



August 17, 2015

Attn: KEN BARRY
CENTRIA HEALTHCARE LLC
2011 COUNTRY BROOK LN
ALLEN, TX 75002-2614

Dear CENTRIA HEALTHCARE LLC:

Welcome to the Magellan network!

Magellan Healthcare* is pleased to provide a fully executed original of your Participation Agreement. You now are eligible for referrals and to serve Magellan members as an in-network provider, as outlined in your Agreement.

We encourage you to take frequent and full advantage of the many tools and resources on our provider website, www.MagellanHealth.com/provider, designed to make working with us quick and easy. (See attached flyer for more detail.) To access the secure online tools, use the same username (600992993) and the password that you created when you signed up for electronic funds transfer.

You'll also find our National Provider Handbook** online, which includes members' rights and responsibilities, as well as information specific to serving members of particular plans and states.

If you have any questions, please do not hesitate to contact Provider Services at 1-800-788-4005.

Thank you for joining the Magellan provider network. We look forward to working with you to offer quality care and service to members.

Sincerely,

Matt Miller
National Vice President, Behavioral Health Network

Enclosures: Provider Agreement
Website Tools & Resources

*In California, Magellan does business as Human Affairs International of California, Inc. and/or Magellan Health Services of California, Inc. - Employer Services. Other Magellan entities include Magellan Healthcare, Inc. f/k/a Magellan Behavioral Health, Inc.; Merit Behavioral Care; Magellan Health Services of Arizona, Inc.; Magellan Behavioral Care of Iowa, Inc.; Magellan Behavioral Health of Florida, Inc.; Magellan Behavioral of Michigan, Inc.; Magellan Behavioral Health of Nebraska, Inc.; Magellan Behavioral Health of New Jersey, LLC; Magellan Behavioral Health of Pennsylvania, Inc.; Magellan Behavioral Health Providers of Texas, Inc.; and their respective affiliates and subsidiaries: all of which are affiliates of Magellan Health, Inc. (collectively "Magellan").

**If you have extenuating circumstances that prevent Internet access, you may request a hard copy of the handbook and applicable supplements. Fax your exception request to 1-888-656-5730.



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Complete Letter

AUTISM ADDENDUM
TO
MAGELLAN HEALTHCARE INC.
PROVIDER AGREEMENT

THIS ADDENDUM, by and between Magellan Behavioral of Michigan, Inc., for itself and on behalf of its Affiliates ("Magellan") and CENTRIA HEALTHCARE ("Provider") is effective as of 8-11-15. The term "Provider" as used in this Addendum, refers to the Provider (where this Addendum is attached to a Magellan Provider Participation Agreement for individual providers or a Magellan Group Provider Participation Agreement for group providers), or to the health care organization, facility or other provider of ASD Covered Services in the case of any other type of Magellan provider agreement (the "Agreement").

WHEREAS, this Addendum is intended to extend the obligations of the parties set forth in the Agreement, for the provision of services related to Autism Spectrum Disorders.

1. DEFINITIONS

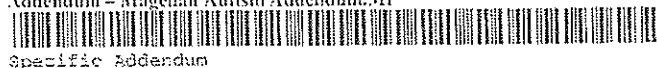
- 1.1 "Applied Behavior Analysis" or "ABA": The design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including, but not limited to, the use of direct observation, measurement, and functional analysis of the relations between environment and behavior.
- 1.2 "Autism Spectrum Disorders" or "ASD": Any of the pervasive developmental disorders defined in the most recent version of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders.
- 1.3 "ASD Covered Services": Diagnostic assessments and treatment of ASD as set forth in the Member's Benefit Plan and authorized by Magellan and other behavioral rehabilitative services authorized by Magellan.
- 1.4 "Behavior Analyst": An individual who designs, implements or evaluates a component of an ABA treatment plan. Magellan recognizes the practitioner types listed below as providers of ASD Covered Services. Behavior Analysts must be credentialed or approved in accordance with Magellan's Credentialing Criteria for the applicable practitioner type.
 - 1.4.1 "Behavior Analyst Masters/Doctoral" – This Provider is responsible for developing the ABA treatment plan and completing the treatment outcomes tool. This Provider is also responsible for supervising Behavior Analyst Bachelors and Behavior Analyst Support Staff.
 - 1.4.2 "Behavior Analyst Bachelors" – These providers may not be individually credentialed by Magellan. However, the criteria to meet this practitioner type must be verified as being met by the Behavior Analyst Masters/Doctoral who is serving as supervisor. The supervisory relationship must be described in a formal, written document.
 - 1.4.3 "Behavior Analyst Support Staff" – These providers are not individually credentialed by Magellan. However, the criteria to meet this practitioner type must be verified as being met by the Behavior Analyst Masters/Doctoral who is serving as supervisor. The supervisory relationship must be described in a formal, written document.
- 1.5 "Diagnostic Assessment of Autism Spectrum Disorders": Medically necessary evaluations, assessments or tests performed by a Qualifying Treating Health Professional, as defined herein, to diagnose whether an individual has an Autism Spectrum Disorder.

