ADDENDUM TO CARVE-OUT MENTAL HEALTH AND SUBSTANCE ABUSE AGREEMENT

The term of the above-noted Agreement is hereby extended for two additional years to September 30, 2007 at the same per employee per month rate:

$5.30 pepm

The following program enhancements/services shall be added to the above-noted Agreement on October 1, 2004 at no additional cost.

Increase outpatient visit maximum by 2 visits to 32 visits per contract year.
Reduce outpatient required copayment from $20.00 to $10.00 per visit.
Increase inpatient days to 31 days.
Reduce inpatient copayment from $200.00 to $100.00 per admission.
Increase EAP from 5 visits to 6 visits per contract year.
Increase the allotted training/workshop hours from 1 per class to 2 per class.
Increase the Critical Incident Stress Debriefing hours from 1 to 2 per incident.
Reduce fee for requested extra-contractual services by 5%.
Add legal/financial advisory services (see attached description).

The parties below have executed this Addendum on the day and year noted.

See attached.
Authorized signature
Lake County BOCC

President
UniPsych Benefits

Witness

Denise Scott
Witness

Date

8-11-04
Date

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Debbie Stivender

Debbie Stivender, Chairman

This 28th day of Sept., 2004.

ATTEST:

James C. Watkins, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Sanford Minkoff
County Attorney

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CARVE-OUT MENTAL HEALTH AND SUBSTANCE ABUSE AGREEMENT

This Agreement, entered into this 18th day of April, 2000 by and between LAKE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "LBC") and UNIPSYCH BENEFITS OF FLORIDA, INC., a Florida corporation which contracts with duly licensed providers of psychological and psychiatric services, other mental health professionals and inpatient facilities in the State of Florida, for the provision of mental health care and substance abuse treatment, (hereinafter referred to as "UPB"):

WITNESSETH:

WHEREAS, LCB desires to provide for the examination and treatment of mental, nervous and substance abuse conditions to its employees and their authorized, lawful dependents (hereinafter referred to as "Eligible Employees and Dependents"); and

WHEREAS, UPB is a Florida corporation which contracts with duly registered providers of psychological and psychiatric services, other mental health professionals and inpatient facilities in the State of Florida; and

WHEREAS, UPB is willing and able to provide examination and treatment for mental, nervous and substance abuse conditions to those Eligible Employees and Dependents for whom LCB desires to provide such services; and

WHEREAS, LCB and UPB wish to enter into an Agreement relating to the provision of such mental, nervous and substance abuse examination and treatment to said Eligible Employees and Dependents by UPB;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto covenant and agree as follows.

1. SERVICES TO BE PROVIDED

UPB agrees to provide those services necessary for the treatment of mental, nervous and substance abuse conditions as they are set forth in the "Summary Plan Description" attached hereto as "EXHIBIT A". LCB acknowledges that the services being provided hereunder are limited in nature and that there might be treatment necessary for mental, nervous and substance abuse conditions for Eligible Employees and Dependents covered hereby which will not be provided pursuant to this Agreement and the Exhibit hereto. In the event that LCB wishes to have UPB provide any additional services for Eligible Employees and Dependents, which are not covered under the terms of this Agreement, then LCB agrees to pay UPB additionally for those services at the rate of 80% of UPB's usual and customary charges.

2. PAYMENT FOR SERVICES

UPB shall be compensated by LCB according to the fee schedule attached hereto. UPB agrees to look solely to LCB for payment for such services rendered during the term of this Agreement and shall not seek to collect any sums from Eligible Employees and Dependents, notwithstanding LCB's failure to pay sums due under this Agreement for any reason provided, however, that UPB may charge and collect copayments (a fixed dollar amount to be paid by Eligible Employees and Dependents receiving treatment in addition to any payments received from LCB) from Eligible Employees and Dependents as set forth in "EXHIBIT A" hereto.

