

# COLUMBIA COUNTY SCHOOL SYSTEM

## OFFICE OF THE SUPERINTENDENT

# 1

ADMINISTRATIVE COMPLEX • 372 WEST DUVAL STREET  
LAKE CITY, FLORIDA 32055-3990  
(386) 755-8000 • FAX (386) 755-8029  
E-Mail: markham\_g@flrn.edu  
website:www.columbia.k12.fl.us

**GRADY D. MARKHAM**  
SUPERINTENDENT

**L.C. BRADLEY**  
ASSISTANT SUPERINTENDENT  
FOR INSTRUCTION

**MICHAEL F. MILLIKIN**  
ASSISTANT SUPERINTENDENT  
FOR ADMINISTRATION



Touching Tomorrow Through Teamwork Today

### MEMBERS OF THE BOARD

KEITH HUDSON  
GLENN J. HUNTER  
LINARD JOHNSON  
CHARLES H. MAXWELL  
STEVE NELSON

September 18, 2007

Centers for Medicare & Medicaid Services  
Department of Health and Human Services  
Attn: CMS-2287-P, Mail Stop S3-14-22  
7500 Security Boulevard  
Baltimore, MD 21244

To Whom It May Concern:

RE: Medicaid Reimbursement Program

Please accept this letter as written support for the continuation of the Medicaid Reimbursement Program currently available to school districts.

The continued allocation of these funds is absolutely necessary to maintain the level of support our special needs children require and deserve. As you are aware, the last decade has brought a significant increase in the number of disabled children into the schools; particularly children with Autism. Special needs children obviously require more support time from our staff. They also have made it necessary to increase staff such as behavior specialists for interactions and interventions. Lastly, Medicaid reimbursements "free up" local and state dollars so we can reduce class size not only in regular classrooms but directly reduce the size of special education classes as well.

Thank you so much for listening to our important request and our needs as your department considers the pending reauthorization.

Sincerely,

Michael F. Millikin  
Assistant Superintendent  
Columbia County Schools

MFM:sg



#2

September 10, 2007

**Arturo Barrera**  
Superintendent

**Board of Education**

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Orland Area

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Elk Creek Area

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Willows Area

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Student Services

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William Finch Charter School

**Glenn County Office of Education**

311 S. Villa Avenue  
Willows, CA 95988  
530-934-6575  
FAX 530-934-6576

**Glenn County Learning**

**Center - North**

P.O. Box 817  
607 E. Tehama St.  
Orland, CA 95963  
530-865-1683  
FAX 530-865-1688

**Glenn County Learning**

**Center - South**

451 S. Villa Avenue  
Willows, CA 95988  
530-934-6320  
FAX 530-934-6325

**Orland Administration Office**

P.O. Box 817  
676 E. Walker Street  
Orland, CA 95963  
530-865-1267  
FAX 530-865-1276

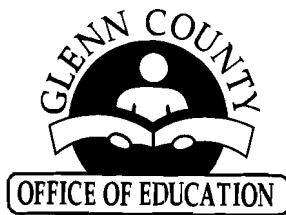
Dear Secretary Leavitt,

My name is Eileen Dolan; I work with the Medi-Cal Administrative Activities (MAA) program in California. I am the lead contact for northern California. I have been in this capacity since August 2003, the same time the MAA program was revamped to its current form to coincide with the CMS guidelines for the program. I oversee 9 counties in northern California with 126 school districts and 9 county offices of education receiving reimbursement through the program. We are a rural region in California encompassing 6% of the population with 20% of the land mass. The MAA program in our region is very active, follows the guidelines rigorously and does not utilize any vendor support. We are self sufficient, serve our schools to the best of our capabilities and have active and involved schools who work for the betterment of the MAA program.

In my pre-MAA life, I was a speech therapist. I started working in the schools in 1977 and ended in 2003 when I agreed to work within the MAA program. Both my tenure as a speech therapist, which spanned 4 decades, and my 5 years with the MAA program have put me in a unique position to maybe educate you on what the face of education looks like today and how the MAA program relates to it. So, here goes...

I have read the proposal from CMS (CMS-2287-P) that would basically eliminate the administrative and transportation services currently being reimbursed. The line that continually threw me off was CMS' belief that **"schools are not necessary for the proper and efficient administration of the state Medicaid plan"**. My wonderment of this statement leads me to believe that the last time CMS or anyone associated with that statement's last experience of schools is when they were educated. Because anyone who has worked in schools over the last 4 decades will tell you that education is not as limiting in its scope of services as it once was.

I remember the time that I was educated – the 1960's. At that time, the schools were filled with students with basically the same background, same language, same learning style and same needs. Schools taught reading, writing and arithmetic and students received grades for their performance. If there was a student that deviated from this system, they were not enrolled in the schools or, if enrolled, dropped out of sight. There were no other services offered to students other than educational.



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Superintendent

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530-865-1267  
FAX 530-865-1276

In the early 1970's, I was in college and remember volunteering on several weekends at one of California's state mental hospitals. There was a wide variety of children there, from the very severe, to those that somehow had no other place to go. I often wondered why many of the children were there and not in school. It was obvious they needed more services than the schools offered at that time – maybe that's why they were placed. Again, the schools were basically and solely in the education business. This was certainly a drain to the private sector.

The 1980's found me in education again, however this time on the other side of things. I was not being educated but providing health services within the educational system as a speech therapist. The mental hospitals were closed down, children needed a place to go and parents wanted their children in school even if they had more needs and required more services than schools were used to providing. The solution, at that time, was to build special schools to house those children. They were within the educational system, although isolated from the regular population, and their education could be received there. However, they also required more services than just education. Parents were unwilling to seek these services in the private sector as they had been and were expecting schools to deliver them. So, a myriad of health services were interwoven into these special schools and the services provided in the private sector was not utilized as much. The shift was starting!

In the 1990's, parents did not want their children isolated from the other children in public education. They demanded that their children be visible and part of the mainstream. The special schools were closed to all but the very severe and classrooms were opened and functioning on mainstream school campuses. The health needs and services were still abundantly needed for these students and so health providers were utilized both in the special schools and on regular school campuses. Although the children were still mostly isolated, the health needs and services of all children were being met within the school system and not in the private sector.

The 2000's have seen probably the biggest change in the education world and the health world coming together. Parents do not want their children isolated even into special classrooms. They feel that their children, however great their needs, deserve the same advantages as those children in the regular school program. Health services are almost exclusively offered and provided to students within the school system. Classroom teachers navigate a



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myriad of services for students – from educational to health. It takes careful coordination, monitoring and managing of a child's whole well being at school. All of the needs of children (both educationally and health related) are assessed, reviewed and met through the school system. To make the statement that "schools are not necessary for the proper and efficient administration of the state Medicaid plan" is being said with blinders on or out of an ignorance of the educational system today. I hope that CMS is not consciously making such a statement without learning the facts. If that were the case, you would be acting in an unprofessional and irresponsible manner.

It is essential to have all the facts before making a decision of this magnitude. **CMS first recognized that "schools are necessary for the proper and efficient administration of the state Medicaid plan" back in the early 1990's**; to turn your back at this juncture would suggest an ulterior motive on the part of CMS. This is not only a huge insult but also an under recognition of how hard and diverse a job educators have in their quest of working on behalf of children today. Education has a hard enough time being recognized for the contributions they make in the life of children, the elimination of this vital program would be a set back that education would not recover from.

I have put together a PowerPoint presentation that would help enlighten you and others on the role of education today and also on the progression of health services being integrated into the school system. It would be my pleasure to be able to present this to you as soon as you could offer me your time. I am hoping that I could be allowed to have someone's time on this manner even if it cannot be yours. I look forward to hearing from you.

In good health,

Eileen Dolan, MA, CCC  
Region 2 MAA Coordinator  
P.O. Box 817  
Orland, CA 95963  
530-865-1267 ext. 3030  
edolan@glenncoe.org



## MODOC COUNTY OFFICE OF EDUCATION

139 HENDERSON STREET  
ALTURAS, CALIFORNIA 96101  
530-233-7101 530-233-5531 (FAX)  
[www.modoccoe.k12.ca.us](http://www.modoccoe.k12.ca.us)

#3

*Promoting the academic,  
social, and vocational  
excellence of all Modoc  
County students.*

### ADMINISTRATION

GARY L. JONES  
SUPERINTENDENT

September 19, 2007

PETER CURREN  
ASSISTANT  
SUPERINTENDENT

Centers for Medicare & Medicaid Services,  
Department of Health and Human Services,  
Attention: CMS-2287-P, CMS-2287-P 3  
Mail Stop S3-14-22  
7500 Security Boulevard  
Baltimore, MD 21244

RANDY WISE  
ASSISTANT  
SUPERINTENDENT

CAROL SILVERIA  
CHIEF BUSINESS  
OFFICIAL

To whom it may concern:

### BOARD OF EDUCATION

**CMS Rule 2287-P should be rejected and school-based Medicaid administrative claiming programs maintained.**

JAMES HARRIS  
PRESIDENT

This rule eliminates the reimbursement under Medicaid for school administration expenditures and costs related to the transportation of students between home and school. However, schools are the primary gateway to Medicaid Assistance for a significant segment of our school children in Modoc County, California.

DIXIE SERVER  
VICE PRESIDENT

JIM HAYS  
MEMBER

MARCELLA HAYNES  
MEMBER

Rule CMS-2287-P is incorrect in its recommendations and CMS should instead continue to support Medicaid administrative claiming in schools. CMS's main arguments are purposefully erroneous or based on incredible ignorance of school systems and the populations we serve.

REBEKAH INGRAHAM  
MEMBER

### SERVICES

HUMAN RESOURCES  
530-233-7103

1. Schools are not strictly educational agencies. Our work with and financial support of Medicaid outreach, eligibility, referral, coordination, and monitoring of health services supports the goals and objectives of state Medicaid agencies. The Modoc County Office of Education, for example, has established Family Resource Centers in communities so that public and private health and welfare agencies can provide care and services to students and their families.

SPECIAL EDUCATION  
530-233-7110

BUSINESS OFFICE  
530-233-7108

MEDIA CENTER  
530-233-7123

2. Employees of the state Medicaid School based administrative claiming are not available to the rural districts of my county. It is unreasonable to expect the presence of a state Medicaid employee at each school district,

TECHNOLOGY  
530-233-7169

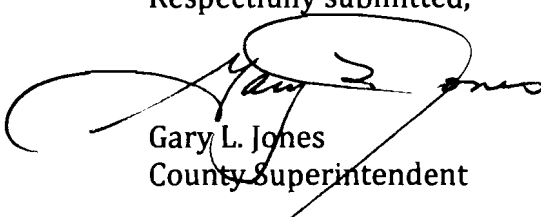
and it would be economically inefficient when compared to the current school-based administrative claiming. Even as it is, our state's Medicaid agency only reimburses our schools for a small portion of the time that they spend serving Medicaid eligible students.

3. The activities performed by our school employees are specifically authorized by our state Medicaid agency, and therefore are eligible for cost reimbursement. School-based administrative claiming provides for state oversight in our school districts that contract with a local governmental agency that in turn contracts with the responsible state Medicaid agency for the provision of these services. The state Medicaid agency authorizes these services through our state's plan, oversight, and audits.

4. CMS's claim that School Medicaid administrative reimbursement dollars have exceeded school Medicaid assistance dollars appears to be an attempt to establish a falsehood: that there is a direct correlation between the provision of Medicaid services and Medicaid administration within schools. This claim obfuscates the fact there is no direct correlation between the provision of Medicaid services and Medicaid administration within schools or that. Schools may direct medical services through their nurses, but they more often refer and connect students to other community health service providers and contract with outside health professionals for in-school programs. There can be no surprise then that schools spend more on administrative activities than on direct medical assistance. Our school personnel more often coordinate care as opposed to delivering care.

CMS Rule 2287-P will negatively affect the physical and mental health of the children of my county and must be rejected. If anything, the Centers for Medicare & Medicaid Services should be looking for ways to increase funding to schools to provide Medicaid administration. Our schools are currently subsidizing the costs of services from our educational funds for health services that the Department Of Health And Human Services should be providing to our children and their families.

Respectfully submitted,



Gary L. Jones  
County Superintendent

#4



# CALAVERAS COUNTY OFFICE OF EDUCATION

**John C. Brophy**

*County Superintendent of Schools*

185 South Main Street • P.O. Box 760  
Angels Camp, CA 95221

209.736.4662 \* Fax 209.736.2138 \* ccoe@ccoe.k12.ca.us

August 27, 2007

Secretary, Health and Human Services Michael Leavitt

**SUBJECT: PLEASE STOP CMS 2287**

As school board members of the Calaveras County Office of Education, along with the County Superintendent, we urge you to stop CMS 2287 in order to protect schools' ability to provide administrative and transportation services to Medicaid-eligible children with disabilities.

Schools rely on these reimbursements to outfit buses with specialized equipment, transport children from school to their medical appointments, identify students who need special screenings and evaluations and refer them to needed services in their community. The loss of these resources would substantially increase the burden on already financially-strapped local school districts, our county office of education, and will likely impact children with disabilities, as well as students in regular education programs.

Thank you for your support on this important matter.

Sincerely,

Steven E. Looper  
Calaveras County Board of Education President, on behalf of the Board

John C. Brophy  
Calaveras County Superintendent of Schools

2007 SEP - 6 PM 9:11



# HACKETT PUBLIC SCHOOLS

102 NORTH OAK STREET  
HACKETT, AR 72937



#5

William C. Pittman  
Superintendent  
Ph/Fx: (479)638-8822/7106

Neal Perrin  
High School Principal  
Ph/Fx: (479)638-7003/8210

George Kennedy  
Elementary Principal  
Ph/Fx: (479)638-8606/8607

NCA Accredited

Subject: CMS 2287

I respectfully request that  
you do not move forward  
on CMS 2287.

CMS 2287 would drastically affect  
our district's ability to provide  
adequate student health care.

Sincerely,

William Pittman

Superintendent

Hackett School District

Hackett, Arkansas



# Hackett Public School

102 North Oak Street      Hackett, Ar 72937  
Superintendent: William C. Pittman  
Phone: 479-638-8822      Fax: 479-638-7106



High School Principal: Neal Perrin  
Phone: 479-638-7003      Fax: 479-638-8210  
Elementary Principal: George Kennedy  
Phone: 479-638-8606      Fax: 479-638-8607

To: HHS Secretary Michael Leavitt

Phone#: FAX 202-690-7203

Date: 9-7-07

From: William Pittman

Number of Pages, including cover: 2

## FAX COVER

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PAULDING COUNTY  
SCHOOL DISTRICT  
*Focused on Learning*

TRUDY SOWAR  
Superintendent

11/6

The Honorable Michael Leavitt  
Secretary, Health and Human Services  
200 Independence Avenue, SW  
Room 615-F  
Washington, DC 20201

Dear Secretary Leavitt:

As the Assistant Superintendent of Exceptional Students Educational Programs for the Paulding County School District, I am writing to request that you not support the Centers for Medicare and Medicaid Services (CMS) changes or regulation shifts regarding, school-based Medicaid claiming. I am opposed to 2287 and urge you not to issue this regulation. As you are aware, Medicaid funds are used to reimburse schools for the cost of medical and health-related services that many of the nation's school children with disabilities need in order to attend and succeed in school. If these funds are no longer available it will negatively affect the overall services that the school district is able to provide.

In the Paulding County School District, Medicaid funds are used to reimburse for the costs of medical and health-related services for occupational therapy, physical therapy and speech therapy for children with disabilities. The school district stands to lose thousands of dollars if changes are made. Thank you for your support of students with disabilities.

Sincerely,

Dr. Giselle A. Stone, Assistant Superintendent  
Exceptional Students Educational Programs

Cc: Trudy Sowar, Superintendent

#7

Keller Elementary School  
1445 E Hilton Ave  
Mesa, Az 85204  
August 30, 2007

Dear Honorable Leavitt,

I am a physical therapist practicing in the Mesa Public Schools District in Mesa, Arizona. I oppose CMS-2287 because it is bad public policy. It will reduce the amount of money available to the special needs population for programs and equipment that are necessary for their success in the educational environment. CMS-2287 will cut over 1 million dollars currently used in our special education programs and we need every penny available to our district to continue quality programming. Please consider the welfare of our special population and stop CMS-2287, it is not in their best interest.

Sincerely



H Janet Rindone PT

Faint, illegible text, possibly a stamp or additional address information.

**Administrative Offices**

VanHoose Education Center  
P.O. Box 34020  
Louisville, KY 40232-4020  
(502) 485-3011

#8

August 30, 2007

The Honorable Michael Leavitt  
Secretary of Health and Human Services  
Center for Medicaid Services  
200 Independence Avenue SW  
Washington, DC 20201

Dear Mr. Leavitt:

I oppose the issuance of CMS 2287. Please do not issue this regulation.

Thank you for your help.