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proprietary information of Magellan.

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Addendum - Magellan Autism Addendum.M1

Revision Date: 2/26/14



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Specific Addendum

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BY: [illegible]

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**MAGELLAN HEALTHCARE, INC.
GROUP PROVIDER PARTICIPATION AGREEMENT**

THIS AGREEMENT (the "Agreement"), effective 8-17, 2015 is by and between MAGELLAN HEALTHCARE, INC., for itself and on behalf of its Affiliates ("Magellan") and CENTRIA HEALTHCARE ("Group") and all mental health and chemical dependency providers employed or controlled by the Group ("Health Care Professional") individually and collectively referred herein to as "Provider."

WHEREAS, Magellan or an Affiliate of Magellan, has contracted with one or more health insurance programs and/or employers to provide mental health and/or substance abuse treatment services to Members covered by Benefit Plans sponsored or issued by Payors, as defined in this Agreement; and

WHEREAS, Group is licensed under the laws of the state of MI _____ to provide mental health and substance abuse treatment services and is interested in contracting with Magellan to provide those services for the benefit of health insurance program members and individuals covered by the employer's benefit plans; and

WHEREAS, Magellan and Group mutually desire to preserve and enhance patient dignity;

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 the parties hereto as follows:

**SECTION 1
Definitions**

Affiliate: A Person that, now or hereafter, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with Magellan, Magellan Health, Inc., Green Spring Health Services, Inc., Merit Behavioral Care Corporation, Human Affairs International, Inc., and/or CMG Health, Inc. For the purposes hereof, the term "Affiliate" shall include "New Affiliate" unless the context otherwise requires.

Affiliate Contract: A contract in effect between Provider and a New Affiliate prior to the date on which the New Affiliate became an Affiliate of Magellan.

Benefit Plan: A health insurance program's or employer's written benefit plan which contains the terms and conditions of coverage.

Coinurance: The percent of covered expense for which the Member is responsible in accordance with the terms of the Benefit Plan.

Control: The term "control" (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Copayment: The amount charged to Members at the time services are rendered in accordance with the terms of the Benefit Plan.

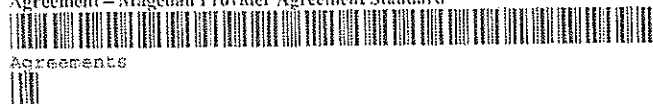
Covered Services: The outpatient and/or inpatient mental health and/or substance abuse treatment services set forth in the Member's Benefit Plan and authorized by Magellan.

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Customary Charge: The usual, reasonable and customary fees charged by a Participating Provider or Provider which do not exceed the fees the Participating Provider or Provider would charge any other person regardless of whether the person is a Member.

Deductible: The annual amount charged to Members for health services and which Members are required to pay in accordance with the terms of the Benefit Plan.

Emergency: The sudden and unexpected onset of a medical condition or severe symptoms of sufficient severity that the absence of immediate medical attention within twenty-four (24) hours could reasonably be expected to cause physical harm to the life and safety of the Member and/or others. Magellan shall determine, in its reasonable discretion and in accordance with applicable state and federal law, whether a particular set of facts constitutes an Emergency; provided, however, that Payor may have ultimate authority to review and approve any findings of an Emergency.

Health Care Professional: A 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 duly licensed and qualified in the state where Covered Services are provided under this Agreement) who satisfies Magellan credentialing requirements, who practices as a shareholder, partner, employee, member, or consultant of Group and is covered under this Agreement.

Magellan Policies and Procedures: Shall include all Magellan standards, policies, procedures, definitions, criteria, and guidelines as stated in Magellan handbooks, manuals, and other documents, as amended from time to time by Magellan.

Medically Necessary Covered Services: Covered Services, including professional services and supplies rendered by a provider to identify or treat an illness that has been diagnosed or is suspected, and which are: (a) consistent with (i) the efficient diagnosis and treatment of a condition; and (ii) standards of good medical practice; (b) required for other than convenience; (c) the most appropriate supply or level of service; (d) unable to be provided in a more cost-effective and efficient manner; and (e) unable to be provided at a facility providing a less intensive level of care or as otherwise defined in Member's Benefit Plan. When applied to inpatient care, the term means: The needed care cannot be safely given on other than an inpatient basis.

