health services: specimen collection, mental health	T1015	HE	\$ 10.00	Per event
Behavioral health services: specimen collection	T1015*	HF	\$ 10.00	Per event
<u>Behavioral Health Therapy Services</u>				
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
Behavioral health day services	H2012*	HF	\$ 12.50	Per hour
<u>Community Support and Rehabilitative Services</u>				
Psychosocial rehabilitation services	H2017		\$ 9.00	Per 15 minutes
<u>Therapeutic Behavioral On-Site Services for Children and Adolescents</u>				
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
<u>Case Management Services</u>				
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
HF	Substance abuse program	HQ	Group setting
HK	Specialized mental health programs for high-risk populations	HR	Family/couple with client present
HM	Less than bachelor degree level	TS	Follow-up service
HN	Bachelors degree level		

EXHIBIT B
MAGELLAN REIMBURSEMENT SCHEDULE
For Community Based Organizations Only

FLORIDA – HMO MEDICAID

INJECTION SERVICES		
DESCRIPTION	CPT®/HCPCS CODES	Max Fee
Therapeutic injection; subcutaneous or intramuscular, intra-arterial	96372, 96373	\$ 15.75
Therapeutic injection, intravenous	96374	\$ 39.25
Injection, Aripiprazole, intramuscular, .25mg	J0400	\$ 0.64
Injection, Injection, benztrapine mesylate, per 1 mg	J0515	\$ 3.48
Injection, Prochlorperazine, up to 10mg	J0780	\$ 8.13
Injection, Diphenhydramine HCL, up to 50mg	J1200	\$ 3.68
Injection, Amitriptyline HCL, up to 20mg	J1320	\$ 2.23
Injection, Haloperidol, up to 5mg	J1630	\$ 10.53
Injection, Haloperidol Decanoate, per 50mg	J1631	\$ 44.42
Injection, Propranolol HCL, up to 1 mg	J1800	\$ 5.29
Injection, Naloxone hydrochloride, per 1 mg	J2310	\$ 2.01
Injection, Naltrexone, depot form, 1 mg	J2315	\$ 1.93
Injection, Fluphenazine Decanoate, up to 25mg	J2680	\$ 4.23
Injection, Risperidone, long acting, 0.5mg	J2794	\$ 5.10
Injection, Chlorpromazine HCL, up to 50 mg	J3230	\$ 3.92
Injection, Perphenazine, up to 5 mg	J3310	\$ 6.36
Injection, Diazepam, up to 5 mg	J3360	\$ 1.27
Injection, Triflupromazine HCL, up to 20 mg	J3400	\$ 57.35

Notes:

- 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.
- *Only covered when billed with a primary diagnosis of mental health.
- ** Includes travel expense. Please bill only for service delivery time; travel time is not part of this service.
- 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.

EXHIBIT B
MAGELLAN REIMBURSEMENT SCHEDULE

For Children & Adolescents ages 5 through 18 only.

FLORIDA – HEALTHY KIDS

INPATIENT

CPT@ CODE		PHYSICIAN	PSYCHOLOGIST
99217, 99218	Observation Care Discharge Services, Initial Observation Care, low complexity	\$ 60.00	\$ N/B
99219, 99220	Initial Observation Care, moderate to high complexity	\$ 135.00	\$ N/B
9922x	Initial	\$ 135.00	\$ N/B
9923x	Subsequent	\$ 60.00	\$ N/B
9925x	Hospital Consultation	\$ 160.00	\$ 45.00
99281, 99282, 99283	ER Consultation-low to moderate complexity	\$ 44.00	\$ N/B
99284, 99285	ER Consultation-high complexity	\$ 88.00	\$ N/B
99291	Critical Care Eval and Mgt, first 30-74 minutes	\$ 160.00	\$ N/B
99292	Critical Care Eval and Mgt, each addtl 30 minutes	\$ 88.00	\$ N/B

→One professional visit per authorized inpatient day may be billed when the facility per diem is exclusive of this charge←

