PROVIDER AGREEMENT

With

New Avenues, Inc.
Midwest Behavioral Health Network
P.O. Box 360
South Bend, IN 46624
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ProviderInfo@NewAvenuesOnline.com

New Avenues
Midwest Behavioral Health Network

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Midwest Behavioral Health Network
PROVIDER AGREEMENT

This Agreement is entered into by and between New Avenues, Inc. d/b/a/ Midwest Behavioral Health Network and New Avenues (hereafter "*New Avenues*") and _____ (hereafter "*Provider*").

RECITALS

A. *NEW AVENUES, INC.,* is a for-profit corporation organized under the laws of the State of Indiana.

B. *NEW AVENUES, INC.* has developed a behavioral health care delivery network and management system, that does employee assistance business under the name of New Avenues and provides behavioral healthcare services under the name of the Midwest Behavioral Health Network, to assist managed care organizations, employers, self-insured employer sponsored health plans, and other groups to provide efficient and cost-effective behavioral health care services to Covered Persons.

C. *Provider* is licensed to provide mental health services and/or substance abuse services under the laws of the State of Indiana or applicable state and is equipped to provide mental health and substance abuse services to Covered Persons.

D. *Provider* desires to participate in *New Avenues'* programs to provide mental health services to Covered Persons, fully understanding *New Avenues'* purposes and requirements, and agreeing to cooperate in its managed care procedures as described or referenced in this Agreement.

TERMS AND CONDITIONS

1.0 DEFINITIONS:
Unless otherwise clearly required by the context of this Agreement, the terms and set forth below shall have the following meanings:

1.1 Agreement shall mean this Agreement and any amendments(s) thereto as may be from time to time adopted as hereinafter provided.

1.2 Client shall mean any employer, self-funded employer health plan, multiple employer trust, union trust, insurance company, health maintenance organization, preferred provider organization, or the agent of such an entity which has entered into a contractual arrangement with *NEW AVENUES* to provide mental health, substance abuse and/or employee assistance program benefits to Covered Persons (as defined in this Agreement) unless a Coverage Limitation Notice has been delivered to *Provider*, in which case Client shall mean only those insurance companies, self-funded employers, multiple employer trusts, union trusts, health maintenance organization or preferred provider organizations which are *described* in such Coverage Limitation Notice.

1.3 Clinical Management Program shall mean the policies and procedures, including the credentialing criteria and the quality assessment and utilization management activities that are established from the time-to-time by *NEW AVENUES* to assess and manage the quality and appropriateness of services provided by Participating Providers.

1.4 Coverage Limitation Notice shall mean a written notice sent by *NEW AVENUES* to *Provider* to limit the individuals who will be treated as Covered Persons under this Agreement.

1.5 Covered Person shall mean any individual who, through an agreement with a Client or Payor, which was entered into by such individual or on such individual's behalf, is entitled to receive Covered Services under a health benefit plan. However, if a Coverage Limitation Notice has been delivered to *Provider*, Covered Person shall mean only an individual who is covered by a health benefit plan pursuant to an agreement with a Client or a Payor described in such Coverage Limitation Notice.

1.6 Covered Services shall mean those health care services described in Exhibit 4 and or 5 for which *NEW AVENUES* has contracted with *Provider*, and that Covered Persons are entitled to receive pursuant to the health benefit plan of a Client.

1.7 Medically Necessary with reference to a Covered Service provided under employee healthcare plan benefits, shall mean the service or supply meets the following criteria:

(a) "congruent:" the service or supply provided is consistent with the patient's symptoms and/or diagnosis of the disease, condition or illness under treatment.

(b) "essential:" the service or supply is considered to be necessary to evaluate and/or treat the symptoms, or the disease, condition or illness as defined by standard diagnostic nomenclatures (ICD-10 or DSM-IV). In addition, the service is not furnished primarily for the convenience of the patient, the clinical provider or anyone else involved with or related to the patient.

(c) "adequate:" the service or supply is furnished for an appropriate duration and frequency with regard to the patient's symptoms or diagnosis, the service or supply is appropriate when it comes to timeliness, completeness and quality.

*(Note: Treatment may be **adequate but not essential** if a more restrictive and costly alternative is used than the patient needs. On the other hand, treatment may be **essential but inadequate**, if, for example, a patient is hospitalized for severe illness but is not given appropriate medication in a timely manner.)*

(d) "accepted:"

1) The services or supplies are in keeping with national standards of mental health professional practice (psychiatry, clinical psychology, psychiatric social work, psychiatric nursing), as defined by standard clinical references, valid empirical experience for efficacy of psychotherapy (ies) and national professional standards promulgated by the national mental health professional associations and federal agencies utilizing professional consensus development and scientific data; and

2) In addition, the services or supplies can reasonably be expected to improve an individual's condition, level of functioning and/or symptomatology.

(e) "cost efficient:" the service or supply is the least costly of the various services which can be provided safely and effectively to the patient.

1.8 Payor shall mean:

(a) any third party payor, including, but not limited to, an insurance company, self-funded employer healthcare plan, employer, multiple employer trust, union trust, or health maintenance organization, or preferred provider organization that has entered into an agreement with *NEW AVENUES* to provide, arrange for, or manage Covered Services to Covered Persons; or

(b) *NEW AVENUES*, where, and only where, *NEW AVENUES* has specifically contracted with an insurance company, employer, self-funded employer, multiple employer trust, union trust, health maintenance organization, or preferred provider organization to be financially responsible (other than in an administrative capacity) for the compensation of Participating *Providers* for Covered Services and has notified *Provider* that it has assumed Payor status with respect to such health benefit plans.

NEW AVENUES will notify *Provider* in advance of providing services whether *NEW AVENUES* is the Payor or the identity of the insurance company acting as Payor.

NEW AVENUES may unilaterally add or delete Payors from the scope of this Agreement without the need to formally amend this Agreement; provided, however, that a Payor may be unilaterally added by *NEW AVENUES* to the extent compensation payable with respect to that Payor is substantially equal to or greater than that set forth in Exhibit 1 and or 2.

1.9 Participating Provider shall mean:

(a) a duly licensed and accredited facility or program; or

(b) a duly licensed or certified psychiatrist, psychologist, social worker; or

(c) a licensed or certified mental health provider who has been credentialed in accordance with *New Avenues'* credentialing program and criteria, or granted privileges to deliver mental health services, and has entered into a written contractual arrangement with *NEW AVENUES* or provide Covered Services to Covered Persons.

1.10 Parity MHPAEA Definition

The Mental Health Parity and Addictions Equity Act amends the Employee Retirement Income Security Act of 1974 (ERISA), the Public Health Service Act, and the Internal Revenue Code to require a group health plan that provides both medical and surgical benefits and mental health or substance use disorder benefits to ensure that: (1) the financial requirements, such as deductibles and copayments, applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant financial requirements applied to substantially all medical and surgical benefits covered by the plan; (2) there are no separate cost sharing requirements that are applicable only with respect to mental health or substance use disorder benefits; (3) the treatment limitations applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by the plan; and (4) there are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits.

2.0 PROVIDER OBLIGATIONS:

2.1 Covered Services to be Rendered: *Provide*r agrees to provide to Covered Persons those Covered Services that are within *Provider's* specialties for which *NEW AVENUES* has contracted and, in the case of behavioral healthcare plan benefits are Medically Necessary in accordance with *NEW AVENUES* referral, quality assurance, and utilization management procedures and the terms of the benefit plans. *Provider* acknowledges that *Provider* has an independent responsibility to provide mental health and substance abuse services to Covered Persons who are his patients and that coverage of payment determinations by *NEW AVENUES* or Payors in no way absolves *Provider* from his responsibility to render appropriate services to Covered Persons. *Provider* understands that *NEW AVENUES* does not by this Agreement or future patterns of practice, promise or guarantee any minimum volume of referrals of Covered Persons or Covered Services to *Provider*. *Provider* understands that authorization of services by *NEW AVENUES* is not in and of itself a guarantee of eligibility. Network *Providers* shall be solely responsible for all medical advice and treatment of their patients and for the performance of medical services in accordance with accepted professional standards and practices.

2.2 Availability of Services. *Provider* shall ensure that he, or a duly certified substitute, is reachable for emergency and on call services, twenty-four (24) hours a day, seven (7) days per week and within two (2) hours of *NEW AVENUES* calling *Provider's* answering service or answering machine. *Provider* agrees to use his best efforts to ensure *Provider* is available for appointments with Covered Persons.

(a) on the day of a request in the case of an emergency need for treatment.

(b) within forty-eight (48) hours of a request in the case of an urgent appointment; and

(c) within ten (10) working days of a request in the case of a routine appointment.

(d) *Provider* shall ensure accessibility by having necessary equipment and support to conduct business in a confidential manner including ability to transact information via fax, phone & mail to private *provider* site.

Provider shall arrange for coverage, by another *NEW AVENUES* Provider if possible, when *Provider* is unavailable. *Provider* shall be responsible for ensuring all coverage arrangements comply with the terms of this Agreement.

2.3 Compliance with *NEW AVENUES* Policies and Program. *Provider* agrees to ensure that *Provider* participates in, cooperates with, and abides by the *NEW AVENUES* referral, quality assurance, and utilization management standards and procedures contained in the *NEW AVENUES* Provider Manual as modified and updated from time to time. In particular, *Provider* agrees not to refer any Covered Persons to another mental health provider or facility for Covered Services without authorization pursuant to *NEW AVENUES* referral procedures. The *NEW AVENUES* Provider Manual, as amended from time to time, is incorporated into this Agreement by this reference in its entirety. For services requiring prior authorization, in order, for *Provider* to be entitled to reimbursement, *Provider* must establish that he received such prior authorization before rendering such services to Covered Persons. Where prior authorization has not been obtained, *Provider* shall obtain Covered Person's written acknowledgement that Covered Person is responsible for the payment for such services. Provider requirements for authorization will vary by plan. Notwithstanding any determination by *NEW AVENUES* regarding compensation of *Provider, Provider* must abide by the terms of the member specifc benefit plan and New Avenues utilization review guidelines. *Provider* shall always exercise his/her best medical judgment in the treatment of Covered Persons. It is the provider's responsibility to contact New Avenues or Insurer to verify eligibility, benefits and prior authorization requirements and plan parity status.