Member: Any subscriber or eligible dependent of a subscriber who is covered under an agreement with Payor for Covered Services and that Payor has contracted with Magellan for the provision, referral, and/or authorization of mental health and/or substance abuse treatment services.

New Affiliate: A Person that becomes an Affiliate of Magellan after the date of this Agreement and with which the Provider has an Affiliate Contract.

Participating Provider: A facility or mental health and/or substance abuse professional (which shall include psychiatrist, psychologist, social worker, psychiatric nurse, counselor and other mental health/substance abuse professionals or group) including Health Care Professionals who has entered into a Participation Agreement with Magellan to provide mental health/substance abuse treatment services to Members, are approved by the Payor, and if appropriate, has active staff privileges on the staff of a Participating Provider.

Payor: The health insurance program, employer or other entity contracting directly or indirectly with Magellan and which has ultimate responsibility for payment of Covered Services rendered to Members.

Person: An individual, a corporation, a partnership, a limited liability company, an association, a trust or other entity or organization including a government or political subdivision or an agency or instrumentality thereof.

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SECTION 2

Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide Medically Necessary Covered Services to each Member who is authorized by Magellan to receive such services to the extent designated on the Exhibits to this Agreement. Such services shall be rendered within the scope of Provider's licensure and in compliance with applicable laws and regulations, Magellan's Policies and Procedures, Payor's policies and procedures and, if applicable, the standards of the Joint Commission on Accreditation of Health Care Organizations ("JCAHO") and/or Committee on Accreditation of Rehabilitation Facilities ("CARF").

Provider shall provide Covered Services in a manner which: (a) offers quality health care; (b) offers health care delivery in a cost-effective manner; (c) documents the medical care provided in conformance with Federal, State, and local laws and regulations and Magellan's accreditation guidelines; and (d) protects the confidentiality of Member's medical records. Provider may communicate with Members regarding available treatment options regardless of the Member's benefit coverage limitations. Provider may communicate with Members regarding available treatment options regardless of the Member's benefit coverage limitations. The parties shall not enter into a financial incentive plan to reduce or limit the provision of Medically Necessary Covered Services to Members. Provider shall not abandon any Member receiving treatment services from Provider.

Section 2.2 Compliance with Policies and Procedures. Provider and Health Care Professionals shall be bound by and provide Covered Services in compliance with Magellan Policies and Procedures. Payor's applicable policies and the requirements of the National Committee for Quality Assurance ("NCQA"). Failure to comply with Magellan's Policies and Procedures may result in sanctions such as, but not limited to the loss of reimbursement and/or termination of this Agreement.

Section 2.2.1 Utilization Review/Management, Quality Improvement, Peer Review and Appeal and Grievance Procedures. Provider agrees to cooperate and participate with all utilization review/management, quality improvement, peer review, appeal and grievance procedures, or other similar programs established by Magellan or Payor. Provider shall permit access to any and all portions of the medical record which resulted from the services rendered to Member by Provider pursuant to the terms of this Agreement. Provider acknowledges that Magellan's utilization review program and/or quality improvement program may include on-site review of Covered Services to Members and agrees to permit Magellan staff on-site access. Provider agrees to be bound by any final determination of Magellan and/or Payor as it relates to any Member receiving Covered Services from Provider under this Agreement. Provider agrees that Magellan Healthcare, Inc. and its Affiliates may share information related to utilization review/management, quality improvement, peer review, and grievances, as Magellan Healthcare, Inc. deems necessary.

Section 2.2.2 Compliance with Credentialing and Recredentialing Policies and Procedures. Provider agrees to comply with Payor's and Magellan's credentialing and recredentialing policies and procedures. Provider represents and warrants that information provided to Magellan in connection with its credentialing application to be a Participating Provider or otherwise, in connection with this Agreement is true and correct in all material respects. Provider shall notify Magellan of any material change to any item or information previously provided to Magellan. Provider further agrees that any such information which is subsequently found to be false could result in sanctions including, but not limited to termination of this Agreement. Provider understands that all providers in the Group must comply with Magellan's credentialing policies and procedures before they are accepted as Participating Providers. Provider also understands that Health Care Professionals may be individually terminated by Magellan as Participating Providers pursuant to Section 11 of this Agreement. Provider agrees that Magellan Healthcare, Inc. and its Affiliates may share information related to credentialing and recredentialing, as Magellan Healthcare, Inc. deems necessary.