3. INDEMNIFICATION

a) Indemnification of LCB: UPB agrees to indemnify and hold harmless LCB, its agents, employees and other authorized representatives against any and all claims, causes of action, suits or demands including but not limited to legal fees and costs incurred in defending any such action which might arise out of the furnishing of or the failure to furnish the services contemplated hereunder.

b) Indemnification of UPB: LCB agrees to indemnify and hold harmless UPB, its agents, employees and other authorized representatives against any and all claims, causes of action, suits or demands including but not limited to legal fees and costs incurred in defending any such action which might arise out of any negligence, misrepresentation or breach of contract concerning LCB's performance under or relating to this Agreement.

4. NON-INTERFERENCE OF LCB

LCB and UPB agree that UPB is an independent contractor hereunder and that LCB has no right or obligation of control over the activities of UPB.

LCB agrees that it shall not interfere nor attempt to interfere with UPB's professional judgment as to the treatment to be afforded to any Eligible Employees and Dependents receiving services hereunder.

5. REFERRALS

LCB acknowledges that UPB might be required to refer Eligible Employees and Dependents for medical treatment not provided hereunder and agrees that UPB shall not be liable for paying for such services unless such services are listed on the "Summary Plan Description", "EXHIBIT A" hereto.

6. TERM OF AGREEMENT

The initial term of this Agreement shall be for three (3) years and this Agreement shall run from the commencement date as set forth in Paragraph Eleven (11) herein. Said Agreement shall automatically renew for another period of three (3) years. However, either party hereto may cancel this Agreement by written notice to the other, delivered at least ninety (90) days prior to the expiration of the term, providing that, in the event of a termination of this Agreement, UPB shall continue to treat those Eligible Employees and Dependents who are undergoing treatment, at the time of termination, until satisfactory arrangements are made between LCB and Eligible Employees and Dependents undergoing treatment, for the continuation of care by a similar provider and UPB has been notified by such similar provider, in writing, that it has undertaken the responsibility to render such services to Eligible Employees and Dependents undergoing treatment in question.

7. DEFINITIONS

a) An Eligible Employee or Dependent: Is any person who has been authorized by LCB to receive services hereunder and whose authorization to receive services has been communicated to UPB by LCB in the manner required by this Agreement and all Exhibit hereto, together with such person's name, address and such other identifying factors as are required by UPB for proper records keeping.

b) Mental, Nervous and Substance Abuse Condition: Means an illness, disorder or condition listed in the American Psychiatric Association's Diagnostic and Statistical Manual (DSM), as it might be revised from time to time, not including V-Codes.

c) Services Necessary for Treatment of Mental, Nervous and Substance Abuse Condition: Means those services which are appropriate for the treatment of a mental, nervous or substance abuse condition and within the standards of practice recognized by the local psychiatric and/or psychological communities.

d) Similar Provider: Means a person, professional association or other entity, licensed to render psychological and/or psychiatric services under the laws of the State of Florida and duly registered and authorized to provide those services set forth in the "Summary Plan Description"

e) Undergoing Treatment: Means that Eligible Employees and Dependents have been treated for a mental, nervous and/or substance abuse condition by UPB and has not yet been released from such treatment by UPB.

8. ENROLLMENT

a) Determination and Notice of Eligibility: During the term of this Agreement, LCB shall be solely responsible for determining whether an individual is eligible to receive services hereunder, to communicate such eligibility to UPB, along with such identifying factors as are required by UPB for proper records keeping and LCB shall be solely responsible to communicate, to ail Eligible Employees and Dependents, the services provided hereunder as well as all restrictions and limitations applicable thereto.

b) Roll of Eligible Employees and Dependents: LCB agrees to provide UPB with a list of those employees and eligible dependents entitled to receive care hereunder, to update said list monthly and to continuously supplement said list of Eligible Employees and Dependents as is necessary due to the termination or inception

of memberships or otherwise. LCB further agrees to reimburse UPB, at 80% of UPB's usual and customary rate for such services, for any and all services provided under this Agreement to a person who is not an Eligible Employee or Dependent, when such services are provided due to erroneous, incomplete or delayed communication of the roll of Eligible Employees and Dependents by LCB to UPB.