2.4 Professional Standards: *Provider* shall ensure *Provider* renders Covered Services:

(a) in a quality and cost-effective manner pursuant to *NEW AVENUES* standards and procedures.

(b) in accordance with generally accepted medical standards and all applicable federal, state, and local laws and statutory requirements and regulations and

(c) pursuant to the same standards as services rendered to *Provider's* other patients.

Provider shall not discriminate against any Covered Person the basis of race, color, gender, age, religion, national origin, handicap, health status, or source of payment in providing services under this Agreement.

2.5 *NEW AVENUES* Relationship with Payors and Covered Persons. *Provider* agrees to ensure that in all communications *Provider* may have with Covered Persons and Payors, *Provider* shall in no way undermine the confidence of current or potential Covered Persons, Payors, or the public in *New Avenues'* business, *New Avenues'* managed care procedures, or the quality of care provided under *New Avenues'* managed care procedures. *Provider* shall take no action that would interfere with the relationship between *NEW AVENUES* and any current or potential Payor or Covered Person. If *Provider* has any dispute with, or regarding. *NEW AVENUES* or its practices and procedures, *Provider* shall utilize the Dispute Resolution Procedure set forth in Section 10.14 of this Agreement to resolve such dispute. Providers agree that a Payor shall have the right to approve or disapprove of participation status of any provider entering into a Network Provider Agreement who will provide services to its Members. Nothing in this Agreement shall be deemed to prohibit *Provider* from disclosing to Covered Persons financial incentives to the *Provider* and all treatment options available to the Covered Person, including those not covered by a Payor.

2.6 Appeal/Grievance Process: *NEW AVENUES* maintains complaint, grievance and appeal procedures to fairly and expeditiously resolve a Covered Person's and/or *Provider's* concerns pertaining to any service provided by *NEW AVENUES* including a determination that a service was not Medically Necessary. *Provider* agrees to abide by, and cooperate with such procedures of *NEW AVENUES* and those of health benefit plans of entities with which *NEW AVENUES* contracts to resolve any complaints about *Provider's* services.

3.0 COMPENSATION, COORDINATION OF BENEFITS, CO-PAYMENTS AND DEDUCTIBLE.

3.1 Compensation Amounts and Responsibility. Compensation for Covered Services shall be paid by a Payor in accordance with the attached fee schedule(s), see Exhibits 1 and or 2. *NEW AVENUES* shall enter into contractual agreements with Payors obligating such Payors to compensate *Provider* for Covered Services rendered to Covered Persons, within forty-five (45) days (or such shorter period as may be required by applicable State law) after the filing of a Complete Claim pursuant to Section 3.3 of this Agreement. *NEW AVENUES* reserves the right to clarify, supplement, or amend the rates. Such clarifications, supplements, and amendments shall be considered an amendment of this Agreement for which notice shall be required in accordance with Section 8.0. *Provider* understands that such compensation shall be paid by Payors, not by *NEW AVENUES*, and that, except where *NEW AVENUES* has specifically contracted to function as a Payor for Covered Services, such Payors and not *NEW AVENUES* shall be financially responsible for the compensation due to *Provider* for Covered Services. Where *NEW AVENUES* is functioning as a Payor, Complete Claims shall be paid within forty-five (45) days after receipt by *NEW AVENUES.*

3.2 Claim Forms. *Provider* shall utilize CMS1500 claim forms to file "Complete Claims" pursuant to Section 3.3 of this Agreement. In the alternative, *Provider* may submit the same information required by such CMS1500 claim forms in a form mutually acceptable to *Provider* and *NEW AVENUES.*

3.3 Complete Claims. For purposes of this Agreement, Complete Claims are claims for Covered Services made by the *Provider* in the form and manner prescribed by *NEW AVENUES* in Exhibit 6 of this Agreement. *Provider* agrees to file Complete Claims so that they are received by *NEW AVENUES* within ninety (90) days of the rendering of such services. If a claim is filed which is not a Complete Claim, then *NEW AVENUES* shall promptly notify *Provider* of any additional information required. *Provider* understands that a Payor shall not be responsible for payment of claims for Covered Services not received as Complete Claims within ninety (90) days of rendering of such service unless *Provider* can demonstrate to Payor's satisfaction that there was a good cause for such delay. *Provider* agrees to cooperate with *NEW AVENUES* in providing any information reasonably requested in connection with claims and in obtaining necessary information relating to coordination of benefits, subrogation, verification of coverage, and health status. Reimbursement is based on two prerequisites:

(a) the *Provider* obtaining from *NEW AVENUES* clinical preauthorization for services including initial patient care and continuing treatment (subject to benefit plan requirements and New Avenues utilization review requirements); and

(b) the Covered Person's eligibility at the time of service.

3.4 Coordination of Benefits. *Provider* agrees to cooperate with *NEW AVENUES* in providing any information reasonably requested in connection with claims and in obtaining necessary information relating to coordination of benefits, subrogation, verification of coverage, and health status. *Provider* agrees to make reasonable efforts to determine if Covered Persons have insurance or other health care coverage other than through Payor, and will promptly report any duplicate coverage to *NEW AVENUES*. *Provider* also agrees to notify the Covered Person's Payor promptly in the event *Provider* provides services in connection with work-related injuries, motor vehicle accidents, or other occurrences that may involve third-party liability. If, under the coordination of benefits provisions of the Payor, Payor is the primary payor then *Provider's* compensation will be on the basis specified in this Agreement. If, under the coordination of benefits provisions of the Payor, Payor is other than the primary payor, *Provider* shall be entitled to a payment from Payor not to exceed an amount which, when added to the amounts payable by the primary payor (s), equals the reasonable and customary amount determined for *Provider's* services by the primary payor's plan, but in no event shall such payment exceed the amounts payable under this Agreement as if Payor was the primary payor for such services. Nothing contained herein, however, shall restrict or otherwise affect *Provider's* rights or obligations with respect to third-party payors other than Payor.

3.5 Co-payments and Deductibles. Co-payment and deductibles shall be collected from Covered Persons by the *Provider* in accordance with the requirements of Payors and the *New Avenues'* guidelines.

3.6 Direct Billing of Covered Persons Prohibited. *Provider* agrees that it will hold harmless and will not seek reimbursement from Covered Persons for Non-Covered Services including those for which authorization or payment is denied by *NEW AVENUES* or Payor unless Covered Person agrees in writing prior to the delivery of the services to be billed for them. See Exhibit 3 for Sample Consent to Pay for Non-covered Services. And *Provider* agrees that it will hold harmless and will not seek reimbursement from Covered Persons for Covered Services denied for *Provider's* failure to obtain authorization for continued services, failure to follow appropriate claims filing, referral, quality assurance, or utilization management procedures. *Provider* further agrees that it shall only bill Covered Persons for co-payments, co-insurance and deductible amounts required by a Payor's health benefits plan, and for those non-Covered Services for which Covered Person's agreement has been obtained as described in provision 3.7 of this Agreement. *Provider* also agrees that:

(a) this provision shall survive the termination of this Agreement for any reason; and

(b) notwithstanding the provisions of Section 10.2 of this Agreement, this provision supersedes any oral or written contrary agreement previously entered into between *Provider* and Covered Persons or anyone acting on their behalf.

3.7 Payment for Non-Covered Services. *Provider* shall be informed of the services that are Non-Covered Services. If the *Provider* recommends that a Covered Person receive a service that is not covered or may not be covered, then the *Provider* shall ensure that the Covered Person understands that the service is not covered, or the Covered Person may be responsible for the cost of the service. The *Provider* shall obtain in writing a statement from the Covered Person that reads substantially the same as Exhibit 3 unless the *Provider* could not reasonably have known that the service was non-covered. This provision shall survive the termination of this Agreement, regardless of the cause of termination, and shall be construed to be for the benefit of Covered Persons.

4.0 CREDENTIALING AND LICENSURE:

Provider shall cooperate in and comply with *New Avenues'* Credentialing Program, including all applicable laws, licensure requirements and standards of professional conduct, and represents and all information submitted to *NEW AVENUES* in connection with such Credentialing Program is true, complete and accurate. *Provider* shall notify *NEW AVENUES* immediately of any material change in such information. Notwithstanding *Provider's* participation in the *NEW AVENUES* Credentialing Program, in the event *Provider* discovers that a claim, suit, criminal, or administrative proceeding has been brought against *Provider* relating to the quality of services provided to Covered Persons or relating to his compliance with community standards and applicable laws and regulations, or clinical privileges then *Provide*r shall notify *NEW AVENUES* of such claims, suit, or proceeding within five (5) working days. *Provider* understands that this Agreement may be terminated, or *Provider's* participation in *New Avenues'* programs may be suspended, if *Provider* fails to be in continuous compliance with *New Avenues'* credentialing standards.

5.0 INSURANCE AND INDEMNIFICATION:

5.1 Insurance. *Provider*, at *Provider's* sole cost and expense, shall carry sufficient insurance to insure *Provider* against:

(a) any claim or claims for damages arising out of personal injuries or death occasioned directly or indirectly in connection with the provision of services pursuant to this Agreement;

(b) the use of any property and facilities provided by *Provider*, or *Provider's* employees or agents; and

(c) activities performed by *Provider*, or *Provider's* employees or agents in connections with this Agreement.