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Section 2.2.3 Member Communications. Notwithstanding any other provision in this Agreement and regardless of any benefit or coverage exclusions associated with a Member's Benefit Plan, Provider shall not be prohibited from discussing fully with a Member any issues related to the Member's health including recommended treatments, treatment alternatives, treatment risks and the consequences of any benefit coverage or payment decisions made by Magellan or any other party. Nothing in this Agreement shall prohibit Provider from disclosing to Member the general methodology by which Provider is compensated under this Agreement. Magellan shall not refuse to allow or to continue the participation of an eligible Provider, or refuse to compensate Provider in connection with services rendered, solely because Provider has in good faith communicated with one or more of current, former or prospective Members regarding the provisions, terms or requirements of a Benefit Plan as they relate to the health needs of such Member.

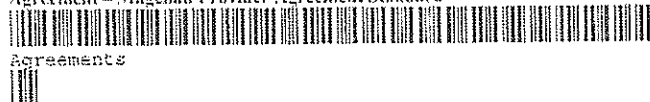
Section 2.2.4 Credentialing of Health Care Professionals. The parties agree that only Health Care Professionals who have been fully credentialed by and in accordance with Magellan's credentialing policies and procedures, which comply with the requirements of NCQA, will render services to Members. Provider shall not permit any Health Care Professional who is provisionally credentialed by Magellan to render services to any Member. Provider and each Health Care Professional shall comply with all of Magellan's credentialing requirements prior to rendering any services to Members.

Section 2.2.5 Relationship between Provider and Health Care Professionals. Provider shall require Health Care Professionals and their respective employees and subcontractors to comply with and be bound by all applicable terms of this Agreement. Provider represents and warrants that (a) it has the authority to act on behalf of Health Care Professionals, and (b) its arrangements with Health Care Professionals bind the Health Care Professionals to all requirements and commitments contained in this Agreement, including, but not limited to, credentialing, recredentialing, utilization review, quality improvement, confidentiality, and billing procedures. Provider shall have Health Care Professionals acknowledge and agree that Health Care Professionals are not entitled to receive any compensation directly for services to Members provided by the Provider and that compensation for such services will be paid to Provider. Provider shall have Health Care Professionals agree that Magellan may use Health Care Professional's name in Magellan's list of participating providers. Provider shall have Health Care Professionals agree that any required notices may be delivered to Health Care Professional in care of Provider and duly authorized representatives of Provider may enter into commitments with Magellan and/or amend this Agreement on behalf of the Health Care Professionals. Provider shall immediately notify Magellan, in writing, in the event that a Health Care Professional ceases to be affiliated with Provider for any reason.

Section 2.3 Authorization and Notification Requirements. All Covered Services provided to Members by Provider must be authorized by Magellan prior to or at the time of rendering services, or in accordance with Magellan's Policies and Procedures and Payor's applicable policies and procedures, subject to the applicable state and federal laws and Member's Benefit Plan. Failure to obtain authorization from Magellan in accordance with Magellan's Policies and Procedures may result in sanctions including, but not limited to, the loss of reimbursement and/or termination of this Agreement, subject to the applicable state and federal laws. Magellan's utilization management procedures shall not diminish Provider's obligation to render Covered Services consistent with the applicable standard of care.

Section 2.4 Reimbursement

Section 2.4.1 Member Eligibility Verification. Provider shall verify the status of any Member's eligibility for Covered Services by contacting Payor or Magellan; non-covered services are not eligible for payment by Payor or Magellan and may not be eligible for payment by Member, in accordance with the terms of Section 2.4.6.



Section 2.4.2 Compensation to Provider. Provider agrees to accept payment from Payor or Magellan for Covered Services provided to Members under this Agreement as payment in full, less any Copayments, Coinsurance or Deductibles which are due from Members for such services. Provider agrees that such payment shall be made in accordance with the attached Exhibits. Provider shall not be paid by Payor, Magellan or Member for Covered Services that are deemed not Medically Necessary Covered Services by Magellan. In the event of an overpayment to Provider by Magellan or Payor, Magellan and/or Payor shall have the right to offset such overpayment against payments owed to Provider by Magellan or Payor, as the case may be.

Section 2.4.3 Performance Guarantees. If Magellan determines that deficiencies identified and reported in writing to Provider relating to the Quality Management Program, Utilization Review Program, credentialing, recredentialing, encounter reporting, or financial reporting have not been corrected by Provider within a reasonable period of time, a final notice shall be sent to Provider requiring that Provider correct such deficiencies within thirty (30) days of notice. If such deficiencies are not corrected within the thirty (30) days cure period, then Provider's compensation hereunder may be reduced at Magellan's discretion up to 10% of the applicable compensation. Reduction of compensation shall begin on the first of the month after the end of the thirty (30) day notice period. At such time as the Provider remedies such deficiencies to the satisfaction of Magellan, Magellan shall no longer reduce compensation related to those deficiencies.

Section 2.4.4 Claims Processing. Provider agrees to submit all itemized claims for reimbursement no later than sixty (60) days from the date Covered Services are rendered, or in accordance with Magellan's Policies and Procedures or Payor's applicable policies.