Sincerely,



Sharon W. Davis  
Executive Director, Exceptional Child Education

SHB:pc

Sharon Blackshire, LCSW, CADC, NBCT, CAP  
Licensed Clinical Social Worker  
Certified Alcohol and other Drug Counselor  
National Board Certified Teacher  
Certified Addiction Professional, FL  
Florida Supreme Court Mediator



#9  
Phone: (561) 881-4581  
Fax: (561) 881-1414  
encouragmt@aol.com  
www.lifematters.biz

2007 SEP 13 PM 8:49

CMS  
3307 Northlake Boulevard, #104, Palm Beach Gardens, Florida 33403  
Mailing Address: 2002 Bonisle Circle, Palm Beach Gardens, Florida 33418

August 24, 2007

TO MY ELECTED REPRESENTATIVE:  
ATTACHED PLEASE FIND THE LETTERS AND SUPPORTING DOCUMENTS I  
HAVE SENT TO BLUE CROSS BLUE SHIELD OF FLORIDA, AND AETNA.

**I WOULD APPRECIATE, AS I AM SURE YOUR CONSTITUENTS WOULD,  
YOUR ASSISTANCE IN RECTIFYING A SITUATION ADVERSE TO BEST  
MENTAL HEALTH PRACTICES.**

THIS INFORMATION MIGHT ALSO BE ILLUSTRATIVE OF THE  
FRUSTRATIONS EXPERIENCED BY HEALTH PRACTITIONERS. NOTE ALSO  
THE LOW FEES FOR ONE OF THE MOST EXPENSIVE COUNTIES IN THE USA  
TO PRACTICE.

I ANXIOUSLY AWAIT YOUR RESPONSE.

Sincerely,

Ms. Sharon Blackshire, LCSW, CADC, CAP, NBCT, FL Supreme Court Family and  
Circuit Court Mediator

P.S. THESE ISSUES ARE NOT ADDRESSED IN THE MOVIE "SICKO?"

090420070007B

Sharon Blackshire, LCSW, CADC, NBCT, CAP  
Licensed Clinical Social Worker  
Certified Alcohol and other Drug Counselor  
National Board Certified Teacher  
Certified Addiction Professional, FL  
Florida Supreme Court Mediator



Phone: (561) 881-4581  
Fax: (561) 881-1414  
encourgmt@aol.com  
www.lifematters.biz

3307 Northlake Boulevard, #104, Palm Beach Gardens, Florida 33403  
Mailing Address: 2002 Bonisle Circle, Palm Beach Gardens, Florida 33418

August 24, 2007

Network Manager  
Network Management & Development

Blue Cross Blue Shield of Florida  
770 Northpoint Parkway, Suite 200  
West Palm Beach, FL 33407

AND

Blue Cross Blue Shield of Florida  
3230 W. Commercial Blvd. Suite 400  
Ft. Lauderdale, FL 33309

Dear Network Manager(s):

**Changing demographics put increasing demands upon Blue Cross Blue Shield of Florida in Northern and Western Palm Beach County.** Palm Beach County Public Schools is the 11<sup>th</sup> largest school district in the nation, yet they are predicting a drop in enrollment, with exodus to the private schools, which are multiplying and expanding as never before. Special education services are mandated for all students regardless of the educational provider. I, Sharon Blackshire, as a **clinician and educator**, can uniquely facilitate the utilization of all public and community resources to the best advantage of ALL of our clients and you the insurance company.

In fact, the person most qualified to work with children and adolescents in this area **SHOULD BE IN YOUR NETWORK OF PROVIDERS AVAILABLE TO ASSIST YOU THE INSURANCE CARRIER.**

How am I the **most** qualified?

1. I am a Licensed Clinical Social Worker whose master's work was done in **School Social Work**, internships were done in suburban Chicago schools and my post master's clinical hours were done on the Southside of Chicago in an alternative school as a full time therapist. For perspective Chicago public schools then spent \$18,000 *per student* for this **therapeutic placement**. For exceptional students **knowing their rights to public resources saves the insurance company**

2007 SEP 13 PM 8:49

**attempting to provide short term gains**, without perhaps educational support. My work advances the mandate for No Child Left Behind and protects our society from children who underserved in their youth may be misdirected toward, crime or underemployment as they reach maturity. A travesty.

2. **Unlike other clinicians in this area I have done years of school based clinical assessments with an IEP (Individualized Education Plan) team**, and with the accompanying **clinical and case management follow-up** mandated by Illinois law. **The importance of a broad spectrum; inter-agency, family, educational, medical and public support group approach in the best predictor of long term success for our children and their families. It is also most cost-effective for our insurance companies. MOST clinicians and medical personnel if even attempting this case management are unprepared, personally unfamiliar, and inexperienced with the resources available.**
3. I am a **National Board Certified Teacher in adolescent math**. With a B.S. in education from Vanderbilt University I have had courses on learning and memory, exceptionalities, etc. During my clinical **residency in Chicago, the public schools hired me as an independent contractor to mentor 10 teachers. Helping teachers be their best helps our children, as well.** I am an **In-Network Provider for United Health Care, which is the Palm Beach County Health Insurance Provider for our Educators and Administrators**. Obviously, United Behavioral Health sees the merit of a person experienced with the local educational system helping their clients with their mental health needs.
4. I worked for 8 years in Palm Beach County schools. Two years in a D school in Riviera Beach as a "Drop Out Prevention " math teacher, a grant funded program which again voluntarily involved my case management. I also taught gifted adolescents Advanced Algebra in the Seventh Grade in Palm Beach Gardens, and in the Western Suburbs produced the video teaching presentations required for my National Board Certification. **This means that I understand how and with whom, when and where to gain support within the public school system for YOUR CLIENTS.**
5. **My practice is becoming increasingly specialized as pediatricians and child psychiatrists refer to me knowing that medication alone is not as effective as cognitive-behavioral therapy and a FAMILY SYSTEMS APPROACH.** I work extensively with GIFTED CHILDREN, ADHD, BIPOLAR, OCD, OPPOSITIONAL & DEFIANT, and DEPRESSED YOUNG PEOPLE. To better serve this population I have **hours as late as 9 pm two nights a week and Saturday hours. I use clinical notes that are written in triplicate. Parents and their children walk out with a WRITTEN BEHAVIORAL PLAN** as well as notes as to what was discussed. Confidentiality, however, is maintained as many young people discuss their deepest fears, and shed many tears.
6. I am an adjunct instructor at Palm Beach Community College. **Here I teach the court mandated class for divorcing parents, "Children First."** And, while there are other clinicians who teach this class, none of them are also a **Florida Supreme Court Family and Civil Court Mediator.** I actually had one couple decide to stay married after this four hour class! **How is this relevant to an insurance company? Less litigation, less stress, fewer doctor referrals, fewer**

**prescriptions for anxiety and depression, and fewer clinical services required!** I do very little actual mediation. Having an LCSW or JD is a prerequisite to becoming a certified mediator. A skill set is required here that works well with families. **Some clinicians have difficulty dealing with the confrontation, and agitation sometimes associated with family sessions.**

7. **Parents believe in me, my expertise, my genuineness, and my solution focused approach. Kids like me and trust me.** They want to come. Sessions are interactive, using; sand, clay, chess, Candyland, therapeutic games, and short videos on Bullies, Homework, Discipline, etc. I help solve problems. I am an advocate for children whether it is with their parents, step-parents, teachers, principals, doctors, or the Department of Children and Family Services. **I refer them all to support groups, Alateen, Alatot, Naranon, Coda, CHADD, Divorce Support groups at local churches, MOP's (Mothers of Preschoolers,) OA, Weight Watchers, drug rehabilitation programs, the county Sheriff's program, etc. and pediatric neurologists when clinically appropriate.** Again, how does benefit the insurance company? It means **fewer mental health expenses** as outside resources solidify and extend clinical gains.
8. Last but not least, I have worked with all ages of the chemically dependent in both residential and out-patient settings. See the Curriculum Vitae enclosed. I currently cross-refer to an MD who is also an addictionologist. His office is in your network and this has been problematic for me and our clients, as I am not in your network. **Another reason for this request to provide IN-NETWORK SERVICES cross-referrals.**
9. My recent brochure is enclosed to highlight these services and emphasize the benefits of my location with the recent addition of a new Florida Turnpike exit close to a new I-95 overpass, and my proximity to I-95. There are NO OTHER EQUALLY QUALIFIED NORTH COUNTY PROVIDERS SO **PROXIMIT TO ALL THE MAJOR THROUGH FARES, HENCE KEEPING TRAVEL TIMES AND TRAFFIC LIGHTS TO A MINIMUM.** I am proud to say I do have clients that travel almost an hour each way forsaking prior clinicians to see me. **Many of these had received psychiatric hospitalizations.** Some are at risk for suicide, one for homicide. **As the GATEKEEPER FOR MENTAL HEALTH SERVICES, PARTICULARLY WITH REGARD TO CHILDREN, I THINK IT WOULD BEHOVE YOU TO LOOK AT YOUR EXCLUSION OF MY SERVICES, RELATIVE TO YOUR COMPETITORS, AND WITH DUE REGARD TO THE WELFARE OF THE COMMUNITY AT LARGE.**
10. By way of thoroughness I have enclosed some printouts from **YOUR PROVIDER WEBSITE, where either by town or zip code mine (33418) included, a radius of 20 MILES, USING THE HMO HEALTHY KIDS, AND SPECIALIST PSYCHOLOGIST PROVIDED YOUR RESPONSE OF "WE FOUND NO RESULTS."** I stopped the search after I obtained five towns with significant populations and growth and for whom I serve networks, such as Cigna Behavioral Health, Humana, United, etc. Find these results: Wellington, Loxahatchee, Tequesta, Lake Park (less than a mile from my second office,) and Riviera Beach, home to the Veterans Administration Hospital, within walking distance. I think this speaks volumes as to your Network serving the best interests



of our population. **Including me in your NETWORKS ASAP WOULD BE A BEGINNING TO IMPROVING THESE GEOGRAPHICAL IMITATIONS.**

**I may have been remiss for lack of thoroughness in my prior requests 2004-2006 to becoming a network provider.** Also, my practice has become more focused on children with increasing referrals from pediatricians, child psychiatrists, two Ph.D.'s and fellow practitioners who recognize their limitations or choose not to work with children.

**I am also receiving an increasing number of complaints from parents who for financial reasons believe they must use your less qualified providers because they are BCBS PPO clients.** This happened today. In this particular case the teenager is at risk for suicide, supported my use of Beck's BDI-II and Hopelessness Scales. Which again many of my fellow practitioners would not have administered nor therefore are they capable of quantifying the suicidal risk. I am a teacher. My work is well researched and thorough. These clinical tests of which I have several, cost money, which many Networks don't provide for. I have releases to share these case studies with you, and share them with anonymity to the public if you believe there is a need to substantiate this loss of more qualified care.

Enclosed please find a copy of your letters of refusal. Last year I had to pay for your mailing it certified, before the carrier would deliver it. Please, this only adds insult to injury. Perhaps you could send your response by both regular and certified mail. I am anxious to receive your well considered response. **Thank you for your time and attention given this lengthy documentation for my request.**

Sincerely,



Ms. Sharon Blackshire, LCSW, NBCT, CAP, CADC, FL Supreme Court Family Mediator, FL Circuit Court Mediator

Enc. Refusals (2 pgs), No Provider Results (5 pgs), Vitae (3 pgs), Brochure

Cc:

The White House  
Re: Health Insurance Blue Cross & Blue Shield  
1600 Pennsylvania Avenue NW  
Washington, DC 20500

Mr. Michael Leavitt  
Secretary of Health & Human Services  
200 Independence Avenue, S.W.  
Washington, D.C. 20201

U.S. Senator-(R-FL)  
Mel Martinez  
356 Russell Senate Office Building  
Washington DC 20510

U.S. Senator-(D-FL)  
Bill Nelson  
716 Hart Senate Office Building  
Washington D.C. 20510

U.S. Congressman Ron Klein  
22<sup>nd</sup> Congressional District of Florida  
313 Cannon House Office Building  
Washington, D.C. 20515

State of Florida Office of the Governor  
PL-05 the Capitol  
Tallahassee, FL 32399-0001

Senator Jeff Atwater, District 25  
**Chair, Health Regulation Committee**  
824 US Highway 1 #210  
North Palm Beach, FL 33408

Florida House of Representatives District 83  
Representative, Carl Domino  
Suite 202C 13700 U. S. Highway 1  
Juno Beach, FL 33408-1600

**Florida Healthcare Council-Chair**  
Rep. Aaron Bean  
905 South 8<sup>th</sup> Street  
Fernandina Beach, FL 32034-3706

Rep. Mary Brandenburg, District 89  
305 Lake Avenue  
Lake Worth, FL 33460-3905

Rep. Shelley Vana, District 85  
**Schools and Learning Council**  
Suite 100, 1280 North Congress Avenue  
West Palm Beach, FL 33409-6377

Rep. Susan Bucher, District 88  
**Committee on Healthy Families**  
2240 Palm Beach Lakes Blvd.  
West Palm Beach, FL. 33409-3403

Rep. Priscilla Taylor, District 84  
**Committee on Healthy Families**  
Suite 410, 1 East 11<sup>th</sup> Street  
Riviera Beach, FL 33404-6921

Rep. Bill Galvano, District 68  
**Committee on Healthy Families, Chair**  
Suite 715, 1023 Manatee Ave. West  
Bradenton, FL 34205-7829

Senator, Ted Deutch, District 30  
**Education Pre-K-12 Committee**  
15340 Jog Road, # 201  
Delray Beach, FL 33446-2170

**Senator Dave Aronberg, Minority Whip**  
**Health Regulation Committee**  
6415 Lake Worth Road, Suite 210  
Greenacres, FL 33463

**MY BLUE CROSS AND BLUE SHIELD CLIENTS**

We found no results.

Your search did not match any providers.

**Search Type:** Specialists  
**Plan:** BlueOptions (Healthy Kids)  
**Type of Doctor:** Mental Health  
**Specialty:** Psychologist  
**City:** Wellington

Less is more - In general, it is better to start with fewer search criteria and add more or sort the results to find what you are looking for.

[Search Again](#)

OPD NOR 001 042007

We found no results.

Your search did not match any providers.

**Search Type:** Specialists  
**Plan:** Healthy Kids (HMO)  
**Type of Doctor:** Mental Health  
**Specialty:** Psychologist  
**Located Within:** 20 miles  
**Zip Code:** 33418

Less is more - In general, it is better to start with fewer search criteria and add more or sort the results to find what you are looking for.

[Search Again](#)

OPD NCR 001 042007

We found no results.

Your search did not match any providers.

**Search Type:** Specialists  
**Plan:** BlueOptions (Healthy Kids)  
**Type of Doctor:** Mental Health  
**Specialty:** Psychologist  
**City:** Lake Park

Less is more - In general, it is better to start with fewer search criteria and add more or sort the results to find what you are looking for.

OPD NOR 001 042007

We found no results.

Your search did not match any providers.

**Search Type:** Specialists  
**Plan:** BlueOptions (Healthy Kids)  
**Type of Doctor:** Mental Health  
**Specialty:** Psychologist  
**City:** Riviera Beach

Less is more - In general, it is better to start with fewer search criteria and add more or sort the results to find what you are looking for.

OPD NOR 001 042007

We found no results.

Your search did not match any providers.

**Search Type:** Specialists  
**Plan:** BlueOptions (Healthy Kids)  
**Type of Doctor:** Mental Health  
**Specialty:** Psychologist  
**City:** Loxahatchee

Less is more - In general, it is better to start with fewer search criteria and add more or sort the results to find what you are looking for.

[Search Again](#)

REF: NOR 001 042007



We found no results.

Your search did not match any providers.

**Search Type:** Specialists  
**Plan:** BlueOptions (Healthy Kids)  
**Type of Doctor:** Mental Health  
**City:** Tequesta

Less is more - In general, it is better to start with fewer search criteria and add more or sort the results to find what you are looking for.

[Search Again](#)

OPD NOR 001 042007

Sharon Blackshire, LCSW, CADC, NBCT, CAP  
Licensed Clinical Social Worker  
Certified Alcohol and other Drug Counselor  
National Board Certified Teacher  
Certified Addiction Professional, FL  
Florida Supreme Court Mediator



*Life Matters*

Phone: (561) 881-4581  
Fax: (561) 881-1414  
encouragmt@aol.com  
www.lifematters.biz

3307 Northlake Boulevard, #104, Palm Beach Gardens, Florida 33403  
Mailing Address: 2002 Bonisle Circle, Palm Beach Gardens, Florida 33418

## CURRICULUM-VITAE

**CERTIFICATIONS:** Licensed Clinical Social Worker, FL #1043989, Certified Addictions Professional, CAP, FL #2865, Certified Alcohol and Other Drug Counselor, IL 12768; National Board Certified Teacher, #170110020. American Red Cross; First Aid and Adult CPR. Qualified Supervisor LCSW, LMHC/LMFT #8052, FL Supreme Court Mediator.