Provider shall carry the following types and levels of insurance:

(a) medical malpractice or professional liability insurance in the amount of $1,000,000 per occurrence and $3,000,000 aggregate or;

1) for *Providers* who practice other than in Indiana, in such reasonable amounts as *NEW AVENUES* may establish from time to time, or

2) for *Providers* who practice in Indiana, with those limits necessary to qualify *Provider* as a health care provider under the Indiana Medical Malpractice Act (IC 27-12-1-1 and following) and *Provider* agrees that he shall be and remain qualified as a health care provider for the term of this Agreement, and

(b) comprehensive general and/or umbrella liability insurance in the amount of $1,000,000 per occurrence and $3,000,000 aggregate.

If the professional liability is written on a "claims made" basis, and should this Agreement be terminated, *Provider* agrees to continue this insurance with the same or greater policy limits for a period not less than five (5) years following termination. Also, if the claims made policy is terminated for whatever reason, *Provider* shall procure and maintain "tail" coverage professional liability insurance at the same or greater policy limits as the primary professional liability for a period of not less than five (5) years following termination of the foregoing policy.

Provider will submit evidence of such coverage to *NEW AVENUES* upon request, and will notify *NEW AVENUES* at least thirty (30) days prior to the expiration, termination or material change in such coverage aforementioned.

5.2 Indemnification.

Provider shall indemnify and hold harmless *NEW AVENUES*, including without limitation, *New Avenues'* agents, employees, any of *New Avenues'* other contractors, or any organization with whom *NEW AVENUES* enters into contractual arrangement for the provision of Covered Services against judgments arising solely from any negligent, reckless or intentional act or omission of *Provider* in connection with this Agreement or the delivery of the Covered Services. This indemnification will apply to all matters except for those involving professional liability as outlined in sections 5.1 of this Agreement. *NEW AVENUES* shall indemnify and hold harmless *Provider* or *Provider's* agents, against judgments arising solely from any negligent, reckless or intentional act or omission of *NEW AVENUES* in connection with this Agreement.

This indemnification clause shall be subject to review and approval by the insurance carrier for all parties; provided, further, that the amount of indemnification under this paragraph shall be limited to the amount of coverage provided under the liability insurance policies covering each party.

6.0 CONFIDENTIALITY AND PATIENT RECORDS:

Provider agrees to maintain the medical, financial and administrative records concerning services provided to Covered Persons that would otherwise be maintained in the normal course of business. *NEW AVENUES*, its authorized representatives, and duly authorized third parties (such as a government agency or Payors) shall have the right to inspect, upon reasonable notice, during regular business hours, records directly related to services rendered to Covered Persons. *Provider* shall give such persons upon request and at no additional charge copies of such records. *NEW AVENUES* and *Provider* agree that each Covered Person's medical records shall be treated as confidential so as to comply with all state and federal laws and regulations regarding the confidentiality of patient records. *Provider* shall cooperate with *NEW AVENUES* and Payor to ensure that all consents of Covered Persons are in conformity with applicable state and federal laws and regulations governing the release of records maintained in connection with mental health and substance abuse treatment. These provisions shall survive the termination of this Agreement for any reason.

In addition, *Provider* acknowledges and understands that *NEW AVENUES* may be deemed to be a "business associate" (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA and HITECH") of *Provider*. In that event, the terms and conditions of Exhibit 8 shall apply.

7.0 TERM AND TERMINATION:

7.1 Term. The term of this Agreement shall commence on the day this Agreement is executed by the parties, as set forth below, and shall terminate at midnight on 365th day after this Agreement is in effect, unless earlier terminated by either party. Therefore, this Agreement shall automatically renew for consecutive one (1) year periods unless either party gives the other party written notice of its intent not to renew at least ninety (90) days prior to the end of each one (l) year term. The *Provider* agrees to give ninety (90) days notice upon intention of closing of practice.

7.2 Termination Without Cause. This Agreement may be terminated by either party for any reason with sixty (60) days written notice to the other. This Agreement shall terminate on the future dates specified in such notice.

7.3 Immediate Termination for Specific Breaches by *Provider*. *NEW AVENUES* may terminate, or apply disciplinary sanctions of this Agreement if, in the good faith or opinion of *NEW AVENUES*, any of the following events ("Termination Occurrences") occur:

(a) suspension or revocation of the *Provider's* license or credentials to provide any Covered Services which *Provider* was previously certified to provide;

(b) If *Provider* is indicted, arrested or convicted for a felony or any criminal charge related to the rendering of Covered Services;

(c) the failure of *Provider* to remain in compliance with *New Avenues'* credentialing standards;

(d) *Provider's* failure to maintain the professional liability insurance coverage required by provision 5.1 of this Agreement;

(e) the death or permanent disability of the *Provider;*

(f) commits professional misconduct or acts in any manner which threatens serious injury to Network and or payors reputation.

In addition, should *Provider's* actions result in any of the Termination Occurrences described previously, *Provider* will immediately be terminated for providing services to Covered Persons, and *Provider* shall not be entitled to further compensation for Covered Services provided from the date of the Termination Occurrence.

7.4 Termination Upon Breach. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of a breach by such other party of its obligations under this Agreement. Any such termination shall be effective on the date stated in the notice of termination if the other party has failed to cure the breach prior to the expiration of the thirty (30) days following receipt of such written notice.

7.5 Continuation of Services. *Provider* shall continue to provide Covered Services, at the rates and pursuant to the requirements specified in this Agreement to Covered Persons receiving active treatment at the time of termination of this Agreement until the course of treatment is completed or until *NEW AVENUES* makes reasonable and medically appropriate arrangements to have another *Provider* render such services up to sixty (60) days. This provision shall survive termination of this Agreement for any reason. However, this provision is not applicable, if the provider was terminated for a quality of care issue.

7.6 Recovery of Costs. In the event of a breach of this Agreement, the non-breaching party shall, in addition to any other remedy to which it may be entitled, recover all costs, including reasonable attorney fees, incurred by it in the enforcement of its rights under this Agreement.

8.0 AMENDMENTS:

NEW AVENUES may amend this Agreement by giving thirty (30) days prior written notice to *Provide*r of the proposed amendment. If such an amendment is not acceptable to *Provider*, *Provider* may terminate this Agreement, as of the date the amendment is to become effective, by giving written notice to *NEW AVENUES* within thirty (30) days after receipt of the proposed amendment. Otherwise, *Provider* will be deemed to have accepted such amendment as of its effective date.

9.0 INDEPENDENT CONTRACTOR RELATIONSHIP:

The parties agree that each is acting as an independent contractor and not as an agent or employee of the other. This Agreement is not intended to create nor shall it be construed to create a joint venture, partnership, or any other relationship between *NEW AVENUES* and *Provider* except that of independent contractors. *NEW AVENUES* and *Provider* are independent entities contracting with each other for the sole purpose of effecting the provisions of this Agreement.

10.0 GENERAL PROVISIONS:

10.1 Assignment of Agreement. This Agreement is personal to the parties and is intended to secure the services of the parties. Neither *NEW AVENUES* nor *Provider* may assign, delegate or transfer the rights and responsibilities under this Agreement without the other party's prior written consent. However, *Provider's* prior written consent is not required if *NEW AVENUES* assigns its rights and responsibilities under this Agreement to any successor entity to itself or to any organization related to or affiliated with *NEW AVENUES, INC.* expressly including any entity formed to carry on the business of the *NEW AVENUES.*

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject matter. Any prior agreement, including but not limited to prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth in this Agreement shall be of no force and effect.

10.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be one and the same document.

10.4 Exhibits. The Exhibits attached to this Agreement are an integral part of this Agreement and are incorporated herein by this reference.

10.5 Third-Party Rights. Except as otherwise expressly stated in this Agreement, the parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.

10.6 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana, without regard to the conflict of laws provisions thereof. The parties hereby consent to jurisdiction in the State of Indiana with respect to matters relating to this Agreement.

10.7 Exclusivity and Non Competition. This Agreement is not exclusive and both *NEW AVENUES* and *Provider* may enter into contracts with other health care providers, managed care programs, insurers and Payors. Notwithstanding the foregoing, Provider shall not, during the term of this agreement for any reason, contract directly with, or directly solicit or attempt to solicit, a Client for the provisions of health care services to such Client that would in any way compete with the business of New Avenues, Inc.

10.8 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach.

10.9 Severability. If for any reason any clause or provision of this Agreement or the application of any such clause or provision in a particular context, or to a particular situation, circumstance or person, shall be held unenforceable, invalid or in violation of law by any court or other tribunal, then the application of such clause or provision in contexts or to situations, circumstances or persons other than that in or which it is held unenforceable, invalid or in violation of law shall not be affected thereby and the remaining clauses and provisions hereof shall remain in full force and effect.

10.10 Force Majeure. Neither part shall be liable or be deemed in default of the Agreement for any delay or failure to perform cause by Acts of God, war, disasters, strikes, or any similar cause beyond the control of either party.

10.11 Notice. The parties shall give notices or communications required or permitted by this Agreement by registered or certified mail or by hand delivery to the individuals at the addresses indicated on the Execution Page of this Agreement. Any mailed notice shall be deemed given as of the date of the mailing.