Section 2.4.5 Coordination of Benefits. Provider shall coordinate the benefits and other third party claims for services rendered to Members. In any case where a Member has primary coverage from some third party payor other than the Payor, Provider shall bill such other third party payor and shall advise Magellan of any and all payments received from any source other than Payor for Covered Services rendered to Members.

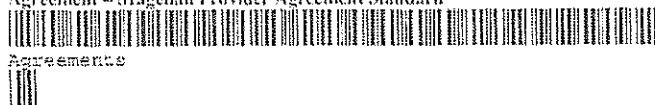
Section 2.4.6 Member Hold Harmless Commitment. Provider agrees that in no event, including but not limited to non-payment by Magellan or Payor, insolvency or breach of this Agreement, shall Provider or its contractors or employees bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Members or any other persons other than Magellan or any such Payor, for services provided pursuant to this Agreement. In the event a Member requires services which are beyond the scope or duration of Medically Necessary Covered Services under this Agreement, Provider shall verify with Payor that the Payor has no independent obligation to provide those non-Covered Services and if that verification is obtained from Payor, Provider may bill the Member for those non-Covered Services; provided, however, that prior to delivering such services, Provider informs the Member that such services are non-Covered Services and Member elects in writing to receive those non-Covered Services prior to having such services delivered. Any rate charged by Provider to a Member for non-Covered Services in accordance with the provisions of this Section, shall be the rates negotiated by Provider and Magellan for such services as set forth in the Exhibits to this Agreement. This provision shall not prohibit collection of any applicable Copayments, Coinsurance or Deductibles billed in accordance with the Benefit Plans of Members and shall not prohibit collection of fees resulting from Member's failure to comply with his/her Benefit Plan. Provider further agrees that: this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member; and this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Member, or persons acting on their behalf, other than any written agreements entered into pursuant to the terms of this Section; and any modifications, additions, or deletions to this provision shall become effective on a date no earlier than that specified by the Insurance Commissioner of the state in which services are rendered, if required.

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SECTION 3 Duties of Magellan

Section 3.1 Clinical Services. Magellan agrees to provide, as Magellan deems necessary, case management coordination including ongoing assessment to facilitate Member's treatment by Provider.

Section 3.2 Claims Payment. Magellan will make commercially reasonable efforts to pay, or direct Payors to pay, "Clean Claims" within sixty (60) days or within the time period mandated by the applicable state law. A "Clean Claim" is defined as a properly completed claim form as designated by Magellan (such as a UB-04 or CMS-1500), submitted in accordance with Magellan's Policies and Procedures which does not require research from any outside source or involve coordination of benefits, third party liability or subrogation.

SECTION 4 Relationship Between Parties

Section 4.1 Relationship Between Magellan and Provider. The relationship between Magellan and Provider is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 5 Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Magellan and Payor against any and all claims, liability, damages or judgments asserted against, imposed upon or incurred by Magellan and/or Payor that arise out of the acts or omissions of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Provider Liability Insurance. Provider who is a physician shall maintain, at Provider's sole expense, (1) professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate; (2) errors and omissions insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate; and (3) comprehensive general and/or umbrella liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. All other professional providers shall maintain, at Provider's sole expense, (1) professional liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate; (2) errors and omissions insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate; and (3) comprehensive general and/or umbrella liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate. Provider's and other health care professionals' professional liability and errors and omissions insurance shall be either occurrence or claims-made. If the insurance policy is claims-made, Provider shall be required to furnish and maintain an extended period reporting endorsement ("tail policy") under such terms and conditions as may be reasonably required by Magellan. Prior to or within 30 days following execution of this Agreement by Provider and at each policy renewal thereafter, Provider shall submit to Magellan in writing evidence of insurance coverage. Provider shall notify Magellan in writing, within 10 days of (a) any changes in carrier, termination of, renewal of or any material changes in Provider's liability insurance, including reduction of limits, erosion of aggregate, changes in retention or non-payment of premium (b) any settlement, judgment or other disposition of any malpractice or similar claim against Provider.