**3 AUTHORED PROGRAMS:** Choice Making: an Intervention for Children at Risk; Children of Dysfunctional Families, Fear Therapy as a Process Approach to Stress Alleviation, for adults.

**POST GRADUATE** '05 FL Supreme Court Family Mediator 40 hours  
'04 Clinical Supervision 18 hours  
'03 Sand Tray Therapy, College of Dupage, Glen Ellyn, IL 10 hours  
'02 Transforming the Difficult Child, with Howard Glasser 10 hours

**SCHOOLING:** '01 Psychotherapy with Older Adults (10 credit hours).  
'00 Personality Disorders in Social Work and Healthcare  
'00 and now '03, Chicago's Haymarket Center's Three Day "Summer Institute on Addictions;" Sex, and, Nicotine Addicts, '00 pre-conference day  
'Women's Issues.'  
'97 NASW, 'Social Work With Groups: Getting Your Group Going and Growing, and Solutions for Solving Process Problems.'  
'97 Columbia Hospitals, FL 'Attention Deficit Disorders: A New Approach for Assessment and Treatment of Children, Adolescents, Adults.'

This follows: 20 years' experience with ADHD CHILDREN, including graduation from; Dr. Phelan's 123 Magic discipline program, How to Talk So Kids Will Listen and Listen So Kids Will Talk, Systematic Training for Effective Parenting, Rainbows for Children dealing with divorce, death and grieving; The Peer Mediation Program for Conflict Resolution In Schools, and DARE, drug and alcohol prevention in-school program.

'96-'98 Palm Beach Community College Fifth through Seventh South Florida Summer Institutes on Chemical Dependency.

'95 Saulk Valley Community College, Dixon, IL "Families on the Brink."

'95 College of Dupage-Addictions Counselor Training, CERTIFIED ALCOHOL AND OTHER DRUG ABUSE COUNSELOR, CADC (GPA 3.8); Illinois License 12768

'94 & '95 Internship with Sennisippi Centers (Dixon, IL) included DUI Group, DARE Prevention Program, Outpatient and Family Treatment Groups.

**GRADUATE SCHOOLING:** Aurora University: School of Social Work, M.S.W. (GPA 3.9), Spring '94.

**Valley View Public Schools District 365; internship 1993-94:**  
High School; Alateen Group, **Behavior Disorder Group, Crisis interventions, and individual counseling.** Grade Schools; **Behavior Disorder Group, Rainbow (divorce), Group, Team Based Assessments and Staffings.**

**United Charities, Family Service DuPage (Wheaton/Woodridge), 1992-93:**  
Individual counseling with adult children of alcoholics and sexual abuse survivors; **Family Counseling; Rainbow Adolescent Group.**

**Central Dupage Hospital Alcohol Treatment Center, 1991:**  
Individual Evaluation, Assessment, Planning and Treatment. Facilitator of Patient Treatment and Family Education Groups.

**Course Work:** Psychopathology; Child Development; Adulthood; Exceptional Individual and Reluctant Learner; Crisis Intervention and Brief Treatment; Treatment of Child Sexual Abuse; Psychotherapy with Children and Youth; Social Work With (5 separate courses); Women; Minorities, Individuals, Families, and Groups; Integrated Methods; Ecological Perspective; Administration; and, Research 1-3.

**UNDERGRADUATE  
SCHOOLING:**

**B.S. Vanderbilt University 1975:** Majors; Pre-Law, Business, and Education. Certified 6-12 History, and Mathematics (FL) **NATIONAL BOARD CERTIFIED, 2001.**

**Presbyterian Ladies College, Melbourne, Australia, 70**

**WORK EXPERIENCES: ( Previous Five Years in Month/Year Format)**

**07/97—Ongoing. Founder of Life Matters, Incorporated. A private counseling and consulting practice.** Specializations include treating individuals with addictions and/or ADHD and their families. Intensive outpatient for addictions, and dual diagnosis. Parenting workshops. Family Counseling, Children's Therapy, Groups, and Family Mediation.

**2002-and Ongoing Palm Beach Community College; Instructor, "Children First, for Divorcing Parents." Court mandated instruction**

**09/2004-01/2005 Clinical Director, Choices Recovery Center,** a partial hospitalization, addiction rehab program for adults. Responsibilities included supervision of 5 therapists, a Resident Manager, and 8 technicians, as well as complete programming and on call duties 24/7.

**09/2003-07/2004 Full time therapist for CARP,** adolescent unit, then female, then male units. Group therapy, educational groups, case management, caseload 12-14.

**08/2002-06/2003 South Central Community Services; therapist for alternative school for children and teens** expelled from The Chicago Public Schools. Individual therapy for twenty + individuals and two TX groups. PBIS behavior management co-coordinator.

**01/98-06/98 HANLEY HAZELDON AT ST. MARY'S, FL;** Outpatient Therapist. Aftercare Therapist Wednesday Nights. Sole evening provider. Group and Individual therapist.

**08/95-09 2003 The School District of Palm Beach County;** Dropout Prevention Teacher, mathematics, grade 6. Ninety students, parent interventions,

behavior management, curriculum innovations, computers. Taught grade 7 and 8 regular and advanced. Also, algebra and algebra honors, and gifted grades 6-8. National Board Certification Adolescent Mathematics, 2001. 2002-03, took a sabbatical from Palm Beach County public schools, mentoring 10 **Chicago Public School** math and science teachers completing their National Board Teacher Certification.

1994-95 **Bi-County Special Education Cooperative**; School Social Worker, 3 School Districts, 7 Principals in 10 schools Preschool - 12. 50 case studies, 5 groups, crisis management and counseling for murder, abuse, neglect, cult trauma, behavior disorders, ADHD, divorce. Collaboration with DCFS, Probation, and County Services, **Medicaid**. Member of Carroll County Youth Network, IASSW, NASW.

1987-1988 **Ciba Consumer Pharmaceuticals**; **Chicago Area Manager**; Managed; 4 states, 6 food brokers, 6 personal accounts, including Walgreens and Osco nationally.

1981-1983 **The Clorox Company**; **Chicago Region Manager**; Managed 5 states, 14 brands, 6 food brokers.

1975-1981 **Procter & Gamble**; **Four Sales Management Positions**, three locations, (SC, GA, OH), including National Accounts, e.g. Eckerd Drug.

**HUMAN SERVICES:** Youth; Alateen Sponsor, Junior Church Coordinator, Sunday School Teacher, ADHD/gifted support groups.  
Community; Church trustee, "Bible Study Fellowship," five year graduate. Parent Teacher Organization Fund-Raiser Chairperson. Member NASW, Women's Chamber of Commerce, Palm Beach County, South Florida Association of Christian Counselors.

**PERSONAL EXPERIENCES:**

- 1997 Florida CLAST Exam missed only 1 question.
- 1994 Illinois School Social Work Exam scored 100% on Clinical Skills and Child Development sections.
- Lived in Australia as a teen. I have also traveled Europe, the Pacific, Canada, and the USA extensively, having lived in the North, Chicago, the South, TN, FL and SC, the East, NY, the West, CA, and the Mid-West, OH, KS, makes for a good conversationalist.
  - Divorced, three grown, successful children, one son diagnosed with ADHD when five years old, now an Eagle Scout, August college graduate, and Radio Shack Store Manager in 2006. Daughters that excelled in music (plays 5 instruments,) as the drum major two years and took her 500 piece band, the largest division, to National competition, now a college junior; and the oldest child, an Illinois State swimmer, completed her Masters in Counseling is working in the field as the clinical director for a children's orphanage in Virginia.



**BlueCross BlueShield  
of Florida**

An Independent Licensee of the  
Blue Cross and Blue Shield Association

# 10  
Blue Cross and Blue Shield of Florida  
3230 West Commercial Boulevard  
Suite 400  
Ft. Lauderdale, FL 33309

August 26, 2004

**Certified Mail  
Return Receipt Requested**

Ms. Sharon Blackshire  
2002 Bonisle Circle  
Palm Beach Gardens, FL 33418

Dear Ms. Blackshire:

Thank you for your recent request to become a participating provider in our Blue Cross and Blue Shield of Florida networks. Periodically, our networks are assessed to determine our current and future business needs. Decisions regarding network expansion are based on those needs, as well as on criteria developed for the purpose of reviewing requests for participation. Please be advised that our networks are currently closed. Therefore, we regret to inform you that we will not be able to send you an application at this time. Your request will remain on file pending any change in our networks in the near future.

We appreciate your interest in Blue Cross and Blue Shield of Florida. If we can be of further assistance, please do not hesitate to contact us at 1-800-753-3777 option 4.

Sincerely,

A handwritten signature in cursive script that reads "Nellie Martinez".

Nellie Martinez  
Contract Manager  
Institutional Management

CERTIFIED MAIL: 7002 3150 0004 9389 4775

**BON HOMME SCHOOL DISTRICT 4-2**  
**BUSINESS OFFICE**

#11

Dennis L. Povondra  
*Business Manager*

1404 Fir Street  
PO Box 28  
Tyndall, South Dakota 57066-0028  
*"Equal Opportunity Employer"*

Dr. Bryce Knudson  
*Superintendent*

Telephone (605) 589-3388  
E-Mail Dennis.Povondra@k12.sd.us  
FAX (605) 589-3468

SCHOOL BOARD  
Steve Green

*President*

Ben Hellmann

*Vice-President*

Gary Dvoracek

Dorothy L. Hajek

Ron Koupal

Teresa Sternhagen

Dr. Scott A. Weber, DO

August 23, 2007

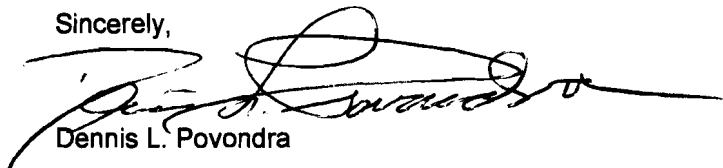
Secretary Michael Leavitt  
200 Independence Avenue SW  
Washington, DC 20201

Dear Secretary Leavitt:

We are asking for you to continue for school districts to have the ability to claim reimbursement for their costs in administrative and transportation services for Medicaid-eligible children. This means a potential loss of around \$25,000 for us. Our starting teacher salary is \$25,800. So you can see that that is about one teacher for the Bon Homme School District that we would be losing.

Our school district has already consolidated three towns which are 11 miles apart from each other and are having to look at an opt-out to maintain services and opportunities for students. Now you are telling us to cut more. Apparently education of our children is not a high priority for the Federal Government. An uneducated population is much easier to control and keep in the dark than a population that has the knowledge to ask questions.

Sincerely,

  
Dennis L. Povondra  
Business Manager

SEP 13 2007 8:47

# Colton Joint Unified School District

James A. Downs, Superintendent  
Casey Cridelich, Assistant Superintendent, Business Services

2007 SEP 13 PM 8:47



Joining Together to Go the Extra Mile

## BOARD OF EDUCATION

Mr. David R. Zamora, *President*  
Mr. Robert D. Armenta, Jr., *Vice-President*  
Mr. Kent Taylor, *Clerk*  
Mr. Mel Albiso  
Mr. Mark Hoover  
Mr. Frank A. Ibarra  
Mrs. Marge Mendoza-Ware

August 7, 2007

Senator Michael Leavitt  
Secretary, Health and Human Services  
U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Washington, DC 20201

2007 AUG 16 AM 38  
RECEIVED

**RE: Please stop CMS 2887!**

Dear Senator Leavitt:

As a school board member, I urge you to stop CMS 2287 in order to protect schools' ability to provide administrative and transportation services to Medicaid-eligible children with disabilities.

Schools rely on these reimbursements to outfit buses with specialized equipment, transport children from school to their medical appointments, identify students who need special screenings and evaluations and refer them to needed services in their community. The loss of these resources would substantially increase the burden on already financially-strapped local school districts, like mine, and will likely impact children with disabilities, as well as students in regular education programs.

Thank you for your support on this important matter.

Sincerely,

Casey Cridelich  
Assistant Superintendent, Business Services

# Dell Rapids School District #13

Member of North Central Association

Administration

**Board of Education**

Alan Blankenfeld, Pres.  
Steven Munk, V.Pres.  
Brian Davis  
Jeff VonHoltum  
Cindy Schuch

**"Home of the Quarrriers"**

Tom Ludens, Supt.  
Bruce Olson, 9-12 Prin./AD  
Francis Ruesink, 5-8 Prin.  
Dr. John Jewett, K-4 Prin./Tech.Dir.  
Barb Littel, Bus. Mgr.  
George Henry, 9-12 Counselor  
Diann Wuebben, 5-8 Counselor  
Erin Kane, K-4 Counselor  
Phyllis Schaefer, Special Ed Director

August 22, 2007

2007 SEP 13 PM 8:48


Secretary Michael Leavitt  
200 Independence Ave. SW  
Washington, DS 20201

Dear Secretary Leavitt;

The Dell Rapids School District is writing in opposition to regulations being proposed by the Health and Human Services Department's Center for Medicaid Services that would deny school districts the ability to claim reimbursement for administrative service costs that are incurred while providing health services for Medicaid-eligible children. If such regulation is passed, it would mean a potential loss of over \$5,000,000.00 in revenue for South Dakota schools at a time that resources are already tight.

Please register our request that this rule, detrimental to public schools, not be issued.

Sincerely,



Barbara Littel  
Business Manager  
Dell Rapids School District 49-3

**Our Mission:**

**"We promote spirited thinking, responsible citizenship and lifelong learning"**

Dell Rapids Schools \* 1216 N. Garfield, Dell Rapids, SD 57022 \* (605) 428-5473 \* Fax (605) 428-5609 \* dellrapids.k12.sd.us



# COLMAN-EGAN SCHOOL

H.H.

200 South Loban, Box I  
Colman, South Dakota 57017  
Moody County

Phone 605-534-3534  
Fax 605-534-3670

Roger Fritz, Superintendent  
Terry Stulken, HS Principal

2007  
SEP 13  
August 23, 2007

Department of Health & Human Services  
Attn: Michael Leavitt, Secretary  
200 Independence Ave., SW  
Washington, D.C. 20201

PM 8:48

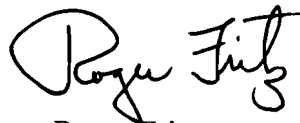
Dear Secretary Leavitt,

I understand there is interest in preparing a regulation to deny school districts the medical payments for administration and transportation we are now receiving. This action would deny school districts the ability to claim reimbursements for the administrative and transportation services for Medicaid eligible children.

In a rural state such as ours, schools are already strapped with tight budgets to provide these opportunities for our students.

I hope that you can give consideration to this matter which will affect a decline in resources for our mandated programs.

Sincerely,



Roger Fritz  
Superintendent of Schools

# McCook Central Public Schools

200 East Essex  
P.O. Box 310  
Salem, South Dakota 57058  
Phone No.: (605) 425-2264  
Fax No.: (605) 425-2079

#15

2007 SEP 13 PM 8:48

August 22, 2007

Medicaid Rule

To Whom It May Concern:

This is a request to continue the reimbursements of Medicaid Services to public school districts for our students. It is a vital part of our program here and it would be extremely detrimental to our district and students to lose this funding.

Please consider this seriously. The public schools, particularly the small rural schools, in South Dakota would be harmed. We need this support for our students. I am encouraging you to support the districts ability to claim reimbursement of administrative and transportation costs we incur while providing health services to Medicaid eligible students.

In deep appreciation,



Dr. Carol Pistulka

Superintendent/SPED Director

---

## Home of the Cougars

School Board President – Norman Peterson  
Superintendent – Carol J. Pistulka  
Business Manager – Janet E. Karel

K-12 Principal – Brad Seamer  
Assistant Principal – Deb Eichacker

**“Educating Today’s Youth for Tomorrow”**

# Wilmot School District 54-7 #16

Tim Graf, Superintendent  
Larry Hulscher,  
Secondary Principal  
Mike Schmidt,  
Elementary Principal  
Stacey DeBoer,  
Business Manager

P.O. Box 100 • 800 Ordway  
Wilmot, South Dakota 57279-0100  
605-938-4647 • Fax: 605-938-4185

Denise Lutkemeier,  
Board Chairman  
Robert Schaefer  
Board Vice-Chairman  
Roger Butler  
Shane Copley  
Faye Frerichs  
Dorice Hooth  
Angie Zempel

August 23<sup>rd</sup>, 2007

Secretary Michael Leavitt  
200 Independence Ave. SW  
Washington, DC 20201

Dear Secretary Leavitt,

I am writing you to ask for your support of the Medicaid payments school districts currently receive for their costs for administrative and transportation services for Medicaid-eligible children. We request that a regulation to stop these payments not be issued. This would be a potential loss of over \$5 million dollars in revenue for South Dakota schools. School budgets are already tight, and this loss of revenue would have a big impact on school budgets.

Thank you for your consideration of this request to allow schools to continue to receive these payments.

