

Value Behavioral Health of Pennsylvania, Inc.
HealthChoices Medicaid Addendum

The following modifications shall be incorporated into the Facility Agreement (the "Agreement") by and between the Provider listed on the execution page ("Provider") and Value Behavioral Health of Pennsylvania, Inc. ("VBH") enabling Provider to render Covered Services to Members covered under the Commonwealth of Pennsylvania's HealthChoices Behavioral Health Program (hereinafter referred to as "the Program");

WHEREAS, Provider and *ValueOptions* entered into an Agreement regarding the provision of MH/SA Services to Members; and

WHEREAS, the Commonwealth of Pennsylvania (the "Commonwealth"), acting through its Department of Public Welfare ("DPW") has received a waiver from the Centers for Medicare and Medicaid Services ("CMS") to implement a mandatory managed care program which provides Medical Assistance recipients with behavioral health services in the Commonwealth;

WHEREAS, DPW has entered into agreements with the counties of Armstrong, Beaver, Butler, Cambria, Crawford, Erie, Fayette, Greene, Indiana, Lawrence, Mercer, Venango, Washington and Westmoreland (collectively referred to as the Counties") relating to the provision of Program services (the "DPW-County Contracts")

WHEREAS, the Counties have entered into agreements, both individual and collaborative, with VBH (the "County Contracts") under which VBH will administer the provision of MH/SA services to Members covered under the Program.

WHEREAS, the Counties, in their agreements with VBH, require that VBH amend its provider Agreements to address regulatory and procedural requirements imposed by the Commonwealth and DPW under the Program; and

WHEREAS, Provider and VBH now desire to amend the Agreement as hereinafter set forth in order to allow Provider to participate in VBH's provider network for the Program;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, it is agreed as follows:

1. The provisions specified in this Addendum shall only apply to care provided to Members entitled to care pursuant to the County Contracts. Provider understands that the Agreement and this Addendum are subject to the terms and conditions of such County Contracts.
2. For the purposes of the Program, "Member" ("Enrollee") shall mean an individual who (i) resides in one of the Counties; (ii) is eligible for Medical Assistance benefits; and (iii) who has been enrolled by DPW in the Program.
3. For the purposes of the Program, "Covered Services" shall mean those mental health and/or substance abuse services that Members are entitled to receive pursuant to the County Contracts.
4. Provider agrees to provide Members with Covered Services in compliance with and subject to (i) this Addendum; (ii) all of the procedures, terms and conditions set forth in VBH's Pennsylvania Health Choices Southwest Behavioral Health Program Provider Manual (hereinafter referred to as "HealthChoices Provider Manual"), which include, but are not limited to, claims submission and payment, quality assurance, utilization management, and the resolution of provider complaints and appeals; (iii) the Agreement; and (iv) the provisions of the County Contracts applicable to Provider, which are hereby incorporated by reference as if specifically set forth herein. In the event that the provisions of this Addendum are inconsistent with the provisions in the County Contracts, the provisions of the County Contracts shall govern.
5. Provider shall (i) perform services in accordance with the standard of care to which each Provider is held at law and adhere to all applicable mental health and drug and alcohol program regulations and policy directives unless a waiver is granted by the Commonwealth; (ii) comply with all applicable federal and state certification and licensing laws and regulations and all laws regarding confidentiality of medical records; (iii) comply with applicable requirements of the

CMS Waiver; (iv) comply with applicable provisions of the County-DPW Agreement(s); and (v) comply with Quality Assurance guidelines and requirements imposed by DPW, the County and VBH. In addition, Providers who are physicians shall comply with the Final Rule regarding Physician Incentive Arrangements which was issued by CMS on March 27, 1996 (61 Fed. Reg. 13430) (3/27/96), as amended from time to time.

6. Provider acknowledges and agrees to adhere to VBH credentialing and recredentialing policies and procedures which adhere to the credentialing requirements under the PA Department of Health Regulations, Chapter 9, Managed Care Regulations, Subchapter G, Section 9.761 and 9.762.

7. Provider acknowledges that he/she/it is enrolled in the Pennsylvania Medical Assistance Program; Provider understands that such enrollment is a required element of Provider certification for participating in the delivery of in-plan services under the Program. In addition, Provider shall promptly notify VBH of Provider's suspension or termination from participation in any Medicaid or the Medicare Program.