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SECTION 6
Laws, Regulations, Licenses and Accreditation

Section 6.1 Laws, Regulations, Licenses and Accreditation. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws. Provider further agrees that it will conform with all standards of JCAHO or such other applicable accrediting authority as Magellan may specify. Upon written request by Magellan, Provider shall provide Magellan with a copy of its statement of accreditation status and survey from JCAHO or other accrediting body. Without limiting the foregoing, Provider warrants that it holds and will continue to hold an unrestricted license to practice in the State where Covered Services are rendered under this Agreement and that it has all other permits and licenses required for operation. Additionally, Provider represents that it has engaged duly licensed and qualified staff. Provider shall notify Magellan in writing, within 10 days of: (a) any suspension, revocation, condition, limitation, qualification or other restriction, or upon initiation of any investigation or action which could reasonably lead to such restriction on Provider's licenses, certification and permits by any federal authority or by any state in which Provider is authorized to provide health care services, or (b) any charges of malpractice or professional or ethical misconduct brought against Provider or any Health Care Professional employed by or under contract with Provider. Further, Provider shall notify Magellan in writing within 10 days in the event of: (a) any change in the licensure or privileges of any Provider staff member, including but not limited to suspension, revocation, condition, limitation, qualification or other restriction, or upon initiation of any action which could reasonably lead to such restriction of such Provider's staff member's license, certification and permit by federal authorities or by any state in which such Provider's staff member is authorized to provide health care services; or (b) any suspension, revocation or restriction of staff privileges at any hospital or other facility at which a Health Care Professional employed by or under contract with Provider has staff privileges.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, marital status, sexual orientation, age, race, color, religion, Vietnam era veteran status, health status, disability, national origin or otherwise, including by reason of the fact that the individual is a member of a health maintenance organization or a beneficiary of an employer benefit plan. Provider agrees to ensure that mental health and substance abuse treatment services are rendered to Members in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual customarily receiving services from Provider.

Section 6.3 Equal Opportunity Employer. Magellan is an equal employment opportunity and Executive Order 11246 affirmative action employer. Magellan supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Magellan's Equal Employment policy as expressed herein.

SECTION 7
Public Relations

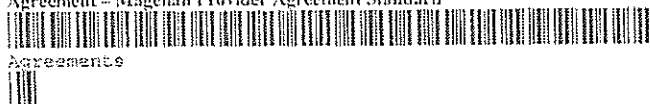
Section 7.1 Rights of Provider, Magellan and Payor. Provider agrees that Magellan and/or Payor may use Provider's name, address, telephone number, description of Provider and Provider's care and specialty services in any informational or promotional activities. Provider further agrees to cooperate and participate in all reasonable promotional activities undertaken by Magellan. Otherwise, Provider and Magellan shall not use each other's name, symbol or service mark without prior written approval of the other party. Provider shall not use Payor's name, symbol or service mark without prior written approval of Payor.

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SECTION 8

Books and Records

Section 8.1 Access to Books and Records. If copies of Members' medical records are requested by Magellan and/or Payor for appeals or any utilization, grievance, claims payment or quality review, Provider agrees to provide the medical records without charges. If copies of Members' medical records are requested by Magellan for any other purpose, Magellan shall reimburse Provider at the rate of Twenty-five Cents (\$.25) per page, with the total charge not to exceed Twenty-five Dollars (\$25.00) per record. Unless otherwise required by applicable statutes or regulations, Magellan and/or Payor shall have access to such books and records during the term of this Agreement and for seven (7) years following its termination. In the case of minors, records must remain available for at least seven (7) years after the minor becomes eighteen (18) years of age, unless otherwise required by applicable statutes or regulations. Provider shall provide records or copies of records requested by Magellan within ten (10) days from the date such request is made.

Section 8.2 Required Access by Governmental Agencies. Until the expiration of seven (7) years after the furnishing of services under this Agreement, Provider and Magellan shall make records and information available to authorized representatives of federal, state and local government, upon written request.

Section 8.3 Confidentiality of Records. Magellan and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Members under this Agreement in accordance with all applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Magellan or Payor about Members, it is fully bound by federal and state laws and regulations governing the confidentiality of medical records, mental health records and/or alcohol and drug abuse patient records.

SECTION 9

Confidentiality of Magellan's Proprietary Information

Section 9.1 Confidentiality of Proprietary Information. Provider specifically agrees to keep confidential and not to disclose to others any and all business, financial, credentialing, utilization review, quality improvement, protocols or procedures, manuals and/or other information marked or otherwise designated "Confidential" or "Proprietary" and made available to it by Magellan and/or Payor ("Confidential Information"). Upon request of Magellan and/or Payor, or in the event of the expiration or other termination of this Agreement, Provider shall promptly return all such Confidential Information to Magellan or Payor, as the case may be. Provider agrees not to use any such Confidential Information of Magellan and/or Payor except in conjunction with the purposes of this Agreement. The terms of this Section shall survive termination of this Agreement.

SECTION 10

Resolution of Disputes

Section 10.1 Resolution of Disputes. In the event that a dispute between Magellan and Provider arises out of or is related to this Agreement, the parties to the dispute shall negotiate in good faith to attempt to resolve the dispute. If the dispute pertains to a matter which is generally administered in accordance with Magellan Policies and Procedures involving, for example, credentialing or quality improvement, then the Magellan Policies and Procedures must be fully exhausted by Provider. Provider acknowledges that the recommendation and determination of whether Covered Services are Medically Necessary Covered Services shall be made in accordance with Magellan Policies and Procedures and shall not be subject to this Section 10. Payor may not be bound by the provisions of this Section 10.