10.12 Confidentiality. Each part or its employees or agents may, in the course of the relationship established by this Agreement, disclose in confidence to the other party non-public information concerning utilization management procedures, credentialing criteria, patient treatment and/or finances, such party's earnings, volume of business, methods, systems, practices, plans and other proprietary information (collectively, "Confidential information"). Each party acknowledges that the disclosing party shall at all times be and remain the owner of all Confidential Information disclosed by such party, and that the party to which Confidential Information is disclosed shall use its best efforts, consistent with the manner in which it protects its own Confidential Information, to preserve the confidentiality of any such Confidential Information which such party knows or reasonably should know that the other party deems to be Confidential Information. Neither party shall use for its own benefit or disclose to third parties any Confidential Information of the other party without such other party's written consent. Both parties shall not disclose any Confidential Information for a period of three (3) years following termination of this Agreement.

10.13 Patient/Provider Relationship. Nothing in this Agreement shall change or alter any patient-provider relationship which exists or may come to exist between *Provider* and any Covered Person. *Provider* shall have the same duties, liabilities and responsibilities to Covered Persons that generally exist between patient and health care provider. *Provider* shall always exercise his best clinical judgment in the treatment of Covered Persons, and payment determinations by *NEW AVENUES* or Payors shall not be construed as a directive from *NEW AVENUES* or Payors that Medically Necessary treatment be withheld.

10.14 Dispute Resolution Procedure. If *Provider* has any dispute about the performance or interpretation of this Agreement, *Provider* agrees to attempt in good faith to resolve any matters in controversy pursuant to *New Avenues'* Provider Grievance and Appeal Procedure (as distributed by *NEW AVENUES* to Provider) prior to *Provider* initiating any legal action or exercising any termination rights under Section 7.4 of this Agreement.

10.15 Expenses and Fees. The prevailing party in any arbitration or other proceeding pursuant to this Agreement shall be awarded reasonable attorney's fees, expert and non-expert witness costs and expenses and all other costs and expenses incurred, directly or indirectly, in connection with said arbitration or proceeding.

10.16 Compliance With Law. The parties agree that this Agreement is intended to comply with all federal and state regulations including, but not limited to, the following: the Medicare and Medicaid Fraud and Abuse Statute and regulations, the Internal Revenue Code, or any regulation, General Counsel Memorandum or court or IRS interpretation of said Code, expressly including Revenue Ruling 93-19 that governs the use of facilities financed with tax-exempt bonds (collectively "Laws"). If, at any time, this Agreement is found to violate any applicable provision of these Laws, or if either party has a reasonable belief that this Agreement creates a material risk of violating the Laws, within thirty (30) days the parties shall renegotiate the provision of this Agreement that violates or creates the material risk of a violation of the Laws, If the parties fail to reach agreement within one hundred twenty (120) days following receipt of such notice of a violation or of a material risk of a violation of the Laws, then either party may terminate this Agreement.

10.17 Fraud and Abuse and Internal Revenue Code. The parties intend and in good faith believe that this Agreement complies with Section 1128 of the Social Security Act, commonly referred to as the Fraud and Abuse Statute. The parties intend and in good faith believe that this Agreement does not in any way violate the Internal Revenue Code, specifically including the proscriptions against private inurement and private benefit. If either party reasonably believes that any provision of this Agreement is contrary to the provisions of said laws or any regulation or government interpretation thereof, then the parties shall reform this Agreement. If the parties are unable to reform this Agreement, then either party may terminate this Agreement upon thirty (30) days written notice to the other party.

10.18 Maintenance of/Access to Books and Records. The parties agree to prepare and maintain all appropriate medical, financial, administrative, and other records on Covered Persons who receive Covered Services under this Agreement necessary to fulfill the terms and conditions of this Agreement and as required by law. Such records shall be maintained in accordance with prudent record keeping practices. The parties agree to treat this Agreement as within the purview of Section 1861(v)(1)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of l980, and the regulations promulgated at 42 C.F.R. Part 420. During the term of this Agreement and until the expiration of ten (10) years after the furnishing of services pursuant to this Agreement, both parties agree to make available, upon written request by the Secretary of the Department of Health and Human Services, Comptroller General of the United States, or any of their duly authorized representatives, access to this Agreement and the parties' books, documents, and records and such other information necessary to verify the nature and extent of the costs of services provided by the parties. If *Provider,* upon the approval of *NEW AVENUES* carries out the duties of this Agreement through a subcontract of $10,000 or more over a 12-month period with a related organization, such subcontract shall also contain a similar clause to permit access by the Secretary, Comptroller General, or their representatives to the related organization's books, documents and records.

In the event of a request for access to records, *Provider* agrees to notify *NEW AVENUES* immediately and to consult with *NEW AVENUES* about *Provider's* response.

10.19 Network Roster. During the term of this Agreement, *Provider* agrees to allow the name, address, telephone number, specialty, and other similar information relating to *Provider* to appear in *New Avenues'* roster of Participating Providers. *Provider* understands and agrees that this roster may be included in various Payor and *NEW AVENUES* marketing materials.

10.20 Language and Headings. The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against *NEW AVENUES* or *Provider*. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply to this Agreement:

(a) The neuter gender includes the feminine and masculine, and the singular number includes the plural. The word "person" includes a corporation, partnership, firm or association whichever the context so requires.

(b) "Shall," "will" and "agrees" are mandatory, "may" is permissive.

(c) Captions of the articles, sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or edit the interpretation, construction or meaning of provisions of this Agreement.

(d) All references to the parties shall include *NEW AVENUES* and the *Provider* named in this Agreement.

10.21 Authority. To the extent the *Provider* is executing this Agreement on behalf of its members, shareholders, partners or affiliates who are also acting as *Providers* under this Agreement, the signing *Provider* represents and warrants that it has requisite authority to bind such members, shareholders, partners or affiliates to the terms of this Agreement.

10.22 Conformity with State Laws. The parties acknowledge and understand that certain Payors may be subject to State laws that affect contractual relationships between health care providers and certain types of payors. This Agreement shall be deemed to incorporate by reference any state laws that apply to the relationship between the *Provider* and any Payor.

10.23 Communication Standards. New Avenues may communicate with providers through written, fax and electronic methods. Provider manual, forms, pre-authorization guidelines, clinical guidelines and newsletters are maintained on the New avenues Web site www.NewAvenuesOnline.com. Effective January 1, 2011 all communication of changes and updates shall be transmitted electronically thereby requiring provider to submit appropriate email address to New Avenues. Inquires can be sent to ProviderInfo@NewAvenuesOnline.com.

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New Avenues
Midwest Behavioral Health Network

EXECUTION PAGE

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement as of the dates specified. *This execution page must be returned within thirty (*30*) days of receipt to activate network status. I wish to participate in the networks indicated below. If none are selected, New Avenues, by default will enroll you in all eligible networks.*

- ❑ New Avenues, Employee Assistance Program, Exhibit 2
- ❑ Midwest Behavioral Health Network, MBHN, Exhibit 1
- ❑ Advantage Preferred Plus Medicare+Choice PPO, Exhibit 9
- ❑ New Avenues, Behavioral Health, Exhibit 1
- ❑ Midwest Behavioral Health, PPO, Exhibit 1
- ❑ MBHN Plus PPO, Exhibit 10

Provider:

By: _____
Please Print

_____
Signature

TO WHOM NOTICES TO BE SENT:

_____

_____

_____

_____

_____
Date Executed by *Provider*

New Avenues, Inc.

By: Mary Kowalski, LCSW

Mary Kowalski
Signature

Chief Executive Officer
New Avenues Inc.
P.O. Box 360
South Bend, IN 46624

Provider Relations Manager
New Avenues, Inc.
Midwest Behavioral Health Network
P.O. Box 360
South Bend, IN 46624

February 20, 2019
Date Executed by *NEW AVENUES*

New Avenues
Midwest Behavioral Health Network

EXHIBIT LIST

1. FEE SCHEDULES FOR MBHN AND MBHN PLUS PPO
3. CONSENT TO PAY FOR NON-COVERED SERVICES
6. COMPLETE CLAIMS INSTRUCTIONS
7. PROVIDER MANUAL-Download Available at our website www.NewAvenuesOnline.com
8. BUSINESS ASSOCIATE AGREEMENT
10. NOTIFICATION OF MBHN PLUS PPO
12. COVERED SERVICES FOR THE ASSESSMENT AND TREATMENT OF ASD DISORDERS

Exhibits 2, 4, 5 , 9, 11 intentionally left out of the exhibit list

Exhibit 1: BCBA Fee Schedule

Description	Previous CPT Code	2019 CPT Code	Rate Per Unit	Limit
Assessment Codes				
Behavior identification assessment, administered by a **physician or other qualified healthcare professional**, **each 15 minutes** of the physician's or other qualified healthcare professional's time face-to-face with patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face-to-face analyzing past data, scoring/interpreting the assessment, and preparing the report/treatment plan.	0359T	97151	20.00	32 Units Every 6 months
Behavior identification supporting assessment, **administered by one technician** under the direction of a physician or other qualified healthcare professional, **face-to-face with the patient, each 15 minute.**	0360T & 0361T	97152	20.00	
Behavior identification supporting assessment, **each 15 minutes of technicians**' time face-to-face with a patient, requiring the following components: • administered by the physician or other qualified healthcare professional who is on site; •with the assistance of two or more technicians; •for a patient who exhibits destructive behavior; •completed in an environment that is customized to the patient's behavior.	0362T 0363T	0362T*	15.00	
Treatment Codes				
Adaptive behavior treatment by protocol, **administered by technician** under the direction of a physician or other qualified healthcare professional, face-to-face with one patient, **each 15 minutes**.	0364T & 0365T	97153**	15.00	
Adaptive behavior treatment with protocol modification, **each 15 minutes of technicians' time face-to-face with a patient**, requiring the following components: • administered by the physician or other qualified healthcare professional who is on site; • with the assistance of two or more technicians; • for a patient who exhibits destructive behavior; • completed in an environment that is customized, to the patient's behavior.	0373T & 0374T	0373T*	15.00	
Adaptive behavior treatment with protocol modification, **administered by physician or other qualified healthcare professional**, which may include simultaneous direction of technician, face-to-face with one patient, **each 15 minutes.**	0368T & 0369T	97155**	20.00	4 units for every 10 hours of ABA
Group adaptive behavior treatment by protocol, **administered by technician** under the direction of a physician or other qualified healthcare professional, face-to-face with two or more patients, **each 15 minutes**.	0366T & 0367T	97154	15.00	
Group adaptive behavior treatment with protocol modification, **administered by physician or other qualified healthcare professional**, face-to-face with multiple patients, **each 15 minutes.**	0372T	97158	20.00	
Family adaptive behavior treatment guidance, **administered by physician or other qualified healthcare professional** (with or without the patient present), face-to-face with guardian(s)/caregiver(s)**, each 15 minutes.**	0370T	97156	20.00	8 Units - f/t 40 hour program, 4 Units - p/t 20 hour program
Multiple-family group adaptive behavior treatment guidance, **administered by physician or other qualified healthcare professional** (without the patient present), face-to-face with multiple sets of guardians/caregivers, **each 15 minutes.**	0371T	97157	20.00	