Sincerely,



Stacey DeBoer  
Business Manager  
Wilmot School District 54-7

**"Pride of the Pack"**

The Wilmot School District does not discriminate on the basis of race, color, national origin, sex, age, religion or handicap in its educational programs, activities, employment policies, or practice.

2007 SEP 13 PM 8:48

#17

Sharon Blackshire, LCSW, CADC, NBCT, CAP  
Licensed Clinical Social Worker  
Certified Alcohol and other Drug Counselor  
National Board Certified Teacher  
Certified Addiction Professional, FL  
Florida Supreme Court Mediator



Phone: (561) 881-4581  
Fax: (561) 881-1414  
encouragmt@aol.com  
www.lifematters.biz

3307 Northlake Boulevard, #104, Palm Beach Gardens, Florida 33403  
Mailing Address: 2002 Bonisle Circle, Palm Beach Gardens, Florida 33418

August 24, 2007

Network Manager  
Network Operations  
Aetna Behavioral Health Network  
P.O. Box 5, Mail Stop U31W  
Blue Bell, PA 19422-9534

Dear Network Manager:

**Changing demographics put increasing demands upon Aetna in Northern and Western Palm Beach County, Florida.** Palm Beach County Public Schools is the 11<sup>th</sup> largest school district in the nation, yet they are predicting a drop in enrollment, with exodus to the private schools, which are multiplying and expanding as never before. Special education services are mandated for all students regardless of the educational provider. I, Sharon Blackshire, **as a clinician and educator**, can uniquely facilitate the utilization of all public and community resources to the best advantage of ALL of our clients and you the insurance company.

In fact, the person most qualified to work with children and adolescents in this area **SHOULD BE IN YOUR NETWORK OF PROVIDERS AVAILABLE TO ASSIST YOU THE INSURANCE CARRIER.**

How am I the **most** qualified?

1. I am a Licensed Clinical Social Worker whose master's work was done in **School Social Work**, internships were done in suburban Chicago schools and my post master's clinical hours were done on the Southside of Chicago in an alternative school as a full time therapist. For perspective Chicago public schools then spent \$18,000 *per student* for this **therapeutic placement. For exceptional students knowing their rights to public resources saves the insurance company attempting to provide short term gains**, without perhaps educational support. My work advances the mandate for No Child Left Behind and protects our society from children who underserved in their youth may be misdirected toward, crime or underemployment as they reach maturity. A travesty.
2. **Unlike other clinicians in this area I have done years of school based clinical assessments with an IEP (Individualized Education Plan) team**, and with the accompanying **clinical and case management follow-up** mandated by Illinois law. **The importance of a broad spectrum; inter-agency, family, educational,**

**medical and public support group approach in the best predictor of long term success for our children and their families. It is also most cost-effective for our insurance companies. MOST clinicians and medical personnel if even attempting this case management are unprepared, personally unfamiliar, and inexperienced with the resources available.**

3. I am a **National Board Certified Teacher in adolescent math**. With a B.S. in education from Vanderbilt University I have had courses on learning and memory, exceptionalities, etc. During my clinical residency in Chicago, the public schools hired me as an independent contractor to mentor 10 teachers. Helping teachers be their best helps our children, as well. I am an In-Network Provider for United Health Care, which is the Palm Beach County Health Insurance Provider for our Educators and Administrators. Obviously, United Behavioral Health sees the merit of a person experienced with the local educational system helping their clients with their mental health needs.
4. I worked for 8 years in Palm Beach County schools. Two years in a D school in Riviera Beach as a "Drop Out Prevention" math teacher, a grant funded program which again voluntarily involved my case management. I also taught gifted adolescents Advanced Algebra in the Seventh Grade in Palm Beach Gardens, and in the Western Suburbs produced the video teaching presentations required for my National Board Certification. **This means that I understand how and with whom, when and where to gain support within the public school system for YOUR CLIENTS.**
5. My practice is becoming increasingly specialized as pediatricians and child psychiatrists refer to me knowing that medication alone is not as effective as cognitive-behavioral therapy and a FAMILY SYSTEMS APPROACH. I work extensively with GIFTED CHILDREN, ADHD, BIPOLAR, OCD, OPPOSITIONAL & DEFIANT, and DEPRESSED YOUNG PEOPLE. To better serve this population I have hours as late as 9 pm two nights a week and Saturday hours. I use clinical notes that are written in triplicate. **Parents and their children walk out with a WRITTEN BEHAVIORAL PLAN** as well as notes as to what was discussed. Confidentiality, however, is maintained as many young people discuss their deepest fears, and shed many tears.
6. I am an adjunct instructor at Palm Beach Community College. **Here I teach the court mandated class for divorcing parents, "Children First."** And, while there are other clinicians who teach this class, none of them are also a **Florida Supreme Court Family and Civil Court Mediator**. I actually had one couple decide to stay married after this four hour class! **How is this relevant to an insurance company? Less litigation, less stress, fewer doctor referrals, fewer prescriptions for anxiety and depression, and fewer clinical services required!** I do very little actual mediation. Having an LCSW or JD is a prerequisite to becoming a certified mediator. A skill set is required here that works well with families. **Some clinicians have difficulty dealing with the confrontation, and agitation sometimes associated with family sessions.**
7. **Parents believe in me, my expertise, my genuineness, and my solution focused approach. Kids like me and trust me.** They want to come. Sessions are interactive, using; sand, clay, chess, Candyland, therapeutic games, and short

videos on Bullies, Homework, Discipline, etc. I help solve problems. I am an advocate for children whether it is with their parents, step-parents, teachers, principals, doctors, or the Department of Children and Family Services. **I refer them all to support groups**, Alateen, Alatot, Naranon, Coda, CHADD, Divorce Support groups at local churches, MOP's (Mothers of Preschoolers,) OA, Weight Watchers, drug rehabilitation programs, the county Sheriff's program, etc. and pediatric neurologists when clinically appropriate. Again, how does benefit the insurance company? It means **fewer mental health expenses** as outside resources solidify and extend clinical gains.

8. Last but not least, I have worked with all ages of the chemically dependent in both residential and out-patient settings. See the Curriculum Vitae enclosed. I currently cross-refer to an MD who is also an addictionologist. His office is in your network and this has been problematic for me and our clients, as I am not in your network. **Another reason for this request to provide IN-NETWORK SERVICES cross-referrals.**
9. My recent brochure is enclosed to highlight these services and emphasize the benefits of my location with the recent addition of a new Florida Turnpike exit close to a new I-95 overpass, and my proximity to I-95. There are **NO OTHER EQUALLY QUALIFIED NORTH COUNTY PROVIDERS SO PROXIMIT TO ALL THE MAJOR THROUGH FARES, HENCE KEEPING TRAVEL TIMES AND TRAFFIC LIGHTS TO A MINIMUM.** I am proud to say I do have clients that travel almost an hour each way forsaking prior clinicians to see me. **Many of these had received psychiatric hospitalizations.** Some are at risk for suicide, one for homicide. As the **GATEKEEPER FOR MENTAL HEALTH SERVICES, PARTICULARLY WITH REGARD TO CHILDREN, I THINK IT WOULD BEHOVE YOU TO LOOK AT YOUR EXCLUSION OF MY SERVICES, RELATIVE TO YOUR COMPETITORS, AND WITH DUE REGARD TO THE best interests of your clients, children, and THE COMMUNITY AT LARGE.**
10. By way of thoroughness I have enclosed a printout from Aetna's DocFind website, where I entered Palm Beach County, HMO, Behavioral Health Providers, Child and Adolescent Specialist. **ONLY ONE PROVIDER WITHIN A 15 MINUTE DRIVE, ONLY TWO WITHIN A THIRTY MINUTE DRIVE!** Two in Boca Raton, too far a drive for the growing West and North County developments. Enclosed is a copy of the printout obtained. **Including me in your NETWORKS ASAP WOULD BE A BEGINNING TO IMPROVING THESE GEOGRAPHICAL IMITATIONS.**

**I may have been remiss for lack of thoroughness in my prior request in March of 2006 to become a network provider**, hence this lengthy letter. I have also enclosed two copies, as then requested of the documents that you included in your provider application packet I then received. Since then my practice has become more focused on children with increasing referrals from pediatricians, child psychiatrists, two Ph.D.'s and fellow practitioners who recognize their limitations or choose not to work with children.

I am also receiving an increasing number of complaints from parents who for financial reasons believe they must use your less qualified providers because they are Aetna out of network clients.

Thank you for your time and attention given this lengthy documentation for my request.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Blackshire".

Ms. Sharon Blackshire, LCSW, NBCT, CAP, CADC, FL Supreme Court Family Mediator, FL Circuit Court Mediator

Enclosures: Provider Results, Map Quest Detail of Provider Results, Vitae (3 pgs), Brochure

We want you to know\*



DocFind

Search Criteria

Provider Type: Behavioral Health Providers

Plan Name: HMO\*\*

Specialist Type: Child and Adolescent Specialist

Update Your Results

County: PALM BEACH

State: Florida

Sort By: Alphabetical

Results per Page: 50

Update Results

New Search

4 Providers Found

Printer Friendly

All Provider Name Specialty Map Aexcel

1. Alper, Mark, MSW Child and Adolescent Specialist

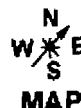
9033 Glades Road Boca Raton, FL 33434 (561) 361-0500



> Provider Details

2. Scheible, Linda C., MSW Child and Adolescent Specialist

5700 Lake Worth Road Suite 205 Lake Worth, FL 33463 (561) 478-5160



> Provider Details

3. Spike, M. Estelle, MS Child and Adolescent Specialist

7284 West Palmetto Park Blvd. Suite 201 Boca Raton, FL 33433 (561) 414-1317



> Provider Details

4. Unsworth, Thomas B., MS Child and Adolescent Specialist

1639 Forum Place Suite 7 West Palm Beach, FL 33401 (561) 541-2005



> Provider Details

Results | 1 - 4 of 4

About This Page

This list includes, but may not be limited to, physicians designated for Aexcel®. These specialists are identified with a star symbol.

Providers with this symbol Note may participate with Aetna through an agreement that Aetna has with a vendor. Learn more

Joint Commission on Accreditation of Healthcare Organizations. Learn more

American Board of Internal Medicine. Learn more

Behavioral Health

The information contained herein is provided for information purposes only. Your behavioral health benefits plan may require that you call a behavioral health toll-free number to receive precertification and/or avoid a reduction in benefits. Learn more.

ONLY N. COUNTY ACTUALLY HE IS - MID-COUNTY AND VERY EAST OF GROWING WELLINGTON + WESTERN SUBURBS.



We want you to know ^



DocFind

## Unsworth, Thomas B., MS

- Aetna Choice® POS (Aetna HealthFund®)
- Aetna Choice® POS (Open Access)
- Aetna Choice® POS II (Aetna HealthFund®)
- Aetna Choice® POS II (Open Access)
- Aetna Health Network Only(SM)
- Aetna Health Network Only(SM) (Aetna HealthFund®)
- Aetna Health Network Option(SM)
- Aetna Health Network Option(SM) (Aetna HealthFund®)
- Aetna Open Access® Elect Choice® EPO (Aetna HealthFund®)
- Aetna Open Access® Managed Choice® POS (Aetna HealthFund®)
- Aetna Select(SM)
- Aetna Select(SM) (Open Access)
- Behavioral Healthcare Program
- Elect Choice® EPO
- Elect Choice® EPO (Open Access)
- HMO (Open Access)
- HMO\*\*
- Managed Choice® POS
- Managed Choice® POS (Open Access)
- NYC Community Plan(SM)
- Open Access Aetna Select(SM) (Aetna HealthFund®)
- Open Choice® PPO
- Open Choice® PPO (Aetna HealthFund®)
- QPOS®
- USAccess®

\*\* In Washington, the product referred to as HMO is called Primary Choice<sup>SM</sup> and is offered by Aetna Health Inc., a licensed Health Care Service Contractor.

Close

Print

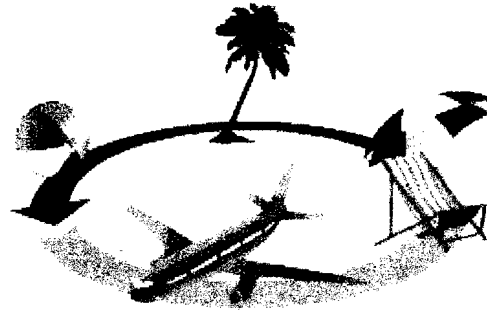
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ORBITZ - KEEPING YOU A STEP AHEAD

Aetna Network Operations Note the second of the two available Child and Adolescent Specialists is 34 miles and 43 minutes away from rapidly growing Tequesta and nearby Jupiter.



NORTH COUNTY NO PROVIDER

Directions

Distance

- A) Turtle Creek Number One, 310 Country Club Dr, Tequesta, FL 33469, 561-427-0524
- 1: Start out going SOUTH on COUNTRY CLUB DR toward NORTH PL. 1.1 miles
- 2: Turn LEFT onto TEQUESTA DR. 0.4 miles
- 3: Turn RIGHT onto W RIVERSIDE DR. 1.1 miles
- 4: Turn RIGHT onto FL-811 S/FL-A1A ALT S/GLYNN MAYO HWY/N OLD DIXIE HWY. Continue to follow FL-811 S/FL-A1A ALT S/GLYNN MAYO HWY. 1.1 miles
- 5: Turn RIGHT onto FL-706 W/W INDIANTOWN RD. 3.9 miles
- 6: Take the FLORIDA'S TURNPIKE ramp. 0.1 miles
- 7: Take the ramp toward MIAMI. 0.2 miles
- 8: Merge onto FLORIDA'S TURNPIKE S (Portions toll). 22.6 miles
- 9: Take the SR-802 E exit- EXIT 93- toward I-95/AIRPORT/US-1/GREENACRES/LAKE WORTH. 0.7 miles
- 10: Turn LEFT onto LAKE WORTH RD/FL-802 E. 2.4 miles
- 11: End At 5700 Lake Worth Rd, Greenacres, FL 33463-4727

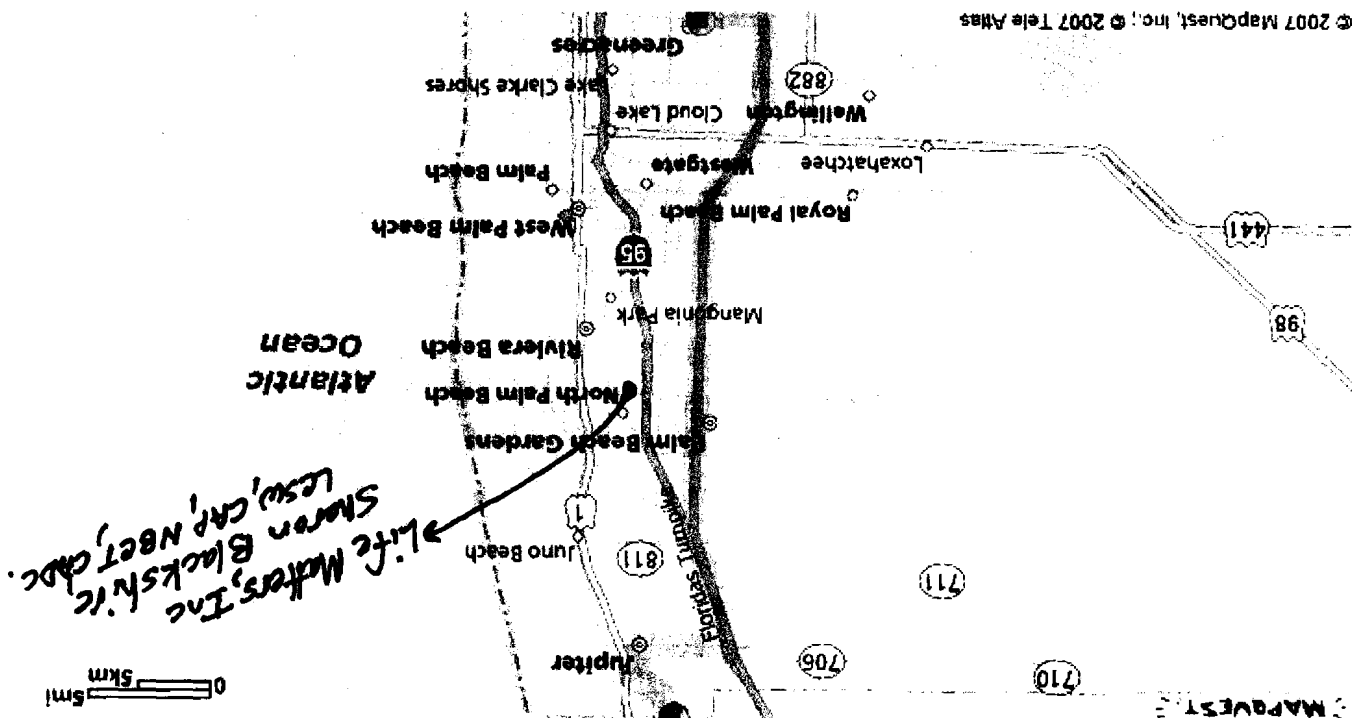
Estimated Time: 43 minutes Distance: 34.02 miles

B) 5700 Lake Worth Rd, Greenacres, FL 33463-4727

Total Estimated Time: 43 minutes

Distance: 34.01 miles

AETNA 2ND OF 2 COUNTY PROVIDERS FOR CHILDREN.



