THE IOWA PLAN BEHAVIORAL HEALTH
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 __RecipientName__ is effective as of _________________. The term “Provider” as used in this Amendment, refers to Provider (where this Amendment is 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 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 Form IA01, IA02, or IA03, 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 Iowa Plan Clients.

WHEREAS, Magellan Behavioral Care of Iowa, Inc., an affiliate of Magellan, has entered into an agreement with the State of Iowa Department of Human Services and the Iowa Department of Public Health within the State of Iowa to provide, arrange for, and/or administer prepaid mental health and/or substance abuse treatment services on behalf of individuals covered by The Iowa Plan for Behavioral Health (the “Iowa Plan”); and

WHEREAS, this Amendment is intended to extend basic principles set forth in the Agreement, in order to make such principles work in the context of The Iowa Plan.

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

1. The first recital in the Agreement is deleted in its entirety and in lieu and on place thereof, the following shall be inserted:

   “WHEREAS, Magellan Behavioral Care of Iowa, an affiliate of Magellan, has entered into an agreement with the State of Iowa Department of Human Services and the Iowa Department of Public Health within the State of Iowa to provide, arrange for, and/or administer prepaid mental health and/or substance abuse treatment services on behalf of individuals covered by The Iowa Plan for Behavioral Health (the “Iowa Plan”); and”

2. The following shall be added to the end of the second recital:

   “and Iowa Plan Clients”

3. DEFINITIONS:

   A. The definition of “Benefit Plan” in the Agreement is hereby deleted in its entirety and in lieu and in place thereof the following is inserted:

      “Coverage Agreement: The existing or future policies, contracts, certificates or health plans entered into or issued by or in conjunction with the State of Iowa, Department of Human Services and the State of Iowa, Department of Public Health entitling Iowa Plan Clients to Psychosocially Necessary Covered Services and Service Necessary Covered Services.”

   All references to “Benefit Plan” in the Agreement shall be deleted and in lieu and in place thereof “Coverage Agreement” shall be inserted.
B. The definition of “Coinsurance” and all references to “Coinsurance” in the Agreement are hereby deleted in their entirety.

C. The definition of “Copayment” and all references to “Copayments” in the Agreement are hereby deleted in their entirety.

D. The definition of “Covered Services” in the Agreement is hereby deleted in its entirety and in lieu and in place thereof the following is inserted:

“Covered Services: The Psychosocially Necessary mental health treatment services and Service Necessary substance abuse treatment services that Magellan is obligated to arrange to provide to Iowa Plan Clients under the Managed Care Agreement.”

E. The definition of “Deductible” and all references to “Deductible” in the Agreement are hereby deleted in their entirety.

F. In the Agreement, the following shall be added after the definition of “Emergency:”

“Emergency Services: Those Covered Services required to meet the needs of an Iowa Plan Client who is experiencing an acute crisis of a level of severity requiring immediate treatment where a failure to treat could result in serious danger to others, or, that a prudent layperson who possesses an average knowledge of behavioral health could reasonably expect the absence of immediate medical attention to result in death, injury or lasting harm to the Iowa Plan Client or serious danger to others.”

G. In the Agreement, the definition of “Emergency” shall be deleted in its entirety and in lieu and in place thereof the following shall be inserted:

“Emergency: The sudden and unexpected onset of a medical condition that manifests itself by symptoms of an acute crisis of a level of severity where a failure to treat could result in serious danger to others, or a prudent person who possessing an average knowledge of behavioral health could reasonably expect the absence of immediate medical attention to result in death, injury or lasting harm to the Iowa Plan Client or serious danger to 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 Magellan takes into account for that particular set of circumstances the patient’s medical history, presenting symptoms, and admitting or initial as well as final diagnosis, submitted by Provider, in determining whether, by definition, Emergency Services could reasonably have expected to have been provided; furthermore, the Provider may appeal the decision of Magellan, with regard to a particular set of facts constituting an Emergency, by following the appeal process as described in the Provider Manual for the Iowa Plan.”

H. The following definition of “Managed Care Agreement” shall be added to the Definitions section of the Agreement:

“Managed Care Agreement: That certain contract between the State of Iowa Department of Human Services and the State Department of Public Health and Magellan Behavioral Care of Iowa, Inc., for the Iowa Plan.”