** On-site is defined as immediately available and interruptible to provide assistance and direction throughout the performance of the procedure, however, the physician or other qualified healthcare professional does not need to be present in the room when the procedure is performed.*

*** CPT codes 97153, adaptive behavior treatment by protocol administered by technician, and 97155, adaptive behavior treatment with protocol mondification adminstered by qualified healthcare professional, which may incldue simultanous direction of technician, may be reported concurrently as long as the requirements encommpassed in the the code descriptors for both codes are met and the providers performing the services are not the same individual.*

New Avenues
Midwest Behavioral Health Network

Employee Assistance Program
Toll Free: 800.731.6501
Telephone: 574.232.2131
Fax: 574.271.5980

Midwest Behavioral Health Network
Toll Free: 800.223.6246
Telephone: 574.271.5177
Fax: 574.271.5980

EXHIBIT 3: CONSENT TO PAY FOR NON-COVERED SERVICES

Patient's Name: _____

Provider's Name: _____

I understand that my insurer will not pay for services that it determines are not medically necessary. My provider has advised me that my insurer is likely to deny payment for the following services:

_____

_____

_____

for the following reasons:

_____

_____

_____

If my insurer denies payment for the services identified above, then I agree to be personally and fully responsible for the payment. **BY SIGNING THIS FORM, I UNDERSTAND THAT I AM AGREEING TO PAY FOR THE SERVICES IDENTIFIED ABOVE IF MY INSURER DENIES PAYMENT BECAUSE THE SERVICES ARE NOT MEDICALLY NECESSARY.**

_____
Patient's Printed Name

_____
Patient's Signature Date

_____
Witness Signature Date

New Avenues
Midwest Behavioral Health Network

EXHIBIT 6: INSTRUCTIONS FOR COMPLETING FORM CMS-1500 FOR CLAIMS SUBMISSION

New Avenues uses the industry standard Form CMS-1500 for claims submission. This is the claim form used by the Centers for Medicare and Medicaid Services (CMS) formerly know as the Health Care Finance Administration (HCFA). To obtain a blank copy of Form CMS-1500 (pdf format) go to our website at www.NewAvenuesOnline.com click on Provider's Desk, Provider Forms or to www.cms.gov complete a search under Form CMS-1500.

In the table below are general instructions for completing Form CMS-1500. You may find more detailed instructions at www.cms.hhs.gov/manuals/104_claims/clm104c26.pdf

Item Number	Item Description	Data Type	Instructions
Items 1 – 11 – Patient and Insured Information			
1	Type of health insurance	Required	Show the type of health insurance coverage applicable to this claim by checking the appropriate box.
1A	Insured's ID number	Required	Enter the insured's ID number that appears on the insurance ID card.
2	Patient's name	Required	Enter the patient's last name, first name, and middle initial, if any.
3	Patients date-of-birth	Required	Enter the patient's 8 digit birth date (MM/DD/CCYY) and patient's gender.
4	Insured's name	Required	Enter insured's name.
5	Patient's mailing address, telephone	Required	Enter the patient's mailing address (street address, city, state, ZIP code) and telephone number.
6	Patient's relationship to the insured	Required	Check the appropriate box for patient's relationship to the insured when item 4 is completed.
7	Insured's mailing address, telephone	Required	Enter the insured's mailing address (street address, city state, ZIP code) and telephone number.
8	Patient status	Required	Enter the patient's marital status and whether employed or a student.
9	Other insured's name (other health insurance coverage)	Conditional	Required if Item 11d is marked "yes" or if the patient is covered by other insurance involved in the reimbursement of this claim. Enter the name (last name, first name, middle initial) of the person who is insured under other payer.
9a	Other insured's policy or group number	Conditional	Required if Item 11d is marked "yes" or if the patient is covered by other insurance involved in the reimbursement of this claim. Enter the policy or group number for the other insurance.
9b	Other insured's date-of-birth	Conditional	Required if Item 11d is marked "yes" or if the patient is covered by other insurance involved in the reimbursement of this claim. Enter the other insured's date-of-birth (MM/DD/CCYY) and gender.
9c	Other insured's employer's name or school name	Conditional	Required if Item 11d is marked "yes" or if the patient is covered by other insurance involved in the reimbursement of this claim. Enter the other insured's employer's name or school name.
9d	Other insured's insurance plan name or program name	Conditional	Required if Item 11d is marked "yes" or if the patient is covered by other insurance involved in the reimbursement of this claim. Enter the name of the other insurance plan or program.
10 a-c	Is the patient's condition related to:	Required	Check "yes" or "no" if condition is related to: 10a employment, 10b auto accident, 10c other accident.
10d	Reserved for local use	Not required	Not required.
11	Insured's policy or FECA number	Required	Enter the insured's insurance policy or group number.
11a	Insured's date-of-birth	Required	Enter the insured's date-of-birth (MM/DD/CCYY) and gender.

11b	Insured's employer name or school name	Required	Enter the insured's employer's name or school name.
11c	Insurance plan name or program name	Required	Enter the insured's insurance plan name or program name.
11d	Is there another health benefit plan?	Required	Check the appropriate box if the patient is covered by other insurance involved in the reimbursement of this claim. If yes, complete Items 9 a-d.
12	Patient's or authorized person's signature	Required	The patient or authorized person must sign and date the claim if authorizing the release of medical information. Or if "signature on file" is indicated, the provider must maintain a signed release form or signed Form CMS-1500 on file, or computer generated signature. Enter date signed (MM/DD/CCYY).
13	Patient's or authorized person's signature.	Conditional	The patient or authorized person may sign authorizing payment of medical benefits to the undersigned physician or supplier for services described below. "Signature on file" or computer generated signature may be used.
Items 14 – 33 - Provider of Service or Supplier Information			
14	Date of current illness, injury or pregnancy	Not required	Enter the date (MM/DD/CCYY) of onset of illness or symptoms for the condition you are treating.
15	If patient has had same or similar illness, give first date	Not required	Not required
16	Dates patient unable to work in current occupation	Conditional	Enter the dates (MM/DD/CCYY).
17	Name of referring physician or other source	Conditional	Enter the name of the referring physician or other source, if applicable.
17a	Enter the ID number of referring physician	Conditional	Enter the employee identification number of the referring physician indicated in item 17.
17b	Enter the NPI of the referring /ordering physician listed in item 17	Required	Effective 05/23/2008, 17a is not reported but 17b MUST be reported when a services was order or referred by a physician.
18	Hospitalization dates related to current services	Conditional	If patient is hospitalized, enter the admission and discharged dates (MM/DD/CCYY).
19	Reserved for local use	Not required	Please leave blank.
20	Outside lab	Conditional	Complete if billing for lab services.
21	Diagnosis or nature of illness or injury	Required	Enter the patient's diagnosis or condition using an ICD-9-CM code number and code to the highest level of specificity. Enter up to four diagnosis in priority order (primary, secondary condition). Relate items 1 ,2 ,3, or 4 to item 24e by line.
22	Medicaid resubmission code	Not required	Not required.
23	Prior authorization number	Conditional	Enter the Preauthorization or Care Authorization number assigned – if applicable.
24a	Date(s) of service	Required	Enter the "from" and "to" date(s) (MM/DD/CCYY) for each procedure, service, or supply.
24b	Place of service	Required	Enter the appropriate place of service code(s) from the list provided following this table.
24c	Type of service	Not required	Not required.
24d	Procedures, services or supplies code (CPT/HCPCS)	Required	Enter the procedures, services, or supplies using the CPT (Current Procedural Terminology) or CMS Healthcare Common Procedure Coding System (HCPCS) code.
24e	Diagnosis code	Required	Enter the diagnosis code reference number (1, 2 ,3 ,4) as shown in item 21 to relate the date of service and the procedures performed to the primary diagnosis. *Do not enter the ICD-9-CM code here.*
24f	Charge for each listed service	Required	Enter the provider's billed charge for each listed service.
24g	Number of days or units	Required	Enter the number of days or units corresponding to the date entered in

			item 24a.
24h	EPSDT family plan	Not required	Not required.
24i	ID Qualifier 1C in shaded portion.	Required	Required.
24J	Enter the rendering providers NPI	Required	Enter the rendering provider's NPI in the shaded portions.
24k	No longer in use		No longer in use
25	Federal Tax ID Number	Required	Enter the provider of service or supplied Federal Tax ID [Employer Identification Number (EIN)] or Social Security Number (SSN). A 9 digit number. Check the "SSN" or "EIN" box.
26	Patient's account number	Optional	Enter the patient's account number assigned by the provider's of service or supplier's accounting system.
27	Accept assignment?	Required	Check the appropriate box, "yes" or "no".
28	Total charge	Required	Enter the total charges for this claim for the services listed [total of item(s) lines 1 – 6] in Item 24f.
29	Amount paid	Conditional	Enter the total amount the patient or other service paid on the covered services only.
30	Balance due	Conditional	Enter the total balance due for the services less any amount entered in item 29.
31	Signature of physician or supplier including degree(s) or credentials	Required	Enter the signature of provider of service or supplier including degree(s) or credentials and the signature date (MM/DD/CCYY).
32	Name and address of facility where services were rendered	Required	Enter the name, address and ZIP code of the facility if the services were furnished in a hospital, physician's office, clinic, laboratory, or facility other than the patient's home.
32a	Enter the NPI of the service facility	Required	National Provider Identifier NPI of the service facility
33	Physician's, supplier's name and billing address	Required	Enter the provider of service or supplier's billing name, address, ZIP code and telephone number. Enter the provider's PIN number and Group number (MBHN does not supply a Provider PIN or Group number).
33a	Enter the NPI of the billing provider or group.	Required	Enter the billing providers telephone number name address and zip code