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# MAPQUEST

**Start:** 3307 Northlake Blvd  
Palm Beach Gardens, FL 33403-1703, US

**End:** 5700 Lake Worth Rd  
Greenacres, FL 33463-4727, US

**Notes:**









Only text visible within note field will print.

**WE JUST LOWERED RATES IN FLORIDA.**

**PROGRESSIVE** GET A FREE QUOTE

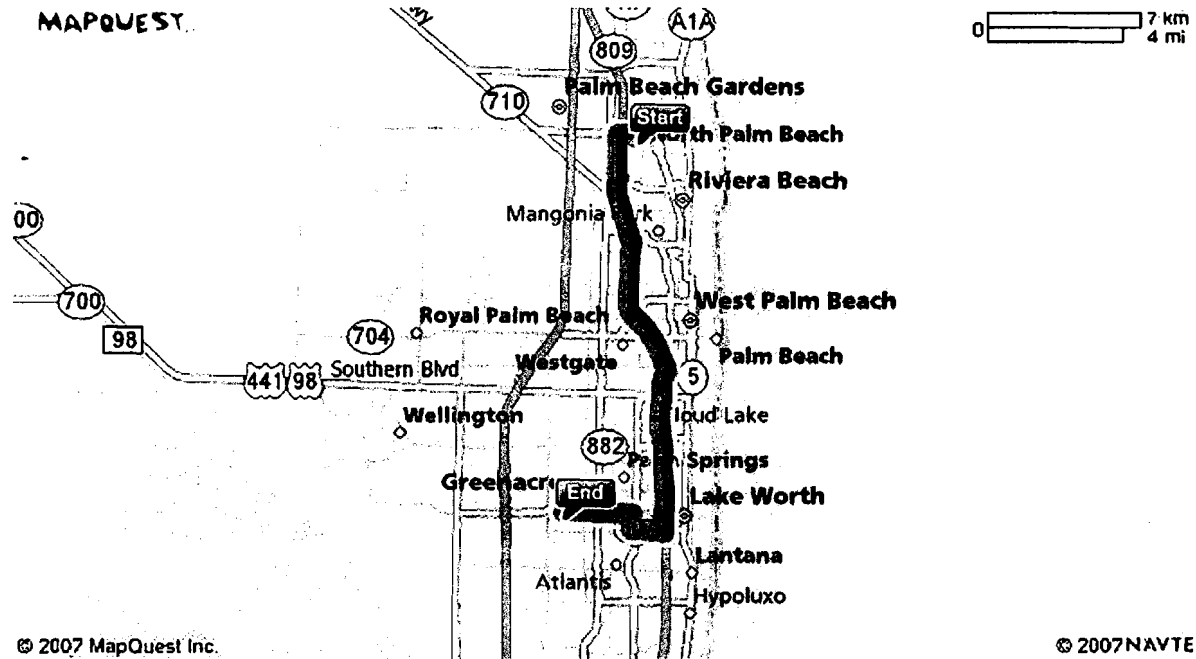
**Directions**

**Total Est. Time: 24 minutes**      **Total Est. Distance: 19.97 miles**

- |   |  | <b>Distance</b> |
|---|--|-----------------|
|    | <b>1:</b> Start out going WEST on NORTHLAKE BLVD / CR-809A W / FL-850 W toward MACARTHUR BLVD. | 0.8 miles       |
|  | <b>2:</b> Merge onto I-95 S via the ramp on the LEFT toward W PALM BCH.                        | 14.2 miles      |
|  | <b>3:</b> Take the 6TH AVE S exit- EXIT 63.  | 0.2 miles       |
|  | <b>4:</b> Turn RIGHT onto 6TH AVE S.   | 1.2 miles       |
|  | <b>5:</b> Turn RIGHT onto S CONGRESS AVE / FL-807 N.   | 0.5 miles       |
|  | <b>6:</b> Turn LEFT onto FL-802 W / LAKE WORTH RD.   | 2.7 miles       |
|  | <b>7:</b> Make a U-TURN at S 57TH AVE onto LAKE WORTH RD / FL-802 E.                           | <0.1 miles      |
|  | <b>8:</b> End at 5700 Lake Worth Rd<br>Greenacres, FL 33463-4727, US                           |                 |

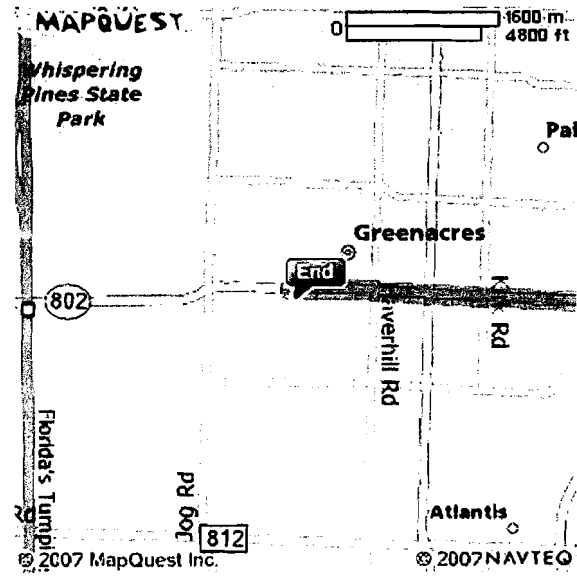
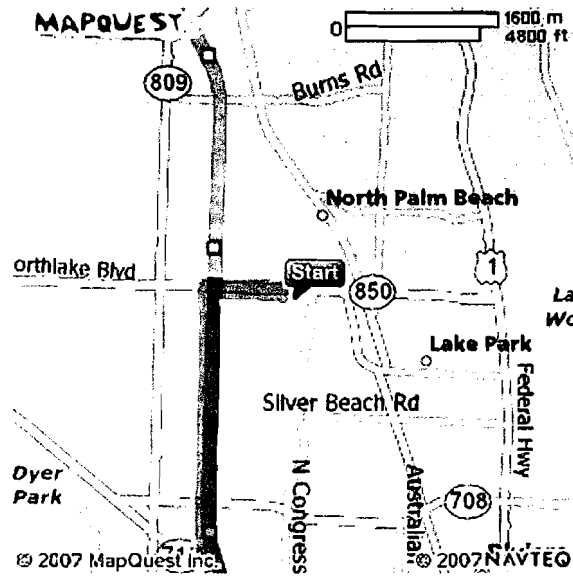
**Total Est. Time: 24 minutes**      **Total Est. Distance: 19.97 miles**

MY OFFICE  
TO SECOND  
PROVIDER!



**Start:**  
**3307 Northlake Blvd**  
 Palm Beach Gardens, FL 33403-1703, US

**End:**  
**5700 Lake Worth Rd**  
 Greenacres, FL 33463-4727, US



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Sharon Blackshire, LCSW, CADC, NBCT, CAP  
Licensed Clinical Social Worker  
Certified Alcohol and other Drug Counselor  
National Board Certified Teacher  
Certified Addiction Professional, FL  
Florida Supreme Court Mediator



Phone: (561) 881-4581  
Fax: (561) 881-1414  
encouragmt@aol.com  
www.lifematters.biz

3307 Northlake Boulevard, #104, Palm Beach Gardens, Florida 33403  
Mailing Address: 2002 Bonisle Circle, Palm Beach Gardens, Florida 33418

## CURRICULUM-VITAE

**CERTIFICATIONS:** Licensed Clinical Social Worker, FL #1043989, Certified Addictions Professional, CAP, FL #2865, Certified Alcohol and Other Drug Counselor, IL 12768; National Board Certified Teacher, #170110020. American Red Cross; First Aid and Adult CPR. Qualified Supervisor LCSW, LMHC/LMFT #8052, FL Supreme Court Mediator.

**3 AUTHORED PROGRAMS:** Choice Making: an Intervention for Children at Risk; Children of Dysfunctional Families, Fear Therapy as a Process Approach to Stress Alleviation, for adults.

**POST GRADUATE** '05 FL Supreme Court Family Mediator 40 hours  
'04 Clinical Supervision 18 hours  
'03 Sand Tray Therapy, College of Dupage, Glen Ellyn, IL 10 hours  
'02 Transforming the Difficult Child, with Howard Glasser 10 hours

**SCHOOLING:** '01 Psychotherapy with Older Adults (10 credit hours).  
'00 Personality Disorders in Social Work and Healthcare  
'00 and now '03, Chicago's Haymarket Center's Three Day "Summer Institute on Addictions;" Sex, and, Nicotine Addicts, '00 pre-conference day "Women's Issues."  
'97 NASW, 'Social Work With Groups: Getting Your Group Going and Growing, and Solutions for Solving Process Problems.'  
'97 Columbia Hospitals, FL 'Attention Deficit Disorders: A New Approach for Assessment and Treatment of Children, Adolescents, Adults.'

This follows: 20 years' experience with ADHD CHILDREN, including graduation from; Dr. Phelan's 123 Magic discipline program, **How to Talk So Kids Will Listen and Listen So Kids Will Talk, Systematic Training for Effective Parenting, Rainbows for Children** dealing with divorce, death and grieving; **The Peer Mediation Program for Conflict Resolution In Schools, and DARE, drug and alcohol prevention in-school program.**

'96-'98 Palm Beach Community College Fifth through Seventh South Florida Summer Institutes on Chemical Dependency.  
'95 Saulk Valley Community College, Dixon, IL "Families on the Brink."  
'95 College of Dupage-Addictions Counselor Training, CERTIFIED ALCOHOL AND OTHER DRUG ABUSE COUNSELOR, CADC (GPA 3.8): Illinois License 12768  
'94 & '95 Internship with Sennisippi Centers (Dixon, IL) included DUI Group, DARE Prevention Program, **Outpatient and Family Treatment Groups.**

**GRADUATE SCHOOLING:** Aurora University: School of Social Work, M.S.W. (GPA 3.9), Spring '94.

behavior management, curriculum innovations, computers. Taught grade 7 and 8 regular and advanced. Also, algebra and algebra honors, and gifted grades 6-8. National Board Certification Adolescent Mathematics, 2001. 2002-03, took a sabbatical from Palm Beach County public schools, mentoring 10 **Chicago Public School** math and science teachers completing their National Board Teacher Certification.

1994-95 **Bi-County Special Education Cooperative**; School Social Worker, 3 School Districts, 7 Principals in 10 schools Preschool - 12. 50 case studies, 5 groups, crisis management and counseling for murder, abuse, neglect, cult trauma, behavior disorders, ADHD, divorce. Collaboration with DCFS, Probation, and County Services, **Medicaid**. Member of Carroll County Youth Network, IASSW, NASW.

1987-1988 **Ciba Consumer Pharmaceuticals; Chicago Area Manager**; Managed; 4 states, 6 food brokers, 6 personal accounts, including Walgreens and Osco nationally.

1981-1983 **The Clorox Company; Chicago Region Manager**; Managed 5 states, 14 brands, 6 food brokers.

1975-1981 **Procter & Gamble; Four Sales Management Positions**, three locations, (SC, GA, OH), including National Accounts, e.g. Eckerd Drug.

**HUMAN SERVICES:** Youth; Alateen Sponsor, Junior Church Coordinator, Sunday School Teacher, ADHD/gifted support groups.  
Community; Church trustee, "Bible Study Fellowship," five year graduate. Parent Teacher Organization Fund-Raiser Chairperson. Member NASW, Women's Chamber of Commerce, Palm Beach County, South Florida Association of Christian Counselors.

**PERSONAL EXPERIENCES:**

- 1997 Florida CLAST Exam missed only 1 question.  
1994 Illinois School Social Work Exam scored 100% on Clinical Skills and Child Development sections.
- Lived in Australia as a teen. I have also traveled Europe, the Pacific, Canada, and the USA extensively, having lived in the North, Chicago, the South, TN, FL and SC, the East, NY, the West, CA, and the Mid-West, OH, KS, makes for a good conversationalist.
  - Divorced, three grown, successful children, one son diagnosed with ADHD when five years old, now an Eagle Scout, August college graduate, and Radio Shack Store Manager in 2006. Daughters that excelled in music (plays 5 instruments,) as the drum major two years and took her 500 piece band, the largest division, to National competition, now a college junior; and the oldest child, an Illinois State swimmer, completed her Masters in Counseling is working in the field as the clinical director for a children's orphanage in Virginia.

**Valley View Public Schools District 365; internship 1993-94:**  
High School; Alateen Group, **Behavior Disorder Group, Crisis interventions, and individual counseling.** Grade Schools; **Behavior Disorder Group, Rainbow (divorce), Group, Team Based Assessments and Staffings.**

**United Charities, Family Service DuPage (Wheaton/Woodridge), 1992-93:**  
Individual counseling with adult children of alcoholics and **sexual abuse survivors; Family Counseling; Rainbow Adolescent Group.**

**Central Dupage Hospital Alcohol Treatment Center, 1991:**  
Individual Evaluation, Assessment, Planning and Treatment. Facilitator of Patient Treatment and **Family Education Groups.**

**Course Work:** Psychopathology; Child Development; Adulthood; Exceptional Individual and Reluctant Learner; Crisis Intervention and Brief Treatment; Treatment of Child Sexual Abuse; Psychotherapy with Children and Youth; Social Work With (5 separate courses); Women; Minorities, Individuals, Families, and Groups; Integrated Methods; Ecological Perspective; Administration; and, Research 1-3.

**UNDERGRADUATE  
SCHOOLING:**

**B.S. Vanderbilt University 1975:** Majors; Pre-Law, Business, and Education. Certified 6-12 History, and Mathematics (FL) **NATIONAL BOARD CERTIFIED, 2001.**  
**Presbyterian Ladies College, Melbourne, Australia, 70**

**WORK EXPERIENCES: ( Previous Five Years in Month/Year Format)**

**07/97—Ongoing. Founder of Life Matters, Incorporated. A private counseling and consulting practice.** Specializations include treating individuals with addictions and/or ADHD and their families. Intensive outpatient for addictions, and dual diagnosis. Parenting workshops. Family Counseling, Children's Therapy, Groups, and Family Mediation.

**2002-and Ongoing Palm Beach Community College; Instructor, "Children First, for Divorcing Parents." Court mandated instruction**

**09/2004-01/2005 Clinical Director, Choices Recovery Center,** a partial hospitalization, addiction rehab program for adults. Responsibilities included supervision of 5 therapists, a Resident Manager, and 8 technicians, as well as complete programming and on call duties 24/7.

**09/2003-07/2004 Full time therapist for CARP,** adolescent unit, then female, then male units. Group therapy, educational groups, case management, caseload 12-14.

**08/2002-06/2003 South Central Community Services; therapist for alternative school for children and teens** expelled from The Chicago Public Schools. Individual therapy for twenty + individuals and two TX groups. PBIS behavior management co-coordinator.

**01/98-06/98 HANLEY HAZELDON AT ST. MARY'S, FL;** Outpatient Therapist. Aftercare Therapist Wednesday Nights. Sole evening provider. Group and Individual therapist.

**08/95-09 2003 The School District of Palm Beach County;** Dropout Prevention Teacher, mathematics, grade 6. Ninety students, parent interventions,





P.O. Box 5, Mail Stop U31W  
Blue Bell, PA 19422-9534

Antonio J. Rocchino  
Network Operations

~~AUGUST 2007~~  
~~March 2006~~

FROM:

Dear Health Care Professional:

**We invite you to join Aetna's Behavioral Health Network**

This new program will become effective January 1, 2006 for all Aetna products.

**Please review, sign and complete both copies of the enclosed documents**

A "Request for Application" form and a contract packet are included. The contract packet contains two (2) copies each of the following documents:

- ✓ ■ Provider Agreement (Behavioral Health)
- ✓ ■ Behavioral Health Provider Services and Compensation Schedule
- ✓ ■ Behavioral Health Provider Participation Criteria Schedule
- ✓ ■ Behavioral Health Service and Billing Location Form
- ✓ ■ Behavioral Health Product Participation Schedule
- ✓ ■ Aetna Market Fee Schedule
- ✓ ■ EAP Provider Agreement

**Send all documents back to:**



Aetna Behavioral Health  
P.O. Box 5, Mail Stop U31W  
Blue Bell, PA 19422-9534

We will execute both copies of the documents and return one fully executed set back to you.

If you are currently providing services to Aetna members through a Magellan contract, please understand that as of January 1, 2006, you will no longer be a participating provider with us, unless you are contracted with us directly.

If you have any questions, please call 1-800-999-5698.