I. The definition of “Medically Necessary Covered Services” in the Agreement is hereby deleted in its entirety and in lieu and in place thereof, the following shall be inserted:
“Psychosocially Necessary Covered Services: The clinical, rehabilitative or supportive mental health services which are: (i) appropriate and necessary to the symptoms, diagnosis or treatment of a covered mental health diagnosis; (ii) provided for the diagnosis or direct care and treatment of a mental health disorder; (iii) consistent with the standards of good practice for mental health treatment; (iv) required to meet the mental health needs of the Iowa Plan Client and not primarily for the convenience of the Iowa Plan Client, Provider or Magellan; and (v) the most appropriate type of service which would reasonably meet the need of the Iowa Plan Client in the most cost effective and efficient manner. In determining ‘Psychosocial Necessity’ or if a service is ‘Psychosocially Necessary,’ the following shall be considered: (i) the Iowa Plan Client’s clinical history, including the impact of previous treatment and service interventions; (ii) services being provided concurrently by other delivery systems; (iii) the potential for the services/supports to avert the need for more intensive treatment; (iv) the potential for services/supports to allow the Iowa Plan Client to maintain functioning improvement attained through more intensive treatment; (v) unique circumstances which may impact the accessibility or appropriateness of particular services for an individual Iowa Plan Client, including, but not limited to, the availability of transportation, lack of natural supports including a place to live; and (vi) the Iowa Plan Client’s choice of provider or treatment location.”

J. The definition of “Member” in the Agreement is hereby deleted in its entirety and in lieu and in place thereof the following is inserted:

“Iowa Plan Client: Any person entitled to receive services pursuant to the terms of a Coverage Agreement.”

All references to “Member” or “beneficiary” in the Agreement shall be deleted and in lieu and in place thereof “Iowa Plan Client” shall be inserted (excluding, however, any reference to “beneficiary” in Section 12.7 of the Agreement).

K. The following definition shall be added to the Definitions section of the Agreement:

“Service Necessary Covered Services: The substance abuse treatment goods and services provided or ordered must be (i) appropriate and necessary to the symptoms, diagnosis or treatment of a covered substance abuse disorder; (ii) provided for the diagnosis or direct care and treatment of a Covered Service; (iii) consistent with the standards of good practice for substance abuse treatment; (iv) required to meet the substance abuse treatment need and not primarily for the convenience of the Iowa Plan Client, Provider or Magellan; and (v) within the scope of the licensure of Provider.”

L. The definition of “Payor” in the Agreement is hereby deleted in its entirety and in lieu and in place thereof the following shall be inserted.

“Payor: The State of Iowa Department of Human Services and the Iowa Department of Public Health.”

4. All references to “Medically Necessary Covered Services” in the Agreement shall be amended to read “Psychosocially Necessary Covered Services and/or Service Necessary Covered Services.”
5. All references to “applicable state law” or “applicable state laws” shall be deleted and in lieu and in place thereof the following shall be inserted:

“applicable state and federal laws”

6. The following shall be added as the last sentence of the first paragraph of Section 2.1:

“Provider agrees to provide translation services to non-English speaking and/or hearing impaired Iowa Plan Clients.”

7. Section 2.4.2 is hereby deleted in its entirety and in lieu and in place thereof the following is inserted:

“Section 2.4.2 Compensation to Provider. Provider agrees to accept payment from Magellan for Covered Services provided to Iowa Plan Clients under this Agreement as payment in full. Provider agrees that such payment shall be made in accordance with the attached Exhibits. Provider shall not be paid by Magellan for Covered Services that are deemed not Psychosocially Necessary Covered Services and/or Service Necessary Covered Services by Magellan. Provider shall not charge Iowa Plan Clients for missed appointments. 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.

8. The following shall be added to the end of Section 2.4.4 of the Agreement:

“Pursuant to the terms of the Managed Care Agreement, Magellan is not obligated to pay any claim submitted more than one year after the date upon which services were rendered.”