Place of Service Codes used by New Avenues, Inc. for Item 24b	
Code	Description
10	New Avenues EAP sessions
11	MBHN outpatient sessions
13	New Avenues EAP Behavioral Health sessions
50	Inpatient psychiatric facility – sub acute
51	Inpatient psychiatric facility – acute care
52	Psychiatric facility – partial hospitalization
57	23 hour hold
58	Partial psychiatric physician visit
59	Inpatient psychiatric physician visit
62	Intensive outpatient session

Exhibit 8: BUSINESS ASSOCIATE AGREEMENT

(for New Avenues Subcontractors/Vendors)

This agreement (the "Agreement"), effective as set forth below, is between New Avenues, Inc. d/b/a Midwest Behavioral Health Network ("New Avenues") and _____(the "Business Associate").

I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following prescribed meanings.

"Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA privacy rule which compromises the security or privacy of the Protected Health Information.

"Data Aggregation Services" means, with respect to Protected Health Information created or received by the Business Associate, the combining of such Protected Health Information by the Business Associate with protected health information (as defined in HIPAA) received by the Business Associate in its capacity as a business associate (as defined in HIPAA) of another covered entity (as defined in HIPAA), to permit data analyses that relate to the health care operations of the respective covered entities.

"Electronic Media" means electronic storage material on which data is or may be recorded electronically, including, for example, devices on computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card, and transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via the telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

"Electronic Protected Health Information" means Protected Health Information that is (i) transmitted by Electronic Media, or (ii) maintained in any medium described as Electronic Media.

"HIPAA" means the security and privacy requirements as reflected in 42 U.S.C. 1320d *et.seq.* and such regulations as may be promulgated thereunder from time to time (currently, 45 CFR 164.102 through 164.534).

"HITECH" means the Health Information Technology for Economic and Clinical Health Act of 2009 as reflected in 42 U.S.C. 17921 *et. seq.* and such regulations as may be promulgated thereunder from time to time.

"Protected Health Information" means individually identifiable health information created by, for or on behalf of a Covered Entity that is (i) transmitted by Electronic Media, (ii) maintained in any medium described as Electronic Media, or (iii) transmitted or maintained in any other form or medium. "Protected Health Information" does not include individually identifiable health information (i) in education records covered by the Family Educational Right and Privacy Act (20 U.S.C. section 1232g(a)(4)(B)(iv)), (ii) in records described at 20 U.S.C. section 1232g(a)(4)(B)(iv), or (iii) regarding a person who has been deceased for more than fifty (50) years.

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

"Underlying Agreement" means the contract or agreement, whether in writing or otherwise, between New Avenues and the Business Associate, pursuant to which the Business Associate provides services to New Avenues of the type that require the parties to enter into this Agreement pursuant to HIPAA.

"Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued under section 13402(h)(2) of HITECH.

II. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the Underlying Agreement and this Agreement. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Agreement; or (b) if done by New Avenues, would violate HIPAA, except that (i) the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, and (ii) the Business Associate may provide Data Aggregation Services relating to the health care operations of the applicable Covered Entity. The Business Associate may disclose Protected Health Information for the purposes described in item (b)(i) of this Section II only if the disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and that the person will notify the Business Associate of any instance where the confidentiality of the Protected Health Information has been breached.

III. RESTRICTIONS ON THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

Notwithstanding anything in the Underlying Agreement to the contrary, the Business Associate shall:

(a) Not use or further disclose Protected Health Information other than permitted or required by this Agreement or required by law;

(b) Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than provided for by this Agreement;

(c) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of New Avenues as required by HIPAA and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this Agreement;

(d) Report to New Avenues any use or disclosure of the Protected Health Information not provided for by this Agreement, or any security incident of which it becomes aware;

(e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors, that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information;

(f) Make available to any individual Protected Health Information about that individual only to the extent required by, and in accordance with, HIPAA;

(g) Make available an individual's Protected Health Information for amendment by that individual and incorporate any amendments to that individual's Protected Health Information to the extent required by, and in accordance with, HIPAA;

(h) Make available Protected Health Information required to provide an accounting of disclosures of an individual's Protected Health Information to the extent such accounting is required by, and in accordance with, HIPAA;

(i) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by, the Business Associate on behalf of New Avenues available to the Secretary of Health and Human Services (or its delegate) for purposes of determining New Avenue's compliance with HIPAA;

(j) Report to New Avenues any Breach of Unsecured Protected Health Information discovered by Business Associate. Notice shall be in writing and provided to New Avenues without unreasonable delay, but in no event more than three (3) business days after discovery of such Breach. Such notice will include, to the extent possible, the identification of each individual whose Protected Health Information has been or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during the Breach. Such notice shall also include the following information: (i) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (ii) a description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code,

or other types of information were involved); (iii) any steps individuals should take to protect themselves from potential harm resulting from the Breach; (iv) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further breaches; and (v) contact procedures for obtaining additional information;

(k) At termination of this Agreement, if feasible, return or destroy (at New Avenue's option) all Protected Health Information received from, or created or received by the Business Associate on behalf of New Avenues that the Business Associate still maintains in any form and retain no copies of such Protected Health Information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible; and

(l) To the extent the Business Associate is to carry out one or more of New Avenue's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to New Avenues in the performance of such obligation(s).

IV. PAYMENT OF BREACH EXPENSES AND INDEMNIFICATION

Notwithstanding anything in the Underlying Agreement or any other agreement between the parties to the contrary, and without limiting the terms of any indemnification provisions in the Underlying Agreement, in the event of a Breach of Unsecured Protected Health Information by Business Associate or any subcontractor, agent, employee, director, member, or other representative of Business Associate, Business Associate shall reimburse New Avenues for all reasonable and substantiated costs and expenses incurred by New Avenues regarding the obligation under HITECH and the regulations promulgated thereunder to notify individuals and other entities, including, but not limited to, costs and expenses to establish a toll free phone number and call center, and credit monitoring fees (up to one year). New Avenues will submit an invoice to Business Associate explaining the costs and expenses incurred by New Avenues and Business Associate shall make full payment to New Avenues within 30 days of receipt of the invoice. In addition, Business Associate shall indemnify, defend and hold harmless New Avenues, its directors, officers, employees and agents from any and all liabilities, claims, demands, damages, loss and costs (including attorney's fees) in connection with the performance of Business Associate's obligations under this Agreement, including, but not limited to, a Breach of Unsecured Protected Health Information, and Business Associate's non-compliance with HIPAA, the HITECH Act, and all regulations promulgated under HIPAA and the HITECH Act. The provisions of this Section shall survive termination or expiration of this Agreement.

V. AMENDMENT

This Agreement may be amended only in writing and only by the mutual consent of the parties. Notwithstanding the foregoing, this Agreement shall automatically be amended to the extent

minimally necessary to comply with any changes to HIPAA, including any changes as a result of HITECH.

VI. TERM AND TERMINATION

This Agreement shall become effective as of the later of (i) the date set forth below or (ii) the date the HIPAA privacy and security requirements become effective with respect to the relationship between New Avenues and the Business Associate. This Agreement shall remain in effect until the earlier of: (i) the date the parties mutually agree in writing to terminate this Agreement, or (ii) the date the Underlying Agreement is terminated. No separate notice shall be required to terminate this Agreement upon termination of the Underlying Agreement.

Notwithstanding anything in the Underlying Agreement to the contrary, if New Avenues determines in its sole discretion that Business Associate has violated a material provision of this Agreement, New Avenues may (i) terminate this Agreement and the Underlying Agreement upon written notice to Business Associate; or (ii) provide the Business Associate with an opportunity to cure the material breach and terminate this Agreement and the Underlying Agreement if Business Associate fails to cure the material breach within the deadline provided by New Avenues.

VII. RELATIONSHIP TO UNDERLYING AGREEMENT

It is the intent of the parties that the terms of this Agreement be interpreted so as to cause the Underlying Agreement to comply with the privacy and security requirements of HIPAA and the requirements of HITECH. Accordingly, this Agreement shall amend the Underlying Agreement to the extent provided herein regardless of whether this Agreement formally satisfies the requirements of the Underlying Agreement for amendment of the Underlying Agreement. To the extent any provisions of this Agreement conflict with the terms of the Underlying Agreement, this Agreement shall govern.