9. MISCELLANEOUS PROVISIONS

a) Amendment: This Agreement may be amended only by written instrument signed by both LCB and UPB.

b) Entire Agreement: This Agreement, attached Exhibit and any documents incorporated by reference herein constitute the entire Agreement between the parties and supersedes any prior Agreement, representations, warranties or promises between the parties that are not set forth herein or otherwise incorporated into this Agreement by express reference.

c) Applicable Law: This Agreement and the covenants set forth herein, as well as any Exhibit hereto, are to be construed in accordance with the Statutory, Regulatory and Common Laws of the State of Florida as well as any applicable Federal Laws and Regulations.

d) Self Funding: LCB represents to UPB that Mental Health/Substance Abuse benefits it is providing to its Eligible Employees and Dependents pursuant to this Agreement are being provided on a self-funded basis.

e) Non-Assignability: Neither party may assign either the obligations or the benefits hereof without the written consent of the other party hereto.

f) Captions: Captions appearing in this Agreement are inserted only as a

matter of convenience and, in no way, define or describe the provisions of this Agreement nor do they affect the construction hereof.

g) Partial Invalidity: In the event any provision of this Agreement shall be found to be invalid or unenforceable by any Court of competent jurisdiction, such invalid or unenforceable provision shall be severed from this Agreement and shall not affect the remaining provisions of this Agreement.

h) Pronouns: All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity or the number of the person or persons, entity or entities might require.

i) Venue: Any and all actions arising out of this Agreement or the transactions contemplated hereby shall lie in the Courts of the State of Florida situated in Broward County, Florida.

j) Successor Parties: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

k) Representations: No representations, negotiations, understandings or communications between the parties shall be binding thereon, unless expressly set forth in this Agreement.

10. **NOTICES**

a) **Notices to UPB: All notices to UPB hereunder shall be hand delivered or sent by certified mail, return receipt requested, to:**

Denise M. Scott
Vice President, Administration
UniPsych Benefits of Florida, Inc.
7777 Davie Road Extension, Suite 100
Hollywood, FL 33024

b) **Notices to: All notices to LCB hereunder shall be hand delivered or sent by certified mail, return receipt requested, to the following address:**

County Manager, Lake County

P O Box 7800 (315 West Main Street)

Tavares, FL 32778-7800

11. **COMMENCEMENT DATE**

The commencement date of this Agreement shall be the 1st day of October, 1999.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Welton G. Cadwell

Its: Chairman **DATE:** 4/25/00

ATTEST:

James C. Watkins, Clerk of the Board of County Commissioners

UNIPSYCH BENEFITS OF FLORIDA, INC.

BY: Denise Scott

Its: **Vice President, Administration**

Approved as to form & legality:

Sanford A. Minkoff
County Attorney

EXHIBIT A

SUMMARY PLAN DESCRIPTION

This is the Summary Plan Description which outlines those mental health and substance abuse services which are being rendered pursuant to an Agreement entered into between LAKE COUNTY BOARD OF COUNTY COMMSSIONERS (hereinafter referred to as "LCB") and UNIPSYCH BENEFITS OF FLORIDA, INC., (hereinafter referred to as "UPB").

A. MENTAL HEALTH AND/OR SUBSTANCE ABUSE BENEFITS:

This Agreement provides for both office visits and inpatient care for mental health and/or substance abuse disorders. Covered services must be provided or authorized by UPB. UPB shall have sole discretion as to determining the necessity for treatment as well as the type and duration of treatment to be afforded and the selection of the facility or program through which treatment is to be rendered.

Outpatient therapy is covered at Network Rates up to a maximum of 30 visits per contract year with a copayment to be made by Eligible Employees and Dependents, at the time of each service, in the amount of $20.00

Inpatient care and the associated services of physicians and other health professionals are covered at Network rates up to a limit of 30 days per contract year with a $200.00 copayment made by Eligible Employees and Dependents, at the time of each admission.

The maximum limitations of available services are included in the Health Plan lifetime dollar maximum for Mental Disorders and the maximum limitation of available services for Substance Abuse Disorders is a lifetime maximum of $25,000.00.