Sincerely,

TO: Antonio J. Rocchino  
Network Operations

"Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies. The Aetna companies that offer, underwrite or administer benefits coverage include Aetna Health Inc., Aetna Health of California Inc., Aetna Health of the Carolinas Inc., Aetna Health of Illinois Inc., Aetna Life Insurance Company, Aetna Health Insurance Company of New York, Corporate Health Insurance Company and Aetna Health Administrators, LLC.



# Request For Application

Thank you for your interest in joining Aetna's network. The information below is needed in order to process your application request. **Please fax this completed form to Aetna Credentialing Customer Service at 860-636-3516.** Please do not include attachments at this time.

You should receive an acknowledgement of your request within 5-7 business days, once we receive your "Request for Application" form. Please note that completion of the "Request for Application" form does not guarantee participation in Aetna's network.

Aetna is a participant in the Council for Affordable Quality Healthcare (CAQH) initiative to simplify the credentialing process by eliminating extensive paperwork. Please refer to the enclosed "Aetna Credentialing Made Easier" flyer for more information. You may receive a Provider Outreach Kit and additional information from CAQH on its Universal Credentialing DataSource service.

Please print legibly inside the boxes provided.

### Practitioner Information:

Last Name: <b>BLACKSHIRE</b>		First Name: <b>SHARON</b>	MI: <b>A.</b>
Date of Birth (mm/dd/yyyy): <b>09/23/1953</b>	Type of Degree: <b>MSW</b>	Specialty in which you are applying: <b>BEHAVIORAL HEALTH NETWORK</b>	
Applying as: <input type="checkbox"/> Primary Care Physician (PCP) <input checked="" type="checkbox"/> Specialist <input type="checkbox"/> Allied Health Professional			
Medical License Number:	State in which Medical License is issued:	Tax Identification Number: <b>75-3199504</b>	
Are you applying to join an existing group that participates with Aetna? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Are you registered with CAQH? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

### Service Location Information:

Service Location Street: <b>3307 NORTHLAKE BLVD</b>				
Suite: <b>UNIT B-104 BANYAN PLACE</b>	City: <b>PALM BEACH GARDENS</b>	State: <b>FL</b>	County: <b>PALM BEACH</b>	Zip Code: <b>33403</b>
Service Location Phone Number: <b>561-881-4581</b>		Service Location Fax Number: <b>561-881-1414</b>		
Practice/Group Name:				

### Mailing Address Information: Complete ONLY if Mailing Address is different from the Service Location Address

Mailing Address Street: <b>2002 BONISLE CIRCLE</b>			
Suite:	City: <b>PALM BEACH GARDENS</b>	State: <b>FL</b>	Zip Code: <b>33418</b>

For questions regarding this form or your application request, please call an Aetna Credentialing Customer Service Professional at 1-800-353-1232, Monday-Friday, 8:30 a.m. to 5 p.m. Eastern Time.

"Aetna" includes a number of affiliated companies that are all subsidiaries of Aetna Inc. These companies include Aetna Health Inc.; Aetna Health of California Inc.; Aetna Health of the Carolinas Inc.; Aetna Health of Illinois Inc.; Aetna Dental Inc.; Aetna Dental of California Inc.; Aetna Life Insurance Company; Aetna Health Insurance Company of Connecticut, Aetna Health Insurance Company of New York; Corporate Health Insurance Company and/or Aetna Health Administrators, LLC.

As a practitioner, you have the right to correct discrepant or erroneous information by working directly with any reporting entities used during the credentialing process.

CAQH PRACTITIONER

**Behavioral Health  
Service and Billing Location Form**

Listed below is each Participating Provider with the corresponding physical office location, billing address and telephone numbers:

Provider Name: SHARON BLACKSHIRE  
LIFE MATTERS

Service Location: (Name) SHARON BLACKSHIRE		Billing Address	
Street:	2002 BONISLE CIRCLE	Address:	2002 BONISLE CIRCLE
Suite #:		Suite #:	
City:	PALM BEACH GARDENS	City:	PALM BEACH GARDENS
State, Zip:	FL 33418	State, Zip:	FL 33418
Phone #:	561-881-4581	Phone #:	561-881-4581
Fax #:	561-881-1414	Fax #:	561-881-1414
Email Address:	sharon@lifematters.biz	Email Address:	sharon@lifematters.biz
Tax ID#:	053-40-7306		

Company Use Only: PIN# \_\_\_\_\_ PVN# \_\_\_\_\_

Service Location: (Name) LifeMatters		Billing Address	
Street:	3307 NORTHLAKE BLVD	Address:	2002 BONISLE CIRCLE
Suite #:	UNIT B-104 BANYAN PLACE	Suite #:	
City:	PALM BEACH GARDENS	City:	PALM BEACH GARDENS
State, Zip:	FL 33418	State, Zip:	FL 33418
Phone #:	561-881-4581	Phone #:	561-881-4581
Fax #:	561-881-1414	Fax #:	561-881-1414
Email Address:	sharon@lifematters.biz	Email Address:	sharon@lifematters.biz
Tax ID#:	75-3199504		

Company Use Only: PIN# \_\_\_\_\_ PVN# \_\_\_\_\_

Service Location: (Name)		Billing Address	
Street:		Address:	
Suite #:		Suite #:	
City:		City:	
State, Zip:		State, Zip:	
Phone #:		Phone #:	
Fax #:		Fax #:	
Email Address:		Email Address:	
Tax ID#:			

Company Use Only: PIN# \_\_\_\_\_ PVN# \_\_\_\_\_

**Behavioral Health  
Service and Billing Location Form**

Listed below is each Participating Provider with the corresponding physical office location, billing address and telephone numbers:

Provider Name: SHARON BLACKSHIRE  
LIFE MATTERS

Service Location: (Name) SHARON BLACKSHIRE		Billing Address	
Street:	2002 BONISLE CIRCLE	Address: .	2002 BONISLE CIRCE
Suite #:		Suite #:	
City:	PALM BEACH GARDENS	City:	PALM BEACH GARDENS
State, Zip:	FL 33418	State, Zip:	FL 33418
Phone #:	561-881-4581	Phone #:	561-881-4581
Fax #:	561-881-4484 (1414)	Fax #:	561-881-1414
Email Address	sharon@lifematters.biz	Email Address	sharon@lifematters.biz
Tax ID#:	053-40-7306		

Company Use Only: PIN# PVN#

Service Location : (Name) LIFE MATTERS		Billing Address	
Street:	3307 NDRTH LAKE BLVD	Address:	2002 BONISLE CIRCLE
Suite #:	UNIT B-104 BANYAN PLACE	Suite #:	
City:	PALM BEACH GARDENS	City:	PALM BEACH GARDENS
State, Zip:	FL 33418	State, Zip:	FL 33418
Phone #:	561-881-4581	Phone #:	561-881-4581
Fax #:	561-881-1414	Fax #:	561-881-1414
Email Address	sharon@lifematters.biz	Email Address	sharon@lifematters.biz
Tax ID#:	75-3199504		

Company Use Only: PIN# PVN#

Service Location: (Name)		Billing Address	
Street:		Address:	
Suite #:		Suite #:	
City:		City:	
State, Zip:		State, Zip:	
Phone #:		Phone #:	
Fax #:		Fax #:	
Email Address		Email Address	
Tax ID#:			

Company Use Only: PIN# PVN#

**PROVIDER AGREEMENT (Behavioral Health)**

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## PROVIDER AGREEMENT (Behavioral Health)

This Provider Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 2006 ("Effective Date") by and between Aetna Health Inc., a Florida corporation, on behalf of itself and its Affiliates (hereinafter "Company") and Life Matters, Inc. (hereinafter "Provider").

**WHEREAS**, Company offers, issues and administers Full Risk Plans and Plans for Plan Sponsors that provide access to behavioral health care services (hereinafter "health care services") to Members; and

**WHEREAS**, Company contracts with certain health care providers and facilities to provide access to such health care services to Members; and

**WHEREAS**, Provider provides health care services to patients within the scope of Provider's licensure or accreditation; and

**WHEREAS**, Company and Provider mutually desire to enter into an arrangement whereby Provider will become a Participating Provider and render health care services to Members; and

**WHEREAS**, in return for the provision of health care services by Provider, Company will pay or arrange for the payment of Provider's claims for Covered Services under the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

### 1.0 DEFINITIONS

When used in this Agreement, all capitalized terms shall have the following meanings:

- 1.1 AAA. Defined in Section 8.3 of this Agreement.
- 1.2 Affiliate. Any corporation, partnership or other legal entity (including any Plan) directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company.
- 1.3 Agreement. Defined in first paragraph of this Agreement.
- 1.4 Clean Claim. Unless otherwise required by law or regulation, a claim which (a) is submitted within the proper timeframe as set forth in this Agreement and (b) has (i) detailed and descriptive medical and patient data, (ii) a corresponding referral (whether in paper or electronic format), if required for the applicable claim, (iii) whether submitted via an electronic transaction using permitted standard code sets (e.g., CPT-4, ICD-9, HCPCS) as required by the applicable Federal or state regulatory authority (e.g., U.S. Dept. of Health & Human Services, U.S. Dept. of Labor, state law or regulation) or otherwise, all the data elements of the UB-92 or HCFA-1500 (or successor standard) forms (including but not limited to Member identification number, social security number, date(s) of service, complete and accurate breakdown of services), and (c) does not involve coordination of benefits, and (d) has no defect or error (including any new procedures with no CPT code, experimental procedures or other circumstances not contemplated at the time of execution of this Agreement) that prevents timely adjudication.
- 1.5 Coinsurance. The percentage of the lesser of: (a) the rates established under this Agreement; or (b) Provider's usual, customary and reasonable billed charges, which a Member is required to pay for Covered Services under a Plan.
- 1.6 Company. Defined in first paragraph of this Agreement.

- 1.22 **Participating Provider.** Any mental health and/or substance abuse professional (which shall include psychiatrists, psychologists, social workers, psychiatric nurses, counselors, family or other therapists or other mental health/substance abuse professionals) or other individual or entity involved in the delivery of health care or ancillary services who or which has entered into and continues to have a current valid contract with Company to provide Covered Services to Members, and, where applicable, has been credentialed by Company or its designee consistent with Company's credentialing policies. Certain categories of Participating Providers may be referred to herein more specifically as, e.g., "Participating Physicians" or "Participating Hospitals."
- 1.23 **Party.** Company or Provider, as applicable.
- 1.24 **Plan.** A Member's health care benefits as set forth in the Member's Summary Plan Description, Certificate of Coverage or other applicable coverage document.
- 1.25 **Plan Sponsor.** An employer, insurer, third party administrator, labor union, organization or other person or entity which has contracted with Company to offer, issue and/or administer a Plan that is not a Full Risk Plan and has agreed to be responsible for funding benefit payments for Covered Services provided to Members under the terms of a Plan.
- 1.26 **Policies.** The policies and procedures promulgated by Company which relate to this Agreement, including, but not limited to: (a) quality improvement/management; (b) utilization management, including, but not limited to, precertification of elective admissions and procedures, concurrent review of services and referral processes or protocols; (c) pre-admission testing guidelines; (d) claims payment review; (e) member grievances; (f) Provider credentialing; (g) electronic submission of claims and other data required by Company; and (h) any applicable Participation Criteria as set forth in the **Participation Criteria Schedule** attached hereto and made a part hereof. Policies also include those policies and procedures set forth in the Company's manuals, Health Care Professional Toolkit or their successors (as modified from time to time); Clinical Policy Bulletins made available via Company's internet web site; and other policies and procedures, whether made available via a password-protected web site for Participating Providers (when available), by letter, newsletter, electronic mail or other media.
- 1.27 **Proprietary Information.** Any and all information, whether prepared by a Party, its advisors or otherwise, relating to such Party or the development, execution or performance of this Agreement whether furnished prior to or after the Effective Date. Proprietary Information includes but is not limited to, with respect to Company, the development of a pricing structure, (whether written or oral) all financial information, rate schedules and financial terms which relate to Provider and which are furnished or disclosed to Provider by Company. Notwithstanding the foregoing, the following shall not constitute Proprietary Information:
- (a) information which was known to a receiving Party (a "Recipient") prior to receipt from the other Party (a "Disclosing Party") (as evidenced by the written records of a Recipient);
  - (b) information which was previously available to the public prior to a Recipient's receipt thereof from a Disclosing Party;
  - (c) information which subsequently became available to the public through no fault or omission on the part of a Recipient, including without limitation, the Recipient's officers, directors, trustees, employees, agents, contractors and other representatives;
  - (d) information which is furnished to a Recipient by a third party which a Recipient confirms, after due inquiry, has no confidentiality obligation, directly or indirectly, to a Disclosing Party; or
  - (e) information which is approved in writing in advance for disclosure or other use by a Disclosing Party.
- 1.28 **Provider.** Defined in first paragraph of this Agreement.
- 1.29 **Provider Services.** Defined in Section 2.1 of this Agreement.
- 1.30 **Records.** Defined in Section 5.3.2 of this Agreement.
- 1.31 **Rules.** Defined in Section 8.3 of this Agreement.

or other authorization(s) mandated by governmental regulatory agencies, including without limitation DEA certification (unless such certification is not a criterion of participation for Provider under the **Participation Criteria Schedule**), and an unrestricted license to practice medicine in the state(s) in which Provider maintains offices and provides Provider Services to Members; (b) it is, and will remain throughout the term of this Agreement, in compliance with all applicable Federal and state laws and regulations related to this Agreement and the services to be provided hereunder, including, without limitation, statutes and regulations related to fraud, abuse, discrimination, disabilities, confidentiality, self-referral, false claims and prohibition of kickbacks; (c) Provider has and shall maintain throughout the term of this Agreement unrestricted hospital privileges at a Participating Hospital (unless the maintenance of such privileges is not a criterion of participation for Provider under the **Participation Criteria Schedule**); and (d) this Agreement has been executed by its duly authorized representative; and (e) executing this Agreement and performing its obligations hereunder shall not cause Provider to violate any term or covenant of any other agreement or arrangement now existing or hereinafter executed.

2.4.2 **Qualified Personnel.** Provider also represents that Provider has established an ongoing quality assurance/assessment program which includes, but is not limited to, credentialing of employees and subcontractors. Provider shall supply to Company the relevant documentation, including, but not limited to, internal quality assurance/assessment protocols, state licenses and certifications, Federal agency certifications and/or registrations upon request. Provider further represents that all personnel employed by, associated or contracted with Provider who treat Members: (a) are and shall remain throughout the term of this Agreement appropriately licensed and/or certified and supervised (when and as required by state law), and qualified by education, training and experience to perform their professional duties; and (b) shall act within the scope of their licensure or certification, as the case may be. Company may audit Provider's compliance with this Section upon prior written notice.

2.4.3 **Government Program Representations.** Company has or may seek a contract to serve Medicare and Medicaid beneficiaries ("Government Programs"). To the extent Company participates in such Government Programs, Provider agrees, on behalf of itself and any subcontractors of Provider acting on behalf of Provider, to be bound by all rules and regulations of, and all requirements applicable to, such Government Programs. Provider acknowledges and agrees that all provisions of this Agreement shall apply equally to any employees, independent contractors and subcontractors of Provider who provide or may provide Covered Services to Members of Government Programs, and Provider represents and warrants that Provider shall take all steps necessary to cause such employees, independent contractors and subcontractors to comply with the Agreement and all applicable laws, rules and regulations and perform all requirements applicable to Government Programs. With respect to Members of Government Programs, Provider acknowledges that compensation under this Agreement for such Members constitutes receipt of Federal funds.

2.5 **Provider's Insurance.**

During the term of this Agreement, Provider agrees to procure and maintain such policies of general and professional liability and other insurance at minimum levels required from time to time by Company, but in no event less than: (a) professional liability insurance at a minimum level of \$1,000,000 per claim/\$3,000,000 annual aggregate and (b) comprehensive general liability insurance at a minimum level of \$1,000,000 per claim/\$3,000,000 annual aggregate. Such insurance coverage shall cover the acts and omissions of Provider as well as those of Provider's agents and employees. Provider agrees to deliver memorandum copies of such policies to Company upon request. Provider agrees to make best efforts to provide to Company at least thirty (30) days advance notice, and in any event will provide notice as soon as reasonably practicable, of any cancellation or material modification of said policies.

2.6 **Product Participation.**

Provider agrees to participate in the Plans and other health benefit products listed on the **Product Participation Schedule** attached hereto and made a part hereof. Company reserves the right to introduce and designate Provider's participation in new Plans, Specialty Programs and products during the term of this Agreement and will provide Provider with written notice of such new Plans, Specialty Programs and products and the associated compensation.



injuries or death occasioned directly or indirectly in connection with the performance of any service by Company under this Agreement and the administration of Plans.