VIII. MISCELLANEOUS

Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns hereof.

Further Assurances. Each party will cooperate with the other and execute and deliver to the other party such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party to carry out, evidence and confirm the intended purposes of this Agreement.

Survival. Notwithstanding any contrary provision in this Agreement, the provisions of this Agreement shall continue in force beyond the term of this Agreement to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.

Waiver. The rights and remedies of the parties are cumulative and not alternative. Neither the failure nor any delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any

such right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power or privilege.

Governing Law. This Agreement shall be governed by the laws of the jurisdiction provided in the Underlying Agreement. If the Underlying Agreement does not specify such a jurisdiction, this Agreement shall be governed by the laws of the State of Indiana.

Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of services deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or strikes, or similar cause beyond the reasonably control of either party.

Relationship of Parties. None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

No Third Party Beneficiaries. Nothing herein is intended to give, nor shall have the effect of giving, any enforceable rights to any third parties who are not parties hereto or successors or permitted assigns of the parties hereto, whether such claims are asserted as third party beneficiary rights or otherwise.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Notice. Notices required under this Agreement shall be sent by regular mail to the address of each party set forth below or such other address as that party may designate in a notice properly delivered to the other parties.

EXHIBIT 10: MBHN PLUS PPO

This Exhibit Applies To MBHN Providers Who Practice in the State of: Indiana, Illinois, and Michigan

Section 1. Purpose Statement
New Avenues, Inc. d/b/a Midwest Behavioral Health Network may enter into agreements with various Payor's to access our behavioral health network. Payor's may include employer sponsored self-insured health plans, insurance companies, other health plans, and third party administrators contracting for PPO access on behalf of a health plan or employers who wish to access the MBHN network. This Agreement describes the Provider's roles and responsibilities in providing services under this PPO arrangement.

Section 2. Terms and Conditions for Provider Participation
Provider Eligibility: Any MBHN provider who is fully credentialed and contracted with MBHN and practicing in the states listed above shall be eligible and automatically considered an approved participating Provider in the MBHN Plus PPO Program. No signature is required.

2.1 If the Provider wishes to decline participation in the MBHN Plus, he or she shall notify MBHN within 30 days of receipt of this Notification indicating a desire to decline participation. If MBHN has not received notification during this period, it will be assumed that Provider shall accept clients for Covered Services under the terms listed below.

2.2 A Provider may not elect to exclusively participate in only the MBHN Plus PPO Program and not participate in all other MBHN managed care programs currently in place with the exceptions of the ADVANTAGE Medicare Choice+ PPO Program and the New Avenues Employee Assistance Program (EAP).

2.3 Provider participation is contingent on the Provider remaining in good standing with New Avenues /MBHN under the conditions of re-credentialing and contracting with the New Avenues as described in the Policies and Procedures of the MBHN, the Provider Manual, and subject to the terms specified in the Provider Agreement.

Section 3. Covered Services

3.1 Provider agrees to provide behavioral health services that meet medical necessity subject to the terms of each health plan, and subject to the industry standards for services described in the list of Procedural codes Exhibit 11.

3.2 Provider agrees to cooperate with the terms of the health plan and obtain pre-certification of services if required by the health plans. Each health plan may determine if utilization review shall be applied.

3.3 The members card shall indicate if prior-authorization is required and the Utilization Review agent to contact for obtaining pre-service certification. (Note: MBHN may not be the UR agent designated by these plans for behavioral health services.)

Section 4. Compensation for Covered Services

4.1 Compensation for covered services shall be paid by a Payor in accordance with the fee schedule listed in Exhibit 11. New Avenues d/b/a MBHN shall enter into agreements with employer sponsored self-insured health plans, insurance companies, and third party administrators to compensate Provider for Covered Services rendered to Covered Persons within forty-five days after the filing of a Complete Claim pursuant to Section 3.3. of the Original Provider Agreement. New Avenues reserves the right to clarify, supplement, or amend the rates. Such clarifications, supplements, and amendment shall be considered an amendment of the Agreement for which notice shall be required in accordance with Section 8.0 of the original Provider Agreement.

4.2 Provider understands that such compensation shall be paid by Payors, not by New Avenues, and that Payors shall be financially responsible for the compensation due to the Provider for Covered Services.

4.3 Provider agrees to send claims to the designated Claims Administrator, and to abide by the terms for handling claims filing, coordination of benefits, co-payments and deductibles subject to the terms of the Payor and the terms of MBHN described in the original Provider Agreement see Section 3.

4.4 The MBHN Plus PPO rate schedule listed in Exhibit 11 exclusively applies to services contracted through employer sponsored self-insured health plans, insurance companies, and third party administrators for health plan Payors who have contracted specifically with MBHN Plus PPO services under this arrangement. Such compensation schedule does not affect, replace, supercede, or conflict with the MBHN Fee schedule in place for all other New Avenues and MBHN behavioral health services. Provider understands that all other covered services shall be subject to the original fee schedule for all other business not specifically covered under this or future notification.

Section 5. Provider Directory:
Provider agrees to be listed in the MBHN Plus PPO Directory, web site MBHN Plus Designations, and other marketing information.

Section 6: Notification of Clients Payor Groups
New Avenues Inc. d/b/a MBHN may unilaterally add or delete Payors from the scope of this Agreement without the need to formally amend the Provider Agreement; provided however, that a Payor may be unilaterally added by New Avenues to the extent compensation payable with respect to that Payor is substantially equal to or greater than that set forth in Exhibits 1, 2 and 11. This Agreement shall apply to the following list of client Payors:

6.1 Current Payor Groups:

Please refer to the MBHN Insurance Reference Guide for up to date MBHN Plus PPO Payor Groups.

6.2 Any other client Payor Group that enrolls after this date of notification. Refer to the New Avenues Insurance Reference Guide. The reference guide is distributed to providers via the New Avenues Provider Newsletter at least twice a year. See Exhibit 11: Compensation Fee Schedule for MBHN Plus PPO

EXHIBIT 12: COVERED SERVICES FOR TREATMENT AND ASSESSMENTOF AUTISM SPECTRUM DISORDERS

This exhibit outlines the procedures utilized by MBHN for managing referrals and benefits for behavioral intervention services for assessment, treatment, and case management of patients with Autism Spectrum Disorders (ASD).

1. **Commitment to Members:**
   The field of behavioral interventions has changed rapidly; more providers are being trained and established in agencies to treat this special population, and there is a growing body of research to address the evaluation of different modalities that are effective in the treatment of members with developmental delays. It is recognized that each child is unique and a combination of treatment interventions may be indicated over the life cycle. Given there is a great deal of variability in the presentation of symptoms, the type and level of developmental delays occurring, and the level of adaptiveness and functionality in individuals with ASD, there is intention to match appropriately the level and type of services needed for each child to optimize long term benefits and to administer benefits within best practice guidelines.

2 **Covered Services**: **Scope of Coverage**

2.1. This policy applies to all Members who through multidisciplinary, professional evaluation have documented presence of diagnosis meeting criteria outlined in the most recent edition of the Diagnostic and Statistical Manual of American Psychiatric Association for the Diagnosis of Autism Spectrum Disorders.

2.2 Multi-disciplinary diagnosis is considered essential and should be conducted by experienced professionals evaluating enrollees from multiple perspectives. Evaluation should include Primary Care Physician, Psychological Evaluation, Psychosocial History, Motor, Speech, Functional Assessments, Education Assessment, and Nutrition Evaluation.

2.3 Health plans reserve the right to approve treatment plans and specify that all care will be under the supervision of a "Treating Physician". "Treating Physician" means a participating physician with the Member's Plan Network, medical or behavioral health, who orders services for the Member. The "treating physician" for ASD cases may be a child psychiatrist, psychiatrist with experience treating children and adolescents, a developmental behavioral pediatrician, or the member's participating primary care physician (PCP); however, under the circumstance that the Primary Care Physician, acting as the Treating Physician, and is unfamiliar with the diagnosis and treatment options for ASD, the member may be asked by the Network Medical Director to seek a consultation from a participating MBHN psychiatrist or developmental behavioral pediatrician or other network-approved physician with expertise in the diagnosis and treatment of ASD.

2.4 In the absence of a health plan approved policy, New Avenue's shall administer ASD benefits using this policy according to the Summary Plan Document of the enrollee.

2.5 It is MBHN's understanding that the Department of Insurance has interpreted legislative intention with the following requirements placed on health plans for benefit administration:

- Benefit coverage for medically necessary services for treatment of ASD conditions as prescribed by a "Treating Physician" subject to medical necessity review of a treatment plan submitted every six months.
- Benefit coverage includes behavioral intervention programs such as Applied Behavioral Analysis.
- ASD treatment is identified under HMO plans as a separate category of benefit; home-based behavioral training such as ABA are not subject to the limits and co-

payments of mental health benefits, home health care benefit limits, or other home-based services such as physical therapy, occupational therapy or speech therapy.

- Health plans may require that medically necessary treatment is subject to being delivered by participating network providers unless healthcare services are unavailable in the network; however, all proposed treatment (whether provided by in-network or out of network providers) is subject to utilization management requirements.

3. Behavioral and Medical Services Covered:

3.1 Psychiatric Services including Medication Management;

3.2 Psychotherapy with the child, adolescent, family and group therapy for higher functioning members with mild forms of ASD assuming presence of verbal and cognitive skills.

3.3 Family Therapy and parenting skills to promote communication, functional status, self-care and adaptive skills –a behavioral health component performed either through psychological counselor or behavioral therapist.