B. MIXED SERVICES

UPB is responsible only for those services and supplies associated with the treatment of mental, nervous or substance abuse conditions. UPB shall not be responsible for the cost of any medical or surgical services that are provided concurrently or in conjunction with the treatment of mental, nervous or substance abuse conditions pursuant to this Agreement, whether or not UPB makes referrals or recommendations for such medical or surgical services. These include but are not limited to all services and supplies relating to neurological conditions and all ancillary services and supplies relating to medical conditions.

All determinations as to whether services rendered are primarily for mental, nervous or substance abuse conditions or, in the alternative, for medical conditions, shall be determined as set forth under Section J herein.

C) SERVICE AREA

The Service Area covered under this Agreement is Florida and the services covered under this Agreement are available to Eligible Employees and Dependents in this Service Area. In order to obtain mental health and/or substance abuse services outside of the Service Area, Eligible Employees and Dependents shall be required to obtain such services with prior authorization of UPB. UPB is available 24 hours per day through its national toll-free number, I-800-BRADMAN or 1-800-272-3626. UPB shall not be responsible for any cost of transportation related to the transfer of Eligible Employees and Dependents to facilities authorized by UPB.

D. EMERGENCY ADMISSIONS

In the event Eligible Employees and Dependents require emergency mental health and/or substance abuse treatment and/or admissions, UPB shall be responsible

for the cost thereof only in the event that:

1. UPB is notified within 24 hours of the inception thereof;

2. UPB specifically authorizes the admission/treatment;

3. the admission/treatment is for the purposes of acute crisis intervention and stabilization only. The maximum out-of-area coverage allowable for each emergency episode will be up to $1,500.00.

E. MEDICAL NECESSITY

A determination of the medical or clinical necessity for the provision of mental health and/or substance abuse services and/or psychotropic drugs to Eligible Employees and Dependents under this Agreement shall be in the sole discretion of UPB authorized therapists, psychiatrists and facilities.

F. INFORMATION AND REPORTS

UPB agrees to make available to LCB, statistical information compiled and retained by UPB, which LCB reasonably requests for reporting purposes. Detailed utilization reports shall be provided to LCB on a regular basis.

G. LIMITATION ON BILLING ELIGIBLE EMPLOYEES & DEPENDENTS

UPB agrees that, in no event, including but not limited to non-payment by LCB for any reason including but not limited to insolvency of LCB or breach of this Agreement by LCB, shall UPB bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against Eligible Employees and Dependents or person other than LCB acting on Eligible Employees and Dependents' behalf for covered services provided pursuant to this Agreement. This provision shall not prohibit collection of copayments made in accordance with the terms of the Agreement. This provision shall not prohibit

collection for non-covered services or from third parties when such parties are primarily responsible for paying for covered services.

UPB shall aggressively and fully pursue and process any coordination of benefit or subrogation claims which relate to services provided by UPB. UPB shall be entitled to any amounts collected by UPB, through coordination of benefits or subrogation, related to mental health and substance abuse services.

UPB 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 Eligible Employees and Dependents and that

(2) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between UPB and Eligible Employees and Dependents or persons acting on Eligible Employees and Dependents' behalf.

H. GRIEVANCE SYSTEM/LITIGATION UPB shall cooperate with LCB in resolving any grievances by Eligible Employees and Dependents and shall comply with the grievance system established. UPB shall comply with the decision reached through the grievance system established as to coverage and responsibility for payment of covered services rendered to Eligible Employees and Dependents. A representative of UPB shall be present and participate in all proceedings involving grievances regarding the provision of services covered by this Agreement.