#### 4.0 CLAIMS SUBMISSIONS, COMPENSATION AND MEMBER BILLING

##### 4.1 Claim Submission and Payment.

4.1.1 Provider Obligation to Submit Claims. Provider agrees to submit Clean Claims for non-capitated services to Company for Provider Services rendered to Members. To the extent that Provider submits claim and/or encounter data related to a Member enrolled in a Government Program, Provider certifies that any such data is accurate, complete and truthful. Provider represents that, where necessary, it has obtained signed assignments of benefits authorizing payment for Provider Services to be made directly to Provider. To the extent Provider is capable of submitting claims electronically, Provider and Company will cooperate as necessary to facilitate submission in such manner. If Provider submits a claim electronically, Provider shall not submit a claim to Company in paper form unless Company fails to pay or otherwise respond to electronic claims submission in accordance with the time frames required under this Agreement or applicable law or regulation. Provider agrees that Company, or the applicable Plan Sponsor, will not be obligated to make payments for billings received more than one hundred and twenty (120) days from (a) the date of service or, (b) the date of receipt of the primary payer's explanation of benefits when Company is the secondary payer. This requirement will be waived in the event Provider provides notice to Company, along with appropriate evidence, of other extraordinary circumstances outside the control of Provider that resulted in the delayed submission. In addition, unless Provider notifies Company of any payment disputes within one hundred twenty (120) days of receipt of payment from Company, such payment will be considered full and final payment for the related claims. If Provider does not bill Company or Plan Sponsors, or disputes any payment, timely as provided in this Section 4.1.1, Provider's claim for payment will be deemed waived and Provider will not seek payment from Plan Sponsors, Company or Members. Provider shall pay on a timely basis all employees, independent contractors and subcontractors who render covered services to members of company's Medicare plans for which Provider is financially responsible pursuant to this Agreement.

Provider agrees to permit rebundling to the primary procedure those services considered part of, incidental to, or inclusive of the primary procedure and make other adjustments for inappropriate billing or coding (e.g., duplicative procedures or claim submissions, mutually exclusive procedures, gender/procedure mismatches, age/procedure mismatches). To the extent Provider is billing on a CMS 1500, as of the Effective Date, in performing rebundling and making adjustments for inappropriate billing or coding, Company utilizes a commercial software package (as modified by Company for all Participating Providers in the ordinary course of Company's business) which commercial software package relies upon Medicare and other industry standards in the development of its rebundling logic.

4.1.2 Company Obligation to Pay Covered Services. Company agrees to: (a) pay Provider for Covered Services rendered to Members of Full Risk Plans, and (b) notify Plan Sponsors to forward payment to Company for payment to Provider for Covered Services rendered to a Plan Sponsor's Members. Such payment shall be made as follows: (a) for capitated services Provider shall be paid according to the rates set forth in the **Services and Compensation Schedule** attached hereto and made a part hereof; (b) for non-capitated services: the lesser of (i) Provider's actual billed charges; (ii) the rates set forth in the **Services and Compensation Schedule**; or (iii) the fee schedule then in effect as applicable to such Member's Plans, within forty-five (45) days (or such shorter time as required by applicable law or regulation) of actual receipt by Company of a Clean Claim. While Company may pay claims on behalf of Plan Sponsors, Provider and Company acknowledge that Company has no legal responsibility for the payment of such claims for Covered Services rendered to a Plan Sponsor's Members; provided, however, that Company agrees to reasonably assist Provider as appropriate in collecting any such payments. Company may, from time to time, notify Provider of overpayments to Provider, and Provider agrees to cooperate with Company to secure the return of any such overpayment or payment made in error (e.g., a duplicate payment or payment for services rendered by Provider to a patient who was not a Member) within a reasonable period of time. In the event Company is unable to secure the

Except as otherwise required under applicable Federal, state law or regulation or a Plan, (a) when Company and Provider agree that Company or a Plan Sponsor, as the case may be, is the primary payer under applicable coordination of benefit principles, Company or such Plan Sponsor agrees to pay in accordance with this Agreement, and (b) when Company or a Plan Sponsor is secondary under said principles, and payment from the primary payer is less than the compensation payable under this Agreement without coordination of benefits, then Company or Plan Sponsor will pay Provider the amount of the difference between the amount paid by the primary payer and the compensation payable under this Agreement, absent other sources of payment; provided, however, that if payment from this primary payer is greater than or equal to the compensation payable under this Agreement without coordination of benefits, neither Company, Plan Sponsor nor the applicable Member (in accordance with Section 4.3.2 below) shall have any obligation to Provider. Notwithstanding anything to the contrary in this section, in no event shall Provider collect more than Medicare allows if Medicare is the primary payer.

#### 4.3 Member Billing.

4.3.1 Permitted Billing of Members. Provider may bill or charge Members only in the following circumstances: (a) applicable Copayments, Coinsurance and/or Deductibles not collected at the time that Covered Services are rendered; (b) a Plan Sponsor becomes insolvent or otherwise fails to pay Provider in accordance with applicable Federal law or regulation (e.g., ERISA) provided that Provider has first exhausted all reasonable efforts to obtain payment from the Plan Sponsor; and (c) services that are not Covered Services only if: (i) the Member's Plan provides and/or Company confirms that the specific services are not covered; (ii) the Member was advised in writing prior to the services being rendered that the specific services may not be Covered Services; and (iii) the Member agreed in writing to pay for such services after being so advised. Provider acknowledges that Company's denial or adjustment of payment to Provider based on Company's performance of utilization management as described in Section 4.1.3 or otherwise is not a denial of Covered Services under this Agreement or under the terms of a Plan, except if Company confirms otherwise under this Section 4.3. Provider may bill or charge individuals who were not Members at the time that services were rendered.

4.3.2 Holding Members Harmless. Provider hereby agrees that in no event, including, but not limited to the failure, denial or reduction of payment by Company, insolvency of Company or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse (i) against Members or persons acting on their behalf (other than Company) or (ii) any settlement fund or other res controlled by or on behalf of, or for the benefit of, a Member for Covered Services. This provision shall not prohibit collection of Copayments, Coinsurance, Deductibles or other supplemental charges made in accordance with the terms of the applicable Plan. Provider further agrees that this Section 4.3.2: (a) shall survive the expiration or termination of this Agreement regardless of the cause giving rise to termination and shall be construed for the benefit of Members; and (b) supersedes any oral or written contrary agreement or waiver now existing or hereafter entered into between Provider and Members or persons acting on their behalf.

To protect Members, Provider agrees not to seek or accept or rely upon waivers of the Member protections provided by this Section 4.3.

## 5.0 COMPLIANCE WITH POLICIES

### 5.1 Policies.

Provider agrees to accept and comply with Policies of which Provider knows or reasonably should have known (e.g., Clinical Policy Bulletins or other Policies made available to Participating Providers generally, including, but not limited to those set forth in Section 4.1.3). Company may at any time modify Policies. Company will provide ninety (90) days prior notice by letter, newsletter, electronic mail or other media, of Material Changes. Failure by Provider to object in writing to any Material Change within thirty (30) days following receipt thereof constitutes Provider's acceptance of such Material Change. In the event that Provider reasonably believes that a Material Change is likely to have a material adverse financial impact upon Provider's practice, Provider agrees to notify Company, specifying the specific bases demonstrating a likely material adverse financial impact, and the Parties will negotiate in good faith an appropriate amendment, if

continue for the longer of (i) ten (10) years from the end of the final contract period of any government contract of Company, (ii) the date HHS, the U.S. Comptroller General, or their designee complete an audit, or (iii) the period required by applicable laws, rules or regulations. This Section 5.3.3 shall survive the termination of this Agreement, regardless of the cause of termination.

5.4 Accreditation and Review Activities.

Provider agrees to cooperate with any review of Company or a Plan conducted by the National Committee for Quality Assurance (NCQA) or a Federal or state agency with authority over Company and/or the Plan, as applicable.

5.5 Proprietary Information.

5.5.1 Rights and Responsibilities. Each Party agrees that the Proprietary Information of the other Party is the exclusive property of such Party and that each Party has no right, title or interest in the same. Each Party agrees to keep the Proprietary Information and this Agreement strictly confidential and agrees not to disclose any Proprietary Information or the contents of this Agreement to any third party, except to governmental authorities having jurisdiction and, in the case of Company's disclosure, to Members, Plan Sponsors, consultants or vendors under contract with Company, or as otherwise directed by the other Party. Except as otherwise required under applicable Federal or state law, each Party agrees to not use any Proprietary Information of the other Party, and at the request of the other Party hereto, return any Proprietary Information upon termination of this Agreement for whatever reason. This Section 5.5.1 shall survive the termination of this Agreement for one (1) year, regardless of the cause of termination.

5.5.2 Certain Exceptions. Notwithstanding Section 5.5.1 Provider, shall have the right and is encouraged to discuss with its patients pertinent details regarding the diagnosis of the patient's condition, the nature and purpose of any recommended procedure, the potential risks and benefits of any recommended treatment, and any reasonable alternatives to such treatment. In addition, Provider is encouraged to discuss Company's provider reimbursement methodology with Provider's patients, including descriptions of the methodology under which Provider is reimbursed (but expressly excluding the specific rates paid hereunder, due to their competitively sensitive nature). Provider's obligations under this Agreement not to disclose Proprietary Information does not apply to any disclosures to a patient determined by Provider to be necessary or appropriate for the diagnosis and care of a patient, except to the extent such disclosure would otherwise violate Provider's legal or ethical obligations.

6.0 **TERM AND TERMINATION**

6.1 Term.

This Agreement shall be effective for an initial term ("Initial Term") of three (3) year(s) from the Effective Date, and thereafter shall automatically renew for additional terms of one (1) year each, unless and until terminated in accordance with this Article 6.0.

6.2 Termination without Cause.

This Agreement may be terminated at any time by either Party upon at least ninety (90) days prior written notice to the other Party and to the Florida Department of Insurance ("DOI"); provided, however, that no termination of this Agreement pursuant to this Section 6.2 shall be effective during the Initial Term hereof.

6.3 Termination for Breach.

This Agreement may be terminated at any time by either Party upon at least sixty (60) days prior written notice of such termination to the other Party and when termination is initiated by Provider to the DOI upon material default or substantial breach by such Party of one or more of its obligations hereunder, unless such material default or substantial breach is cured within sixty (60) days of the notice of termination; provided, however, if such material default or substantial breach is incapable of being cured within such sixty (60) day period, any termination pursuant to this Section 6.3 will be ineffective for the period reasonably necessary to cure such breach if the breaching party has taken all steps reasonably capable of being performed within such sixty (60) day period. Notwithstanding the foregoing, the effective date of such termination may be extended

In the event of any dispute between the Parties in which a Party has provided notice of termination under Section 6.3 and the dispute is required to be resolved or is submitted for resolution under Article 8.0 below, the termination of this Agreement shall be stayed and the Parties shall continue to perform under the terms of this Agreement until the final resolution of the dispute.

## **7.0 RELATIONSHIP OF THE PARTIES**

### **7.1 Independent Contractor Status.**

The relationship between Company and Provider, as well as their respective employees and agents, is that of independent contractors, and neither shall be considered an agent or representative of the other Party for any purpose, nor shall either hold itself out to be an agent or representative of the other for any purpose. Company and Provider will each be solely liable for its own activities and those of its agents and employees, and neither Company nor Provider will be liable in any way for the activities of the other Party or the other Party's agents or employees arising out of or in connection with: (a) any failure to perform any of the agreements, terms, covenants or conditions of this Agreement; (b) any negligent act or omission or other misconduct; (c) the failure to comply with any applicable laws, rules or regulations; or (d) any accident, injury or damage. Provider acknowledges that all Member care and related decisions are the responsibility of Provider and that Policies do not dictate or control Provider's clinical decisions with respect to the care of Members. Provider agrees to indemnify and hold harmless the Company from any and all claims, liabilities and third party causes of action arising out of the Provider's provision of care to Members. Company agrees to indemnify and hold harmless the Provider from any and all claims, liabilities and third party causes of action arising out of the Company's administration of Plans. This provision shall survive the expiration or termination of this Agreement, regardless of the reason for termination.

### **7.2 Use of Name.**

Provider consents to the use of Provider's name and other identifying and descriptive material in provider directories and in other materials and marketing literature of Company in all formats, including, but not limited to, electronic media. Provider may use Company's names, logos, trademarks or service marks in marketing materials or otherwise, upon receipt of Company's prior written consent, which shall not be unreasonably withheld.

### **7.3 Interference with Contractual Relations.**

Provider shall not engage in activities that will cause Company to lose existing or potential Members, including but not limited to: (a) advising Company customers, Plan Sponsors or other entities currently under contract with Company to cancel, or not renew said contracts; (b) impeding or otherwise interfering with negotiations which Company is conducting for the provision of health benefits or Plans; or (c) using or disclosing to any third party membership lists acquired during the term of this Agreement for the purpose of soliciting individuals who were or are Members or otherwise to compete with Company. Nothing in this Section 7.3 is intended or shall be deemed to restrict (i) any communication between Provider and a Member determined by Provider to be necessary or appropriate for the diagnosis and care of the Member and otherwise in accordance with Section 5.5.2; or (ii) notification of participation status with other HMOs or insurers. This Section shall continue to be in effect for a period of one (1) year after the expiration or termination of this Agreement.

## **8.0 DISPUTE RESOLUTION**

### **8.1 Member Grievance Dispute Resolution.**

Provider agrees to (a) cooperate with and participate in Company's applicable appeal, grievance and external review procedures (including, but not limited to, Medicare appeals and expedited appeals procedures), (b) provide Company with the information necessary to resolve same, and (c) abide by decisions of the applicable appeals, grievance and review committees.

### **8.2 Provider Grievance Dispute Resolution.**

Company shall provide an internal mechanism whereby Provider may raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Provider shall exhaust this internal

9.6 Successors; Assignment.

This Agreement relates solely to the provision of Provider Services by Provider and does not apply to any other organization which succeeds to Provider assets, by merger, acquisition or otherwise, or is an affiliate of Provider. Neither Party may assign its rights or delegate its duties and obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld; provided, however, that Company may assign its rights or delegate its duties and obligations to an Affiliate or successor in interest so long as any such assignment or delegation will not have a material impact upon the rights, duties and obligations of Provider.

9.7 Headings.

The headings contained in this Agreement are included for purposes of convenience only, and shall not affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.

9.8 Notices.

Unless otherwise specified herein, any notice required to be given pursuant to the terms and provisions hereof shall be effective only if given in writing and sent by overnight delivery service with proof of receipt, or by certified mail return receipt requested. Notices shall be sent to the following addresses (which may be changed by giving notice in conformity with this Section 9.8). Provider shall notify Company of any changes in the information provided by Provider below.

To Provider at:

SHARON BLACKSHIRE  
LIFE MATTERS  
2002 BONISLE CIRCLE  
PALM BEACH GARDENS, FL 33418

and to Company at:

Aetna Behavioral Health  
930 Harvest Drive, U31W  
P.O. Box 5  
Blue Bell, PA 19422

9.9 Remedies.

Notwithstanding Sections 8.3 and 9.3, the Parties agree that each has the right to seek any and all remedies at law or equity in the event of breach or threatened breach of Section(s) 5.5, 6.6 and 7.3.

9.10 Non-Exclusivity.

This Agreement is not exclusive, and nothing herein shall preclude either Party from contracting with any other person or entity for any purpose. Company makes no representation or guarantee as to the number of Members who may select or be assigned to Provider.

9.11 Force Majeure.

If either Party shall be delayed or interrupted in the performance or completion of its obligations hereunder by any act, neglect or default of the other Party, or by an embargo, war, act of terror, riot, incendiary, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not restricted to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof. This Section 9.11 shall not apply to either Party's obligations to pay any amounts owing to the other Party, nor to any strike or labor dispute involving such Party or the other Party.

9.12 Survival.

**BEHAVIORAL HEALTH PROVIDER  
PARTICIPATION CRITERIA SCHEDULE**

**I. BUSINESS CRITERIA**

**A. Applicability**

1. These criteria shall apply to each Provider applicant for participation and each Provider participating in Plans, and shall be enforced at the sole discretion of Company<sup>1</sup>.
2. Each applicant for participation as a Provider must have documentation that the criteria stated below have been met for at least six months prior to application.
3. Each participating Provider must continue to meet the following criteria for the duration of participation in the Plans.

**B. General**

1. Each applicant must fully complete the provider application form, and each applicant and participating Provider must periodically supply to Company all requested information, including the confidential information forms.
2. If Provider is part of a group practice, all providers in the group must meet these Participation Criteria and must agree to participate in all Plans covered under the Group Agreement.
3. Where required by state law, Provider shall have entered into an appropriate supervisory or professional relationship agreement with a physician and/or has adopted practice protocols. Any state required collaborative or consultative agreements must be filed with the appropriate state regulatory agency.
4. If providers practicing the Specialty have prescription authority under applicable state law, Provider must have an unrestricted right to prescribe medications to the fullest extent permitted under state law for providers practicing in the Specialty.

**C. Office Standards**

1. Each Provider's office must:
  - a. Be clean, presentable, and have a professional appearance;
  - b. Where required by law, be handicapped accessible to all patients, including but not limited to its entrance, parking and bathroom facilities;
  - c. Complete a **Location Schedule**, attached hereto, identifying the address and physical location(s) of the Provider's office(s).
2. Any exceptions to the above must be approved in advance by the Company Quality Improvement Committee.