8. Provider agrees to comply with all applicable rules and regulations promulgated under such laws including, but not limited to applicable provisions of 42 U.S.C., Subsection 1396 *et seq*; the Act of June 13, 1967, P.L. 31, No. 21, as amended (62 P.S., Subsection 101 *et seq*); Parts 431 through 481 of Title 42 and Parts 74 (Appendix G), 80, and 84 of Title 45 of the Code of Federal Regulations, and the Departments of Health and Public Welfare Regulations. Provider also agrees to comply with the requirements of the CMS waiver.

9. Provider agrees to comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975; Title II of the Americans with Disabilities Act; and the Pennsylvania Human Relations Act of 1955, as amended. Provider also agrees to comply with: (i) the Commonwealth's Contract Compliance Regulations which are set forth at 16 Pa. Code 49.101, and on file with VBH; and (ii) all applicable laws, regulations, and policies of the Pennsylvania Department of Health and the Pennsylvania Insurance Department.

10. Provider shall encourage its Providers to attend interagency team meetings, either in person or by telephone, for priority populations and special populations established by offices or agencies of the County. Provider shall make best efforts to participate in training set forth in the Provider Manual.

11. As more fully stated in the Agreement, Provider agrees to file claims for Covered Services in the form and manner required by VBH as specified in the HealthChoices Provider Manual (herein referred to as a "Clean Claim") such that they are received within ninety (90) days of the rendering of such services. Payor shall make timely payments to Provider on all Clean Claims submitted, subject to delays in payment to Payor from DPW. Facility understands that Payors shall not be responsible for payment of claims for Covered Services not received as Clean Claims within ninety (90) days of the rendering of such services.

12. Provider shall not collect any Copayment from Members. Provider understands and agrees that Provider's sole remedy for payment, and sole recourse as to all other matters, shall be against VBH and that Provider shall have no recourse against DPW or County for same. (Moved from the end of # 10.)

13. Provider will make all records relating to services rendered to Members under the Program, including but not limited to, financial, operational and clinical records, available during normal business hours upon reasonable notice and at no charge to the requesting party, for audit, review or evaluation by VBH, DPW, the Department of Health and Human Services, CMS, the Comptroller General or any of their duly authorized representatives (collectively referred to as the "Parties"). Such records will be made available on site, at VBH's chosen location, subject to DPW's approval, during normal business hours, or through the mail. Access by the Parties is in addition to those provisions contained in the Agreement, and is subject to all applicable State and federal confidentiality laws.

14. Provider agrees to cooperate with VBH's quality assurance and utilization management programs for the Program, including furnishing encounter data used for monitoring utilization and quality of care. This also includes necessary documentation to comply with federal regulations with DPW's independent external quality review organization. Provider also agrees submit the required Member demographic, financial and clinical information to VBH in the form, manner and timeframes established in the HealthChoices Provider Handbook.

15. Provider must maintain all records relating to this Agreement and this Addendum for a period of five (5) years after the date on which services were rendered, except records relating to matters in litigation must be retained for five (5) years following the termination or resolution of such litigation.

16. Provider shall (i) communicate with a Member's primary care physician (PCP), as appropriate, so that the PCP is informed of any Covered Services rendered; and (ii) notify Member's PCP whenever a Member under Provider's care is prescribed psychotropic medications or psychotropic medications are changed. Provider must, however, obtain a release of information from the Member or his/her family or legal guardian prior to the sharing of information with Member's PCP.

17. As more fully stated in the Agreement, Provider agrees that, in no event, including non-payment by VBH, shall Provider bill, charge, collect a deposit from, or have any recourse against a Member, any person acting on his/her/their behalf, DPW, the Commonwealth or a political subdivision thereof or the officers, agents or employees of the foregoing, for any amounts owed or allegedly owed to Provider by VBH.

18. The Parties hereto agree that nothing in the Agreement or this Addendum shall create any contractual relationship between Provider and the Parties and any governmental agency or authority other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of the Agreement, this Addendum and the County Contracts. Provider will not be considered and will not hold himself/herself/itself out as an employee, subcontractor, servant, agent or representative of DPW, the Commonwealth or any other governmental agency or authority. Providers and their respective Providers, Provider's employees, servants, agents or representatives, do not make any claim or demand for any right or privilege applicable or available to an officer or employee of the County or DPW. Providers maintain during the term of this Agreement, malpractice, workers' compensation and unemployment compensation insurance in such amounts as may be required by law or as shall be otherwise required from time to time by the County or DPW.