I. EXCLUSIONS

All medically or clinically necessary Mental Health and Substance Abuse Services and conditions as defined in this Agreement, shall be covered for the period of evaluation, initial stabilization, case management and referral. The following

specific conditions or services are excluded under this Agreement beyond the period necessary for evaluation, initial stabilization, case management, and referral:

1. Treatments rendered or conditions covered under the auspices or funding of any governmental program.
2. A formal psychiatric disability which is covered under Disability Benefits;
3. A chronic condition requiring custodial, assisted living, long-term residential or institutional care.
4. A neurological condition or treatment or a permanent organic brain syndrome.
5. Relationship, family, marriage, or divorce counseling when such services extend beyond the period necessary for crisis intervention and short-term evaluation.
6. Psychiatric or Psychological examinations, testing or treatments for any of the following:
   a. Services sought for the purposes of obtaining or maintaining employment or insurance coverage.
   b. Services sought in connection with, or in regard to, Judicial or Administrative proceedings;
   c. Services sought pursuant to a Court Order or as a condition of parole or probation;
   d. Treatment of a sex offender;
7. Sex therapy will only be covered when it is an adjunct to therapy for other mental health conditions, for which benefits are afforded under this Agreement;

8. Inpatient services for detoxification more than two times in any one calendar year for the removal of toxic substances from the system;

9. Educational or Vocational counseling or testing, remedial education, learning disabilities, speech therapy, behavioral training, hearing therapy;

10. Attention Deficit Hyperactivity Disorder and therapy when services are provided by a non-psychiatric physician;

11. Diet counseling, weight reduction therapy, or nutritional counseling. Treatment for smoking cessation;

12. Psychotherapy or other mental health intervention for pain or other medical conditions when such services are covered under the Medical/Surgical portion of the Health Plan.

Services shall be rendered only by UPB authorized providers. The treatment provided shall include reasonable follow-up consistent with the total benefit.

J. MEDICAL vs. MENTAL HEALTH DETERMINATIONS

I. HOSPITALIZATION

The intent of this Section is to establish guidelines to help avoid payment disputes. UPB shall only be financially responsible for the hospital room and board charges in the event that the primary treatment for which the patient has been hospitalized is mental health and/or substance abuse and the primary treatment is being provided by a psychiatrist. Individual physician charges and charges for tests that the physician orders or causes to be ordered shall only be the responsibility of UPB when the physician is a UPB-approved psychiatrist.

The following guidelines shall be used in utilization review and in processing claims when the services rendered include a combination of mental health and medical care:

1) When a patient is admitted with a primary medical diagnosis and a mental health consultation is requested, UPB shall be financially responsible only for the consultation;

2) When a patient is admitted for the treatment of a medical problem and there is a concomitant psychiatric problem, UPB shall not be responsible for the medical care rendered. In the event the patient is medically cleared subsequent to admission and then transferred to a Psych Unit, UPB shall be financially responsible for only that part of the admission occurring after the transfer to the Psych Unit. For example, if a patient ingests a toxic substance in a suicide attempt and requires medical care in an ICU, UPB shall not be responsible for the patient's care until the patient is medically cleared and transferred to a Psych Unit. In the event medical care continues following transfer to a Psych Unit, UPB shall not be financially responsible for such medical treatment including but not limited to tests ordered by a non-psychiatrist physician;

3) UPB shall be financially responsible only for that portion of the claim incurred due to the mental health diagnosis. For example, if a patient is being treated for alcoholism with a secondary diagnosis of hepatitis, the care rendered for the hepatitis by a medical consultant, including ancillary charges, shall not be the responsibility of UPB; the care

rendered by a mental health professional, including ancillary charges, shall be the responsibility of UPB. Financial responsibility for the hospital room and board will be determined by where the patient is housed and who the primary care giver is (i.e. if the patient is admitted to a Psych Unit under the care of a psychiatrist, UPB shall be responsible; if the patient is admitted to a medical unit under the care of a non-psychiatrist physician, UPB shall not be responsible); When inpatient detoxification requires treatment on a medical unit by a non-psychiatrist physician, it shall be considered a medical expense and shall not be the clinical or financial responsibility of UPB; 5) If a patient is admitted for a medical complaint but the medical evaluation does not lead to a medical diagnosis and a psychiatric diagnosis is then assigned to the case, the care rendered, other than for psychiatric consultations, shall not be the responsibility of UPB. When the patient is transferred to a Psych Unit and the primary care giver is a psychiatrist, UPB shall be financially responsible. For example, if a patient is admitted for evaluation of pain of unknown etiology but no organic etiology is identified and the patient is then given a diagnosis of psychogenic pain, the care rendered, other than for the psychiatric consultation, shall not be the responsibility of UPB. If and when the patient has been transferred to a Psych Unit, the care shall become the responsibility of UPB;