PROFESSIONAL SERVICES

DESCRIPTION	CPT/HCPCS CODE	PHYSICIAN	PSYCHOLOGIST	MASTER'S LEVEL PROFESSIONAL	CLINICAL NURSE SPECIALIST
Initial Diagnostic Interview	90801, 90802	\$ 120.00	\$ 70.00	\$ 64.00	\$ 64.00
Individual Psychotherapy	90804, 90810, 90816, 90823	\$ 65.00	\$ 40.00	\$ 35.00	\$ 35.00
Individual Psychotherapy - with Medication Management	90805, 90811, 90817, 90824	\$ 65.00	\$ N/B	\$ N/B	\$ 54.00*
Individual Psychotherapy	90806, 90808, 90812, 90814, 90818, 90821, 90826, 90828	\$ 70.00	\$ 60.00	\$ 54.00	\$ 54.00
Individual Psychotherapy - with Medication Management	90807, 90809, 90813, 90815, 90819, 90822, 90827, 90829	\$ 70.00	\$ N/B	\$ N/B	\$ 59.00*
Psychoanalysis	90845	\$ 70.00	N/B	\$ N/B	\$ N/B
Family/Couples Psychotherapy	90846, 90847	\$ 70.00	\$ 60.00	\$ 54.00	\$ 54.00
Group Psychotherapy	90849, 90853, 90857	\$ 35.00	\$ 25.00	\$ 25.00	\$ 25.00
Pharmacological Management	90862	\$ 56.00	\$ N/B	\$ N/B	\$ 40.00*
Brief Pharmacological Mgt (5-10 minutes)	99212	\$ 32.00	\$ N/B	\$ N/B	\$ 24.00*
Psychological Testing	96101	\$ 70.00	\$ 70.00	\$ N/B	\$ N/B
Neurobehavioral Status Exam	96116	\$ 70.00	\$ 70.00	\$ N/B	\$ N/B
Neuropsychological Testing	96118	\$ 70.00	\$ 70.00	\$ N/B	\$ N/B
Psych Testing Admin by Technician	96102	\$ 32.00	\$ 32.00	\$ N/B	\$ N/B
Neuropsych Testing Admin by Technician	96119	\$ 46.00	\$ 46.00	\$ N/B	\$ N/B
Psych Testing Admin by Computer	96103	\$ 25.00	\$ 25.00	\$ N/B	\$ N/B
Neuropsych Testing Admin by Computer	96120	\$ 40.00	\$ 40.00	\$ N/B	\$ N/B
Electroconvulsive Therapy (E.C.T.)	90870	\$ 150.00	\$ N/B	\$ N/B	\$ N/B
Anesthesia for E.C.T. (per 15 min unit)	00104	\$ 18.70	\$ N/B	\$ N/B	\$ N/B
Outpatient Consultation	99241, 99242, 99243, 99244, 99245	\$ 110.00	\$ 65.00	\$ 55.00	\$ 93.00
After hours office services	99050**	\$ 20.00	\$ 15.00	\$ 10.00	\$ 10.00
Office Emergency Services	99058^	\$ 143.00	\$ 85.00	\$ 72.00	\$ 104.00
Home Visit for Individual, Family, or Couples Counseling	99510	\$ 88.00	\$ 76.00	\$ 68.00	\$ 68.00

INJECTION SERVICES

DESCRIPTION	CPT/HCPCS CODE	RATE	DESCRIPTION	HCPCS CODE	RATE
Therapeutic injection; subcutaneous or intramuscular; intra-arterial	96372, 96373	\$ 15.75	Injection, propranolol HCL, up to 1 mg	J1800	\$ 5.29
Therapeutic injection, intravenous	96374	\$ 39.25	Injection, naloxone hydrochloride, per 1 mg	J2310	\$ 2.01
Injection, aripiprazole, intramuscular, .25mg	J0400	\$ 0.64	Injection, naltrexone, depot form, 1 mg	J2315	\$ 1.93
Injection, benzotropine mesylate, per 1 mg	J0515	\$ 3.48	Injection, fluphenazine decanoate, up to 25mg	J2680	\$ 4.23
Injection, prochlorperazine, up to 10mg	J0780	\$ 8.13	Injection, risperidone, long acting, 0.5mg	J2794	\$ 5.10
Injection, diphenhydramine HCL, up to 50mg	J1200	\$ 3.68	Injection, chlorpromazine HCL, up to 50 mg	J3230	\$ 3.92
Injection, amitriptyline HCL, up to 20mg	J1320	\$ 2.23	Injection, perphenazine, up to 5 mg	J3310	\$ 6.36
Injection, haloperidol, up to 5mg	J1630	\$ 10.53	Injection, diazepam, up to 5 mg	J3360	\$ 1.27
Injection, haloperidol decanoate, per 50mg	J1631	\$ 44.42	Injection, triflupromazine HCL, up to 20 mg	J3400	\$ 57.35

Notes:

- Discipline levels will vary from state to state. N/B indicates a non-billable service for this discipline level.
- 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 CPT/HCPCS codes for professional services. Rates for CPT/HCPCS 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 CPT/HCPCS codes. Please use and submit current CPT/HCPCS 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.
- Nurses may only provide services and bill for CPT/HCPCS codes that fall within the scope of practice allowed by their professional training and state licensure.
*Requires current state Advance Practice RN Licensure.
- 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.
- **In addition to basic service.
- *Requires authorization to be reimbursed.
- 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 WELL-CARE
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.