9. Section 2.4.6 shall be deleted in its entirety and in lieu and in place thereof the following is inserted:

“Section 2.4.6 Hold Harmless Commitment. Provider on behalf of itself and any assignee or subcontractors agrees that in no event, including but not limited to non-payment by Magellan or Payor, insolvency of Magellan or Payor or breach of this Agreement, shall Provider on behalf of itself and any assignee or subcontractors or employees bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Iowa Plan Client or any other persons other than Magellan, for services provided pursuant to this Agreement. Provider shall not require or permit any copayment or cost sharing by any Iowa Plan Client for any of the services covered under the terms of this Agreement. Provider agrees to accept the rates set forth on the applicable Exhibit to this Agreement as payment in full for services provided under this Agreement. Provider shall not charge Iowa Plan Clients for services when payment is denied by Magellan or Payor as a result of Provider’s failure to adhere to the requirements of this Agreement and the Managed Care Agreement. This provision shall not prohibit collection of any sliding fee scale payments due from an Iowa Plan Client in accordance with Magellan Policies and Procedures. Provider further agrees that: (1) 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 Iowa Plan Client; and that (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Iowa Plan Client, or persons acting on their behalf, and that (3) 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 of Iowa, if required.”
10. The first sentence in Section 6.2 is deleted in its entirety and in lieu and in place thereof, the following shall be inserted:

“Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, marital status, age, race, sexual orientation, creed, color, religion, Vietnam era veteran status, health status, disability, national origin, political affiliation or otherwise, including by reason of the fact that the individual is an Iowa Plan Client.”

11. The following shall be added to the Agreement as Section 6.4:

“Section 6.4 Provider Representations and Warranties. Provider represents and warrants that:

a) Provider is not debarred, suspended, or otherwise excluded under the HHS/OIG List of Excluded Individuals (“LEIE List”) [http://exclusions.oig.hhs.gov/] or the General Service Administration’s Excluded Parties List System (“EPLS”) [http://www.epis.gov/] or any applicable State exclusion list where services are rendered or delivered;

b) Provider’s employees and subcontractors (if applicable) to provide services under this Agreement are not debarred, suspended, or otherwise excluded under the LEIE, EPLS or any applicable State exclusion list where the services are rendered or delivered;

c) Provider’s directors, officers, partners or owners with a five percent (5%) or more controlling interest are not debarred, suspended or otherwise excluded under the LEIE, EPLS or applicable State exclusion list where services are rendered or delivered; and

d) Provider is not debarred, and not under consideration to be debarred, by the Food and Drug Administration from working in or providing services to any pharmaceutical or biotechnology company under the Generic Drug Enforcement Act of 1992.

Provider must confirm the identity and determine the exclusion status of contractors, employees and any person with an ownership or control interest or who is an agent or managing employee of the provider through monthly routine checks using the List of Excluded Individuals/Entitles (LEIE) database [http://exclusions.oig.hhs.gov/], the General Services Administration’s Excluded Parties List System (“EPLS”) [http://www.epis.gov/], the Social Security Administration’s Death Master File, the National Plan and Provider Enumeration System (NPPES) and any applicable State exclusion list where services are rendered or delivered and any such other databases as the US Secretary of Health & Human Services may prescribe pursuant to 42 CFR 455.436. Provider shall immediately notify Magellan of any debarment, suspension, or exclusion as described herein. Provider acknowledges and agrees that failure to provide such notice entitles Magellan to immediately terminate the Agreement upon written notice to Provider. Provider acknowledges that employment of or contractual arrangements with persons listed in the LEIE, EPLS or any other federal or state exclusion database/list will subject Provider to recoupment of funds paid to Provider during the period in which the employment or contract was in effect.

In addition to any other remedies available to Magellan at law or equity, Magellan may immediately terminate the Agreement for any debarment, suspension, or exclusion as described hereinabove.”

12. The following shall be added to the Agreement as Section 6.5:

“Section 6.5 Compliance with Disclosure Requirements. Provider shall comply with the following disclosure requirements pursuant to 42 C.F.R. §455.104, 42 C.F.R. §455.105, and 42 C.F.R. §455.106.

Section 6.5.1 Disclosure of Ownership Pursuant to 42 CFR 455.104. During the course of this Agreement, the Provider agrees to notify Magellan of the name, date of birth, social security number and address of any person (individual or corporation) with an ownership or control interest in the Provider or in any subcontractor in which the Provider has direct or indirect ownership of 5 percent or more. For corporate entities that are owners of the Provider, the Provider must also disclose the applicable primary business
address, every business location, and P.O. Box address, and other tax identification number of the corporate owner.

**Section 6.5.1.1.** The Provider must also disclose whether the person (individual or corporation) with an ownership or control interest in the Provider is related to another person with ownership or control interest in the Provider as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider has a 5 percent or more interest is related to another person with ownership or control interest in the Provider entity as a spouse, parent, child, or sibling.