6) When a patient is admitted for a medical or a neurological problem but is placed on a Psych Unit because the patient has a concomitant

psychiatric diagnosis and is a management problem, UPB shall not be financially responsible. The operative criterion for determining claims-paying responsibility shall be which diagnosis is the condition which required the inpatient treatment which could only be provided in a hospital setting. For example, in the case where a patient with Alzheimer's Disease or mental retardation is housed on a Psych Unit for management purposes but the primary care giver is a neurologist, UPB shall not be financially responsible. Another example would be a patient with diabetes mellitus who is also a stable chronic schizophrenic, If a patient is admitted because his diabetes is out of control but is placed on a Psych Unit, UPB shall not be financially responsible since the chronic schizophrenia would not have required hospitalization;

7) When the above guidelines are insufficient, the following additional general principles shall be used to determine claims-paying responsibility:

a) What is the primary cause for hospitalization?

Which condition could only be treated in a hospital setting?

b) What does the cover sheet on the medical record list as the primary diagnosis for the admission?

c) Is the attending physician of record a psychiatrist or a medical consultant?

d) Has the patient been admitted to a Psych Unit or a Med/Surg Unit?

e) Who is the primary care giver?

f) What condition is causing the patient to remain in the hospital and who

is treating this problem?

II. EMERGENCY ROOM

If Eligible Employees and Dependents are referred to or self-refer to an Emergency Room, the cost of the emergency room evaluation shall not be the responsibility of UPB. If a psychiatric consultation is requested, UPB shall pay for the cost of the psychiatric assessment and/or treatment. UPB shall not be responsible for the cost of ambulance transfers.

III. BIOFEEDBACK

UPB shall not be responsible for the cost of Biofeedback unless same is utilized by a UPB therapist as an adjunctive modality in the course of treatment when specifically treating a DSM diagnosis (for example, in the treatment of selected patients with anxiety, panic or phobic disorders).

K. PREEXISTING CONDITIONS: Benefits are not provided for symptomatology related to any mental health or substance abuse (DSM diagnosis) condition for which Eligible Employees and Dependents have received treatment within three months prior to the inception of Eligible Employees and Dependent's coverage under this Agreement. Coverage for such conditions shall be provided under this Agreement only after:

a) Eligible Employees and Dependents have had three consecutive months without any treatment for said condition after such inception; or

b) Eligible Employees and Dependents have been covered under this Agreement for twelve consecutive months.This exclusion of pre-existing conditions shall be waived for all Eligible Employees and Dependents who are on LCB's rolls as of the first effective date of this Agreement.

EXHIBIT A

FEE SCHEDULE

Lake County Board of County Commissioners agrees to pay to UniPsych Benefits of Florida, Inc. as follows:

Per Employee Per Month.....$5.30

Employee Assistance Program- Up to Five Visits ..... . NO CHARGE

Such fee is to be paid to UPB by the 1st day of each month commencing October 1,1999 and shall be paid on a monthly basis thereafter based upon the number of employees of LCB and their respective dependents which are on LCB's membership rolls each month.

Adjustments shall be made for additional Eligible Employees and Dependents and discontinued Eligible Employees and Dependents during each month. If Eligible Employees and Dependents are either added or dropped from the membership rolls between the Ist and 15th of the month, there shall be an appropriate adjustment on the payment provided by in the following month. If the adjustment on the membership rolls takes place on the 16th of the month or thereafter, there shall be no adjustment for that particular month.

The above-noted fee shall be construed as a capitation rate for both inpatient and outpatient services provided in accordance with the "Summary Plan Description" attached hereto. In addition to the above-noted prepaid fee, UPB shall collect from each Eligible Employee and Dependent, the agreed upon co-payments as outlined in the "Summary Plan Description" attached hereto.