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SECTION 11
Term and Termination

Section 11.1 Term. The initial term of this Agreement shall commence on the date first above written and it shall remain in effect for a period of two (2) years from the later of the date on which the last of the parties executes this Agreement or the date on which Provider is fully credentialed by Magellan, and this Agreement shall automatically renew on a year to year basis on the same terms and conditions, unless this Agreement is terminated earlier by either party in accordance with the terms of this Agreement.

Section 11.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 11.3 Termination With Cause by Magellan. Magellan shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events:

- (a) Termination of Magellan's obligation to obtain mental health/substance abuse treatment services on behalf of Payors;
- (b) Restriction, suspension or revocation of Provider's license, certification, and/or membership on the active medical staff of a hospital or Participating Provider;
- (c) Provider's loss of any liability insurance required under this Agreement;
- (d) Provider's suspension or exclusion from participation in Payor's programs;
- (e) Provider's loss of Medicare and/or Medicaid certification;
- (f) Provider's insolvency, bankruptcy or if Provider makes an assignment for the benefit of creditors;
- (g) Provider's conviction, guilty plea or plea of nolo contendere to any felony or crime involving moral turpitude;
- (h) Provider's ability to provide services has become impaired, as determined by Magellan;
- (i) Provider's submission of false or misleading billing information;
- (j) Provider's failure or inability to meet and maintain full credentialing status with Magellan;
- (k) Provider's breach of any of the terms or obligations of this Agreement;
- (l) Any occurrence of serious misconduct which brings Magellan to the reasonable interpretation that a Provider and a Health Care Professional may be delivering clinically inappropriate care; or
- (m) Provider's breach of Magellan Policies and Procedures.

Section 11.3.1 Prohibited Causes for Termination. Magellan shall not terminate this Agreement on the grounds that Provider: (a) advocated on behalf of a Member; (b) filed a complaint against Magellan; (c) appealed a decision of Magellan; or (d) requested a review or challenged a termination decision of Magellan.

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Section 12.7 No Third Party Beneficiary. Except for the Affiliates, which are intended to be third party beneficiaries of this Agreement, and except as otherwise specifically provided herein, this Agreement shall not create or be construed to create in any manner whatsoever, any rights in any Member or in any other person as a third party beneficiary of this Agreement or otherwise.

Section 12.8 Notices to Magellan. Any notice, request, demand, waiver, consent, approval, or other communication to Magellan which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, or sent by registered or certified mail, or by express mail courier service, postage prepaid, as follows:

Provider Contract Administration
Magellan Health
14100 Magellan Plaza
Maryland Heights, MO 63043

or to such other address as Magellan may have specified in a notice duly given to the Provider as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered in case of personal delivery or express mail delivery and three (3) calendar days after being mailed, if sent by registered or certified mail.

Section 12.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval, or other communication to Provider which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by registered, certified, or regular mail or by express mail courier service, postage prepaid, as follows:

CENTRIA HEALTHCARE
2011 COUNTRY BROOK LN
ALLEN, TX 75002-2614

Attention: Ken Barry

or to such other address as Provider may have specified in a notice duly given to Magellan as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered in case of personal delivery or express mail delivery and three (3) calendar days after being mailed, if sent by registered, certified or regular mail.

Section 12.10 Invalidity. The invalidity or unenforceability of any terms or conditions hereof shall in no way effect the validity or enforceability of any other term or condition herein.

Section 12.11 No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

Section 12.12 Successors and Assigns. This Agreement shall be binding upon the parties, their successors and assigns.

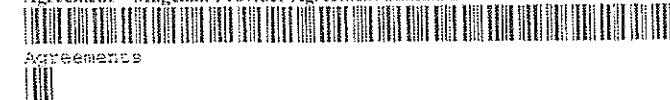
Section 12.13 Headings. The headings of the various Sections of this Agreement are inserted for the purpose of convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the Section so designated.

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Section 11.4 Termination with Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving notice to Magellan upon occurrence of Magellan's material breach of any of the terms or obligations under this Agreement.

Section 11.5 Information to Members. Provider acknowledges the right of Magellan to inform Members of Provider's termination and agrees to cooperate with Magellan in deciding on the form of such notification.