19. Provider agrees to indemnify, defend and hold harmless VBH, DPW, the Commonwealth and their officers, employees and agents from any and all liability, loss, claim, damage or expense, including defense costs and legal fees, incurred in connection with claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage arising from Provider's delivery of health care services or its performance or failure to perform its obligations hereunder or both, including any failure of Provider to provide Medically Necessary Covered Services and Provider's negligent or intentional conduct in providing Covered Services.

20. VBH agrees to indemnify, defend and hold harmless Provider and their officers, employees and agents from any and all liability, loss, claim, damage or expense, including defense costs and legal fees, incurred in connection with claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from VBH's negligent performance or failure to perform its obligations hereunder or both

21. In addition to the provisions set forth in the Agreement, this Addendum may be terminated immediately upon written notice in the event of: (i) termination of a County Contract; (ii) termination of the County-DPW Agreement; (ii) Provider's disqualification or termination from the Pennsylvania Medical Assistance program or any other government-sponsored health program; or (iii) any termination of the Agreement.

22. If Provider is an inpatient facility, Provider shall explain the Pennsylvania law on advance directives for health care to all inpatients upon admission, to the extent feasible. The information must be provided in written form and must be updated within ninety (90) days after any change in Pennsylvania law pertaining to advance directives for health care.

23. Provider shall provide information on all available treatment options and assure that it is presented in a manner appropriate to the Member's condition and ability to understand, taking into account the Member's cultural background and English language proficiency.

24. Provider acknowledges and agrees that each Member has the right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.

25. Provider acknowledges and agrees that Member may, in accordance with requirements of the Health Insurance Portability and Accountability Act ("HIPAA"), request his or her medical records and request that they be amended or corrected in accordance with HIPAA.

26. Provider acknowledges and agrees that each Member is free to exercise his or her rights and that the exercise of those rights does not affect the way the Provider shall treat the Member.

27. Provider acknowledges and agrees that each Member is guaranteed the right to be treated with respect and with due consideration for his or her dignity and privacy.

28. If Provider objects to providing treatment relating to a particular situation or condition on moral or religious grounds, it shall provide such information to VBH for purposes of notifying the Department in accordance with requirements of Federal law.

29. Provider shall notify VBH in the event that it is not accepting new Medicaid patients.

30. Providers that are declined for inclusion in the network must be given written notice of the reason for the decision.

31. Provider acknowledges and agrees that each Member has the right to request a second opinion from a qualified healthcare professional within VBH's network. If no qualified professional exists within VBH's network, VBH shall arrange for coverage of an out-of-network provider.

32. Provider shall offer hours of operation that are comparable to hours of operation offered to its non-Medicaid patients or, if Provider only provides services to Medicaid fee-for-service patients, comparable to its Medicaid fee-for-service hours of operation.

33. Provider acknowledges, and VBH agrees, that its credentialing and recredentialing process shall not discriminate against providers that serve high risk populations or specialize in conditions that require costly treatment.

34. Provider acknowledges and agrees that it may not remain contracted to VBH in the event that it or any of its owners or subcontracted providers are excluded from participation in the Federal Health Care Programs under either Section 1128 or Section 1128A of the Social Security Act, and Provider shall immediately notify VBH of such an occurrence.

35. In those instances where VBH is responsible for emergency room visits, VBH may not refuse to cover the services for an emergency medical condition based on the emergency room provider, hospital or fiscal agent not notifying VBH of the Member's screening and treatment within ten (10) calendar days of presentation for services for an emergency medical condition. Notwithstanding the foregoing, once a Member has been stabilized, Provider shall be responsible for obtaining necessary preauthorization provided for in the Provider Handbook for continued treatment of a Member.

36. The parties hereto agree that VBH may not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of the diagnosis, type of illness, or condition.

37. In the event of conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall govern. All other provisions of the Agreement not modified by this Addendum shall remain in full force and effect.

(Name of Provider) (Please print clearly)

Signature: _____

Title: _____

Date: _____

Value Behavioral Health of Pennsylvania, Inc.

Signature: _____

Name: _____

Title: _____

Effective Date: _____

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