Version 10/1/10

Region Code: FL

FL Healthy Kids

Pamela Halterman

From: Regina Ross
Sent: Tuesday, August 16, 2011 4:01 PM
To: Patrick McCormack
Cc: Diane Lehmann; Judy Hamilton; Pamela Halterman
Subject: RE: Magellan Addendum

Gracious.

From: Patrick McCormack
Sent: Tuesday, August 16, 2011 2:05 PM
To: Regina Ross
Cc: James Whitehouse; Diane Lehmann; Judy Hamilton
Subject: RE: Magellan Addendum

Pls check the resolution. If it only "authorizes" I think no action needed. If it "directs" or something like that, need to undo.

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From: Regina Ross
Sent: Tuesday, August 16, 2011 1:55 PM
To: Patrick McCormack; James Whitehouse
Cc: Diane Lehmann; Judy Hamilton
Subject: RE: Magellan Addendum

Please see Pam's email below. Isn't the correct remedy to adopt a resolution rescinding resolution 2011-129?

Regina

From: Pamela Halterman
Sent: Tuesday, August 16, 2011 1:41 PM

8/16/2011

To: Regina Ross; Diane Lehmann; Judy Hamilton
Cc: Pat DeGrande; Yvonne King
Subject: FW: Magellan Addendum

Good Afternoon Regina,

I've attached an email(see below) involving the above mentioned contract. This item was approved by the BCC on May 17, 2011, by Resolution 2011-129. As you can see by the email, Magellan decided not to execute the contract addendum because of the closing of the Mental Health.

Please advise how to handle this resolution now that it is no longer necessary. Thank you for any help in this matter. Have a great day!

*Thank You,
Pam Halterman, Deputy Clerk
Records Specialist
Clerk of Courts
Minutes & Records Dept.
PHalterman@sjccoc.us
Phone# 904-819-3644 x 5*

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From: Nancy Wilson
Sent: Wednesday, August 10, 2011 1:10 PM
To: 'Armstrong, Lynn W.'
Cc: Pamela Halterman
Subject: RE: Magellan Addendum

Ok thank you. I have enjoyed working with you also. We had a great time at Rock City with all 7 grandkids and their parents even though I broke my left arm right before our vacation started. Take care of yourself and enjoy life to the fullest!

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Nancy Wilson
Administrative Manager
St. Johns County Health and Human Services Department/Mental Health & Recovery division
1955 U.S. 1 South, Suite C-2
St. Augustine, FL 32086
Phone: (904) 209-6043
Fax: (904) 209-6002
nwilson@sjcfl.us

8/16/2011

-----Original Message-----

From: Armstrong, Lynn W. [mailto:lwarmstrong@magellanhealth.com]

Sent: Wednesday, August 10, 2011 1:07 PM

To: Nancy Wilson

Subject: RE: Magellan Addendum

Nancy,

Once we received notice that you were closing, it was decided not to be executed. The line of business that would use this would not become active until after you were closed.

I have enjoyed working with you over the years and wish you the best.

Thanks,

Lynn Armstrong
Senior Field Network Coordinator
Magellan Health Services
3712 Ringgold Road, Ste 358
Chattanooga, TN 37412
toll free-800-297-7821 Ext. 42237
fax-888-656-4779***New Toll Free FAX**
e-mail lwarmstrong@magellanhealth.com

"Getting Better All the Time"

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Thank you.

From: Nancy Wilson [mailto:nwilson@sjcfl.us]

Sent: Wednesday, August 10, 2011 12:02 PM

To: Armstrong, Lynn W.

Cc: Pamela Halterman

Subject: Magellan Addendum

Importance: High

Hi Lynn,

Our County Minutes and Records Department has inquired as to whether the last Magellan Addendum was fully executed and an original returned to us. I have not received it. My last day is Friday so I have copied Pam Halterman from Minutes and Records so she can follow up. Thanks!

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copies of the original message.”

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