Section 11.6 Continuation of Services After Termination. Upon request of Magellan or in accordance with applicable state law, Provider shall continue to provide Medically Necessary Covered Services to Members who are receiving such services from Provider as of the date of termination of this Agreement. Said services shall be rendered in accordance with the terms of this Agreement and shall be reimbursed at the rates for such services as set forth in the Exhibit(s) to this Agreement until the Member has been transferred by Magellan to another Provider or discharged from the Provider's care for Covered Services.

SECTION 12

Miscellaneous

Section 12.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Magellan may amend this Agreement upon thirty (30) days advance notice to Provider and if Provider does not provide a written objection to Magellan within the thirty (30) day period, then the amendment shall be effective at the expiration of the thirty (30) day period. If Provider does object to the amendment, then Magellan, in its discretion, may terminate this Agreement.

Section 12.2 Regulatory Amendment. Magellan also may amend this Agreement to comply with applicable statutes and regulations, and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require thirty (30) days advance written notice.

Section 12.3 Non-Exclusivity. This Agreement is non-exclusive. Provider may enter into similar contracts without limitation under this Agreement, so long as Provider can continue to fulfill all of its duties hereunder. Magellan may contract with other providers without limitation and shall have no obligation to refer Members to Provider.

Section 12.4 Assignment. Magellan may assign all or any of its rights or delegate its responsibilities under this Agreement to any Affiliate, or in connection with a merger or acquisition involving Magellan or an Affiliate. Provider acknowledges that persons and entities under contract with Magellan may perform certain administrative services under this Agreement. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of Magellan, which consent shall not be unreasonably withheld.

Section 12.5 Entire Agreement; Future Agreements with Affiliates. This Agreement and exhibits attached hereto constitute the entire agreement between Magellan and its Affiliates and Provider and supersedes or replaces any prior agreements between Magellan and/or its Affiliates and Provider, whether written or oral, relating to its subject matter. After the date hereof, with respect to any New Affiliates, Magellan shall have the option, exercisable by Magellan at any time by providing written notice thereof to Provider, to have the terms of this Agreement supersede the terms of the Affiliate Contract and apply to the relationship between Magellan and such New Affiliate, as if such New Affiliate were a party hereto; unless Magellan provides such notice, the Affiliate Contract shall remain in effect as to the New Affiliate until its expiration, termination, or substitution in accordance with its terms.

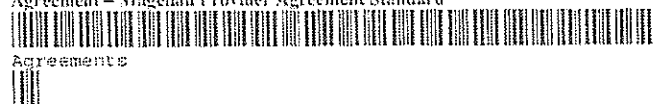
Section 12.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where Covered Services are provided under this Agreement.

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Section 12.7 No Third Party Beneficiary. Except for the Affiliates, which are intended to be third party beneficiaries of this Agreement, and except as otherwise specifically provided herein, this Agreement shall not create or be construed to create in any manner whatsoever, any rights in any Member or in any other person as a third party beneficiary of this Agreement or otherwise.

Section 12.8 Notices to Magellan. Any notice, request, demand, waiver, consent, approval, or other communication to Magellan which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, or sent by registered or certified mail, or by express mail courier service, postage prepaid, as follows:

Provider Contract Administration
Magellan Health
14100 Magellan Plaza
Maryland Heights, MO 63043

or to such other address as Magellan may have specified in a notice duly given to the Provider as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered in case of personal delivery or express mail delivery and three (3) calendar days after being mailed, if sent by registered or certified mail.

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CENTRIA HEALTHCARE

2011 COUNTRY BROOK LN

ALLEN, TX 75002-2614

Attention: Ken Barry

or to such other address as Provider may have specified in a notice duly given to Magellan as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered in case of personal delivery or express mail delivery and three (3) calendar days after being mailed, if sent by registered, certified or regular mail.

Section 12.10 Invalidity. The invalidity or unenforceability of any terms or conditions hereof shall in no way effect the validity or enforceability of any other term or condition herein.

Section 12.11 No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

Section 12.12 Successors and Assigns. This Agreement shall be binding upon the parties, their successors and assigns.



Section 12.13 Headings. The headings of the various Sections of this Agreement are inserted for the purpose of convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the Section so designated.

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Section 12.14 Attestation. The undersigned hereby attests and affirms that Provider shall not refer Members to another provider without specific authorization by Magellan. Provider understands and acknowledges that Magellan is the only definitive source of information related to a provider's credentialing status with Magellan. Provider understands and agrees that all questions concerning a provider's credentialing status with Magellan must be directed to Magellan. Magellan shall permit only providers whose credentials have been verified by Magellan to render services to Members.

MAGELLAN HEALTHCARE, INC.:

By: _____
(Signature)

Date: 8-17-15

GROUP:

By: Kenneth A. Barry
(Signature)

Print Name: Kenneth A Barry

Print Title: Area Vice President

Date: 07/02/2015

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