**Section 6.5.1.2.** The Provider must disclose the name of any other disclosing entity in which an owner of the Provider has an ownership or control interest.

**Section 6.5.1.3.** The Provider must disclose the name, address, date of birth, and Social Security Number of any agent and managing employee of the Provider.

**Section 6.5.1.4.** The Provider must provide the disclosures to Magellan during the following times: (i) Upon the Provider submitting the provider application; (ii) Upon the provider or disclosing entity executing the provider agreement; (iii) Within thirty-five (35) calendar days from the date on a request notice from Magellan; (iv) Within ten (10) business days after any change in ownership of the Provider.

**Section 6.5.1.5.** Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.

**Section 6.5.1.6.** During the course of this Agreement, the Provider agrees to notify Magellan of any material and/or substantial change in information contained in the credentialing application given to Magellan by Provider. This notification must be made in writing within ten (10) business days of the event triggering the reporting obligation. Material and/or substantial change includes, but is not limited to, a change in:

1. ownership;
2. managing employees;
3. agents;
4. subcontractors;
5. licensure;
6. federal tax identification number;
7. bankruptcy;
8. additions, deletions, or replacements in group membership; and
9. any change in address or telephone number.

**Section 6.5.1.7** Provider agrees to submit to Magellan, upon request, professional, business, and personal information concerning, Provider, any agents, managing employees or person with an ownership or control interest in the Provider, and any authorized agent of the Provider, in accordance with the disclosure requirements set forth in 42 CFR Chapter IV, part 455, Subpart B. Such submittal shall include:

1. Proof of a valid license, operating certificate, and/or certification, if required.
2. Any prior or current violation, recoupment, fine, suspension, termination, or other administrative action taken relative to medical or behavioral health care benefit programs under (a) federal or state law, policy, or rule; or (b) state Insurance Department policy(ies); or (c) the laws or rules of any other state, Medicare, or any regulatory body.
iii) Full and accurate disclosure of any financial or ownership interest that the Provider, or a person with an ownership interest in the Provider, may hold in any other medical or behavioral health care provider or medical or behavioral health care related entity or any other entity with whom the Provider conducts business or any other entity that is licensed by the state to provide medical or behavioral health care services under any federal or state funded health care program.

Section 6.5.2 Disclosure of Significant Business Transactions Pursuant to 42 CFR 455.105. The Provider agrees to furnish upon request, full and complete information about the ownership of any subcontractor with whom the Provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request.

Section 6.5.2.1. The Provider agrees to furnish upon request, full and complete information about the ownership of any subcontractor with whom the Provider has had business transactions totaling more than $25,000 during the last five (5) year period ending on the date of the request.

Section 6.5.2.2. The Provider agrees to furnish upon request, full and complete information about the ownership of any wholly owned supplier with whom the Provider has had business transactions totaling more than $25,000 during the last five (5) year period ending on the date of the request.

Section 6.5.2.3. The Provider agrees to furnish upon request, full and complete information within thirty-five (35) calendar days of the date on a request notice.

Section 6.5.3 Disclosure of Persons Convicted of Crimes & Exclusions Pursuant to 42 CFR 455.106. The Provider agrees to furnish upon request, full and complete information about the identity of any person who has ownership or control interest in the provider, or is an agent or managing employee of the Provider; and has been convicted of a criminal offense related to that person’s involvement in any program, under Medicare, Medicaid, or the Titles XX and XXI services program since the inception of those programs.”

13. The following shall be added to the Agreement as Section 6.6:

“Section 6.6. Consent to Background Check. Provider agrees to consent to criminal background checks including fingerprinting when required to do so under state law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider by the applicable State Agency pursuant to 42 CFR 455.434.”

14. The following shall be added to Section 12 of the agreement:

“Section 12.15 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, 42 CFR 438.608, 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.”

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

[Signature Page to Follow]
IN WITNESS WHEREOF, the parties hereto have executed this Medicaid Addendum to the Agreement.

MAGELLAN BEHAVIORAL HEALTH, INC.: PROVIDER:

By: ________________________________ By: ________________________________
   (Signature)                      (Signature)
Print Name: Authorized Signature Print Name: ________________________________
Print Title: Authorized Signature Title Print Title: ________________________________
Date: ______________________________ Date: ________________________________
Medicaid #: _________________________