**D. Availability of Services and Coverage**

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<sup>1</sup> "Company" is defined in the opening paragraph of the Agreement

## **G. Philosophy**

1. Provider must be supportive of the philosophy and concept of managed care and Company. Provider shall not differentiate or discriminate in the treatment of, or in the access to treatment of, patients on the basis of their status as Members, or other grounds identified in the Agreement.
2. Provider shall have the right and is encouraged to discuss with his or her patients pertinent details regarding the diagnosis of the patient's condition, the nature and purpose of any recommended procedure, the potential risks and benefits of any recommended treatment, and any reasonable alternatives to such recommended treatment.
3. Provider's obligations under the Agreement not to disclose Proprietary Information do not apply to any disclosures to a patient determined by Provider to be necessary or appropriate for the diagnosis and care of a patient, except to the extent such disclosure would otherwise violate Provider's legal or ethical obligations.
4. Provider is encouraged to discuss Company's provider reimbursement methodology with Provider's patients who are Members, subject to Provider's general contractual and ethical obligations not to make false or misleading statements. Accordingly, Proprietary Information does not include descriptions of the methodology under which Provider is reimbursed, although such Proprietary Information does include the specific rates paid by Company due to their competitively sensitive nature.

## **II. PROFESSIONAL CRITERIA**

### **A. Licensure**

1. When applicable, Provider must be state licensed, Medicare and Medicaid approved, and have such accreditation(s) as shall be required by Company.

### **B. Continuing Education**

Provider shall meet the continuing education requirements as required by state law. Provider must demonstrate having met such continuing education requirements for the three years immediately prior to submitting application for participation. However, if an applicant has been in practice less than three years, or has had a hiatus in practice, the applicant need only demonstrate having met such continuing education requirements during the period of Provider's practice.

## **III. PROFESSIONAL COMPETENCE AND CONDUCT**

### **A. General**

1. Provider must be of sound moral character and must not have been indicted, arrested for or charged with, or convicted of any felony or criminal charge related to moral turpitude or the practice of medicine.
2. Provider must not have engaged in any unprofessional conduct, unacceptable business practices or any other act or omission which may raise concerns about possible future substandard professional performance, competence or conduct.

**BEHAVIORAL HEALTH**  
**PRODUCT PARTICIPATION SCHEDULE**

Participation under this Agreement will include the Aetna Products indicated below and compensation for these products will be according to the Services and Compensation Schedule attached to this Agreement.

- Gated Health Benefit Product – Commercial Plan which contains a Primary Care Physician as a component of the Plan design regardless of whether selection of a Primary Care Physician is mandatory or voluntary under the terms of the Plan and regardless of whether an individual Member has selected a Primary Care Physician. Gated Product includes but is not limited to: HMO, QPOS, USAccess, Elect Choice, Managed Choice POS, Aetna Choice POS II, and Aetna Select.
- Non-Gated Health Benefit Product – Commercial Plan which DOES NOT allow for the designation and/or use of a Primary Care Physician in the administration of the benefit Plan. Non-Gated Product includes but is not limited to: Open Choice PPO and National Advantage.
- Government Programs – All plans offered by Company under any government contract serving Medicare, Medicaid and Children's Health Insurance Program beneficiaries. Government Programs include but are not limited to: Aetna Golden Medicare Plan and Aetna Golden Choice Plan.
- Non-Health Benefit Products – Including but not limited to: Aetna Workers' Compensation Access.



**BEHAVIORAL HEALTH PROVIDER  
SERVICES AND COMPENSATION SCHEDULE**

**COMPENSATION:**

**SERVICES:**

Provider will provide services which are within the scope of and appropriate to the Provider's license and certification to practice.

**COMPENSATION TERMS AND CONDITIONS:**

**Definitions**

**"Aetna Market Fee Schedule" (AMFS)** – A fee schedule that is based upon the contracted location where service is performed. This fee schedule is updated annually.

**General**

- a) Rates are inclusive of any applicable Member Copayment, Coinsurance or Deductible. For procedures and/or services not specifically listed above, Provider agrees to accept then current AMFS as payment in full. Company will pay the lesser of the contracted rate or eligible billed charges.
- b) CPT-4 codes included in the Professional Component of this Agreement apply to the services rendered and are not limited to the specialty of the performing provider.

**Billing**

- c) Provider must designate the codes set forth in this Compensation Schedule when billing.

**Coding**

- d) Company utilizes nationally recognized coding structures including, but not limited to, Revenue Codes as described by the Uniform Billing Code, AMA Current Procedural Terminology (CPT4), CMS Common Procedure Coding System (HCPCS), Diagnosis Related Groups (DRG), ICD-9 Diagnosis and Procedure codes, National Drug Codes (NDC) and the American Society of Anesthesiologists (ASA) relative values for the basic coding, and description for the services provided. As annual changes are made to nationally recognized codes, Company will update internal systems to accommodate new codes no later than July 1 of each year. Such changes will only be made when there is no material change in the procedure itself. Until updates are complete, the procedure will be paid according to the standards and coding set for the prior period.

Company will comply and utilize nationally recognized coding structures as directed under applicable Federal laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA).

**1-1-06 Florida Individual/Group - AMFS (Aetna Market Fee Schedule)**

<b>State</b>	<b>Product</b>	<b>Service Code</b>	<b>ML</b>
FL	Gated Products	90801	\$55.00
FL	Gated Products	90802	\$55.00
FL	Gated Products	90804	\$35.00
FL	Gated Products	90805	\$0.00
FL	Gated Products	90806	\$45.00
FL	Gated Products	90807	\$0.00
FL	Gated Products	90808	\$45.00
FL	Gated Products	90809	\$0.00
FL	Gated Products	90810	\$35.00
FL	Gated Products	90811	\$0.00
FL	Gated Products	90812	\$45.00
FL	Gated Products	90813	\$0.00
FL	Gated Products	90814	\$45.00
FL	Gated Products	90815	\$0.00
FL	Gated Products	90816	\$35.00
FL	Gated Products	90817	\$0.00
FL	Gated Products	90818	\$45.00
FL	Gated Products	90819	\$0.00
FL	Gated Products	90821	\$45.00
FL	Gated Products	90822	\$0.00
FL	Gated Products	90823	\$35.00
FL	Gated Products	90824	\$0.00
FL	Gated Products	90826	\$45.00
FL	Gated Products	90827	\$0.00
FL	Gated Products	90828	\$45.00
FL	Gated Products	90829	\$0.00
FL	Gated Products	90846	\$45.00
FL	Gated Products	90847	\$45.00
FL	Gated Products	90849	\$25.00
FL	Gated Products	90853	\$25.00
FL	Gated Products	90857	\$25.00
FL	Gated Products	90862	\$0.00
FL	Gated Products	90870	\$0.00
FL	Gated Products	90871	\$0.00
FL	Gated Products	90880	\$45.00
FL	Gated Products	90901	\$40.00
FL	Gated Products	96101	\$0.00
FL	Gated Products	96116	\$0.00
FL	Gated Products	99058	\$72.00

\* Fees included on this schedule and all rates negotiated between Aetna and health care providers are considered confidential, commercially valuable information that is not publicly available. Consequently, all rate information contained herein is to be maintained by you in a confidential manner and can not be disclosed to any third parties. Fees are also subject to change.

**1-1-06 Florida Individual/Group - AMFS (Aetna Market Fee Schedule)**

<b>State</b>	<b>Product</b>	<b>Service Code</b>	<b>ML</b>
FL	Non-Gated Products	90801	\$70.00
FL	Non-Gated Products	90802	\$70.00
FL	Non-Gated Products	90804	\$30.00
FL	Non-Gated Products	90805	\$0.00
FL	Non-Gated Products	90806	\$60.00
FL	Non-Gated Products	90807	\$0.00
FL	Non-Gated Products	90808	\$60.00
FL	Non-Gated Products	90809	\$0.00
FL	Non-Gated Products	90810	\$30.00
FL	Non-Gated Products	90811	\$0.00
FL	Non-Gated Products	90812	\$60.00
FL	Non-Gated Products	90813	\$0.00
FL	Non-Gated Products	90814	\$60.00
FL	Non-Gated Products	90815	\$0.00
FL	Non-Gated Products	90816	\$30.00
FL	Non-Gated Products	90817	\$0.00
FL	Non-Gated Products	90818	\$60.00
FL	Non-Gated Products	90819	\$0.00
FL	Non-Gated Products	90821	\$60.00
FL	Non-Gated Products	90822	\$0.00
FL	Non-Gated Products	90823	\$30.00
FL	Non-Gated Products	90824	\$0.00
FL	Non-Gated Products	90826	\$60.00
FL	Non-Gated Products	90827	\$0.00
FL	Non-Gated Products	90828	\$60.00
FL	Non-Gated Products	90829	\$0.00
FL	Non-Gated Products	90846	\$60.00
FL	Non-Gated Products	90847	\$60.00
FL	Non-Gated Products	90849	\$45.00
FL	Non-Gated Products	90853	\$45.00
FL	Non-Gated Products	90857	\$45.00
FL	Non-Gated Products	90862	\$0.00
FL	Non-Gated Products	90870	\$0.00
FL	Non-Gated Products	90880	\$60.00
FL	Non-Gated Products	90901	\$58.00
FL	Non-Gated Products	96101	\$0.00
FL	Non-Gated Products	96102	\$0.00
FL	Non-Gated Products	96103	\$0.00
FL	Non-Gated Products	96116	\$0.00

\* Fees included on this schedule and all rates negotiated between Aetna and health care providers are considered confidential, commercially valuable information that is not publicly available. Consequently, all rate information contained herein is to be maintained by you in a confidential manner and can not be disclosed to any third parties. Fees are also subject to change.

## EAP PROVIDER AGREEMENT

THIS AGREEMENT (the "Agreement"), effective the 1st day of March 2006, (the "Effective Date"), is by and between Aetna Behavioral Health, LLC, on behalf of itself and its affiliates ("Company"), and Life Matters ("Provider").

**WHEREAS**, Company offers and administers an employee assistance program ("EAP") for certain employers; and

**WHEREAS**, Company contracts with certain EAP providers ("Provider") to provide access to EAP services to individuals who are eligible to receive such Company-administered EAP services ("Members"); and

**WHEREAS**, Company and Provider mutually desire to enter into an arrangement whereby Provider will become a participating Company EAP Provider and render EAP services to Members within the scope of Provider's licensure; and

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

### 1.0 PROVIDER SERVICES AND OBLIGATIONS

1.1 Provision of Services. Provider shall provide those authorized EAP services (hereinafter "EAP Services") described in the **Services and Compensation Schedule**, attached hereto and made a part hereof, to Members up to the maximum number of sessions that a Member is entitled to receive under the terms and conditions of the Member's EAP program administered by Company (the "EAP Program"). Provider may not provide any EAP Services to Members unless and until Provider has been fully credentialed and approved by Company.

1.2 Routine and Urgent Care. Provider shall offer to Members an appointment for EAP Services within three to five business days for routine cases, and within 48 hours for urgent cases.

1.3 Non-Discrimination. Provider agrees (a) not to differentiate or discriminate in the treatment of or in the quality of EAP Services delivered to participating members on the basis of race, color, national origin, sex, age, religion, ancestry, marital status, sexual orientation, disability, disabled Veteran status, place of residence, health status, credit worthiness, or source of payment, and (b) to render EAP Services to all members in the same manner, in accordance with the same standards and within the same time availability as offered his or her other patients.

1.4 Provider's Insurance. During the term of this Agreement, Provider agrees to procure and maintain such policies of general and professional liability and other insurance at minimum levels required from time to time by Company, but in no event less than: (a) professional liability insurance at a minimum level of \$1,000,000 per claim/\$3,000,000 annual aggregate, and (b) comprehensive general liability insurance at a minimum level of \$1,000,000 per claim/\$3,000,000 annual aggregate. Such insurance coverage shall cover the acts and omissions of Provider as well as those of Provider's agents and employees. Provider agrees to deliver memorandum copies of such policies to Company upon request. Provider agrees to make best efforts to provide to Company at least thirty (30) days advance written notice, and in any event will provide written notice as soon as reasonably practicable, of any cancellation or material modification of said insurance policies.

#### 4.0 TERM OF AGREEMENT

4.1 Term. This Agreement shall be effective for an initial term of one year commencing upon the Effective Date, and thereafter shall automatically renew for additional terms of one (1) year, unless and until terminated in accordance with this Article 4.0.

4.2 Termination without Cause. Either party may terminate this Agreement without cause at any time by providing at least ninety (90) days advance written notice to the other party.

4.3 Immediate Termination. Any of the following events shall result in the immediate termination of this Agreement by Company, upon notice to Provider, at Company's discretion at any time: (a) the suspension, withdrawal, expiration, revocation or non-renewal of any federal, state or local license, or other legal credential, authorizing Provider to provide EAP Services; (b) Provider's indictment, arrest or conviction as it concerns any criminal charge that Company determines relates to, or in any way impairs, Provider's provision of EAP Services; (c) the loss or material limitation of Provider's insurance under Section 1.4 of this Agreement; (d) a determination by Company that Provider's continued participation in Company's EAP Provider network could result in harm to Members; or (e) any false statement or material omission by Provider in the participation application, and all other requested information, as determined by Company.

4.4 Obligations Following Termination. Upon the effective date of the termination of this Agreement (except for the termination of this Agreement by Company in accordance with Section 4.3 above), Provider agrees to continue to provide EAP Services to Members who, upon termination of the Agreement, are in the course of receiving such EAP Services from Provider.

#### 5.0 RELATIONSHIP OF THE PARTIES

5.1 Independent Contractor Status. The relationship between Company and Provider, as well as their respective employees and agents, is that of independent contractors, and neither shall be considered an agent or representative of the other party for any purpose, nor shall either hold itself out to be an agent or representative of the other for any purpose. Company and Provider will each be solely liable for its own activities and those of its agents and employees, and neither Company nor Provider will be liable in any way for the activities of the other party or the other party's agents or employees arising out of or in connection with: (a) any failure to perform any of the agreements, terms, covenants or conditions of this Agreement; (b) any negligent act or omission or other misconduct; (c) the failure to comply with any applicable laws (which term, as it is used throughout this Agreement, refers to all applicable state and federal rules and/or regulations); or (d) any accident, injury or damage. Provider acknowledges that the provision of all EAP Services and care to Members are the responsibility of Provider and those Policies do not dictate or control Provider's clinical decisions with respect to the provision of EAP Services and care to Members. Provider agrees to indemnify and hold harmless Company from any and all claims, liabilities and third party causes of action arising solely and directly out of the Provider's provision of EAP Services and care to Members. Company agrees to indemnify and hold harmless Provider from any and all claims, liabilities and third party causes of action arising solely and directly out of Company's administration of the EAP plan. This provision shall survive the expiration or termination of this Agreement, regardless of the reason for termination.

5.2 Use of Name. Provider consents to the use of Provider's name and other identifying and descriptive material in provider directories and in other materials and marketing literature of Company in all formats, including, but not limited to, electronic media. Provider may use Company's names, logos, trademarks or service marks in marketing materials or otherwise, upon receipt of Company's prior written consent, which shall not be unreasonably withheld.

**EMPLOYEE ASSISTANCE PROGRAM (EAP) PROVIDER  
SERVICES AND COMPENSATION SCHEDULE**

Company shall pay Provider for authorized EAP Services (hereinafter "EAP Services") rendered to Members in accordance with this Services and Compensation Schedule.

**COMPENSATION**

<b>Description of Services</b>	<b>CODE</b>	<b>Rate</b>
Assessment & Referral--an authorized counseling session with a Member.	90801,90802,90804,90806,90810,90816,90823,90821,90826,90880,90807,90809,90813,90815,90819,90846,90847,90849,90853,90857,99241-99245,99058	\$60.00
Critical Incident Stress Debriefing--an authorized consultation session associated with a sudden, unanticipated event that results in a high degree of distress.	Critical Incident Stress Debriefing	\$150.00.per hour
Training & Education--an authorized EAP-related training session provided in the workplace.	Training and Education	\$125.00 per hour

**SERVICES**

Provider shall provide EAP Services that are within the scope of, and appropriate to, the Provider's license and certification to practice.

**GENERAL**

**1. Payment**

Provider agrees to accept, as payment in full, the rates set forth above for EAP Services rendered.

**2. Billing**

When submitting Claims for EAP Services to Company, Provider must (i) designate the codes set forth in this Services and Compensation Schedule, and (ii) include all applicable Claims information.

**3. Coding**

Company will comply with, and utilize, nationally-recognized coding structures as required pursuant to applicable laws, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA). Accordingly, Provider shall comply with all such coding structures utilized by Company, which coding structures may be amended from time to time by Company, at Company's discretion, to comply with applicable laws.