3.4 Applied Behavioral Analysis-Outpatient: Assessment, consultation, design and implementation of behavioral interventions conducted by a professional credentialed and contracted in the MBHN network. A child's behavioral intervention treatment program is typically developed through an assessment that involves close observation of the child in several settings, and in clinical consultation with the child's parents, teachers, providers, or others. The psychologist or board certified behavior analyst develops a treatment plan which may include one or more interventions at various levels of frequency and intensity depending upon the child's degree of developmental delay or impairment in several domains including self care, social behaviors, communication, and academic performance, age, level of adaptiveness in home, school and community settings. The frequency of visits varies by treatment needs but typically involves daily or multi visits per week over an extended period and is appropriate for persons within the slight to moderate level of global functioning:

- One-to-one behavioral training to be conducted by the BCBA for possible 1-10 hrs per week – office based or home based;
- Behavioral interventions delivered by direct service workers under the direction of a behavioral therapist, BCBA, or psychologist, may be delivered by agency in office based setting or home based setting; hours per week vary by treatment plan- generally under 20 hours per week;
- Consultation and training of the child with parents and therapeutic interventions with the child and family present, or consultation by BCBA clinician in a school setting with child present.

3.5 Intensive Facility-Based Behavioral Intervention Programs: For members with moderate to severe developmental delays in multiple domains and typically involves a minimum of 20 hours, up to 40 hours per week for an extended period delivered on a one to one basis or in small group activities. Treatment is delivered in a supervised and specialized environment under direction of a BCBA or psychologist and executed by combination of staff who may be BCBA, BCaBA, college level graduates, or non-college prepared direct services workers supervised by the BCBA/psychologist. These programs often include incorporation of ancillary treatment services including physical therapy, occupational therapy and/or speech therapy. Treatment involves multi-modal interventions, progress is monitored in very detailed measured steps, and targeted to improvement of skills, increasing of adaptive functional behaviors, social relatedness, or reduction of destructive, repetitive, or non-functional patterns of behaviors. There are typically several developmental domain areas targeted including but not limited to communication tasks, higher cognitive functioning, interpersonal relatedness and social interaction, learning readiness, motor skills, personal responsibility with personal care as eating, toileting, dressing, self-regulation of behavior, emotion, and attention. Facilities must show evidence of competency as demonstrated by (a) national accreditation such as Commission on Accreditation of Rehabilitation Facilities (CARF), (b) approval as a certified provider under Indiana Bureau of Developmental Disabilities

Waiver programs (or comparable state agency), or (c) behavioral analysis services are provided by and under the direction of a credentialed board certified behavior analyst (BCBA).

3.6 Intensive Home-Based Behavioral Intervention Treatment such as applied behavioral analysis (ABA) is generally provided in the home for children who can attend school in community setting at least on part time basis. Behavioral intervention treatment plans including ABA are typically designed by a BCBA or psychologist and performed by direct service worker(s) working under the supervision of a BCBA for up to 20 -30 hrs a week in the home with the parent(s) present and involved. Direct service workers may be college graduates with training and experience in behavioral interventions, non college trained workers supervised, trained, and employed by an agency, or be individuals employed directly by a family. (Preference is for an agency to employ direct care workers who are assigned to see the child in the home setting and who work under the supervision of a credentialed behavior analyst or psychologist; however, in some geographic locations that may not be possible, and agencies or a BCBA may work with families in identifying direct care workers that the family directly and independently employs to provide the prescribed behavioral intervention activities in the home.) The scope of direct care workers tasks are to carry out assignments and activities designed by the BCBA or psychologist using therapeutic techniques to modify specific targeted behaviors as described above. Reimbursement for covered services requires that direct care workers are performing behavioral interventions as prescribed and under the supervision of a psychologist or BCBA. Facilities must show evidence of competency as demonstrated by (a) national accreditation such as Commission on Accreditation of Rehabilitation Facilities (CARF), (b) approval as a certified provider under Indiana Bureau of Developmental Disabilities Waiver programs (or comparable state agency), or (c) behavioral analysis services are provided by and under the direction of a credentialed board certified behavior analyst (BCBA).

3.7 Occupational Therapy, Speech Therapy, Physical Therapy, Lab, And /Or Pharmacy also may be included in the treatment plan, and is subject to utilization review procedures. The child's treatment plan, coordinated by Case Manager, shall include inclusion of the OT, PT, and ST plans. These services may be arranged for a child under a separate physician order or be an integral part of a child's treatment program at an intensive facility-based program.

4 Exclusions:

Services excluded are those activities that do not provide direct face-to-face patient care such as report preparation, telephone contacts, family or school consultations without the child present (unless prior approval), travel expenses for parents, patients, providers, consultants, care givers, workshops and education classes for parents or direct service workers, supervision time for direct service workers unless patient or family are present, diapers, respite care, or any services which are not provided, arranged for, prior authorized, or approved by member's treating physician and network utilization review agent. Treatment regimens listed as "controversial, unconventional, aversive, or non- traditional" or deemed "experimental, investigational, emerging, unestablished, or unproven". Examples of excluded services include OSR#1 dietary supplements, aversive therapies, kilation therapy, gluten and casein-free diet regimens and products, sensory integrative packages. Treatment must be based on evidenced based standards of care.

5 Treatment Planning

The treating professional shall be required to submit a Treatment Plan. The Treatment Plan is a projected series of medical, psychiatric, and/or behavioral interventions selected for the management of a patient's condition(s), based on the individualized evaluation of what is needed to restore or improve the health and function of the patient.

The Treatment Plan document(s) should include:

5.1 Diagnosis,

5.2 Proposed treatment or types of service and provider(s),

5.3 Duration of treatment with timeframes,

5.4 The anticipated outcomes stated as specific goals,

5.5 Frequency by which treatment plans will be updated,

5.6 The treatment plans may be updated not less than every (6) months,

5.7 Treating Physician's signature.

6. **Documentation Requirements**

6.1 Services ordered by the Treating Physician must be documented on the Network ASD Treatment Plan form or comparable agency provider form and submitted to the case manager. The case manager shall discuss the Treatment Plan with the Treating Physician, authorized consulting specialists (if applicable), and the parents, and together they shall identify the participating and/or approved providers and treatment interventions.

6.2 See attached Sample Treatment Plan Form. The "Treating Physician" for limited purpose of oversight over the ASD treatment typically will fill out this form. The MBHN Care Manager will submit to the treating physician information regarding progress from other providers and will coordinate the treatment.

6.3 The Member's Treatment Plan shall be updated at least every six months and each time a change (addition or deletion) in service is requested or indicated for therapeutic intervention. It is the responsibility of the parents and the Treating Physician to submit a Treatment Plan to the Network Case Manager prior to initiating a service.

6.4 At the completion of each six month period, the case management team which includes the provider/s rendering services in accordance with the Treatment Plan goals, the Treating Physician, the Network Case Manager and the parents, shall discuss outcomes and expectations for the subsequent period of intervention. The Treatment Plan shall be documented following these discussions.

6.5 The Treatment plan shall be submitted to the PCP (if different than the ASD Treating Physician), the health plan, and Network if managed by MBHN.

7. **Case Management:**

7.1 If the member needs multi-specialty services in addition to or alternative to traditional behavioral health services, then the case shall be managed by the designated ASD Care Manager under the New Avenues -MBHN Intensive Case Management program. Families will be assigned a case manager at no charge to assist them with coordination of care. Members needing combination of behavioral health services, medical, and/or behavioral intervention treatments shall require a Treatment Plan signed by a Treating Physician at least every six months. The care managers for behavioral health and medical shall work together to coordinate the overall treatment. Cases that require only traditional psychiatry, routine level outpatient counseling, annual psychological testing shall be monitored through less intense level of case management/utilization review.

7.2 All behavioral health treatment plans are subject to prior authorization and concurrent review and shall be reviewed by the Medical Director and/or Psychologist Peer Reviewer every six months.

7.3 Providers are expected to work closely and collaboratively with the case manager in coordinating treatment, in submitting timely, descriptive treatment progress reports every six months, and in keeping the case manager informed of any significant changes in family support systems, changes in the treatment setting, changes in provider's status, or an occurrence of any sentinel events, that could potentially affect continuity of care or outcomes for the child during the treatment process.

8. **Evidenced-based Treatment Interventions**

The treatment of Autism Spectrum Disorders (ASD) is complex, and the body of research is changing rapidly. In making utilization review determinations, the MBHN relies upon a variety of resources including the American Psychiatric Association, The American Academy of Pediatrics, Hayes Directory, and expert consultants. With regard to evaluating various behavioral intervention treatment modalities, the MBHN has added to its reference list an industry recognized classification of behavioral intervention programs published by the National Autism Center (NAC) referred to as "National Standards Report Evidenced Based Practice Guidelines for Autism Spectrum Disorders". MBHN relies upon these guidelines for establishing standards for behavioral interventions during the utilization review determinations. Based upon a Strength of Evidence Classification System that examined quality, quantity, consistency in research findings, the NAC has classified over 38 different behavioral treatment interventions and therapeutic techniques under four classifications:
Established: Sufficient evidence is available to confidently determine that a treatment procedure produces beneficial treatment effects for individuals on the autism spectrum.
Emerging: Although one or more studies suggest that a treatment produces beneficial treatment effects for individuals with ASD, additional high quality studies must consistently show this outcome before we can draw firm conclusions about treatment effectiveness.
Unestablished: There is little evidence to allow us to draw firm conclusion about treatment effectiveness with individuals with ASD. Additional research may show the treatment to be effective, ineffective, or harmful/
Ineffective/Harmful: Sufficient evidence is available to determine that a treatment is ineffective or harmful for individuals on autism spectrum. For details see: The National Autism Center or are available to providers upon request.

9 **Guidelines for Families for the Selection of Direct Care Workers not hired or contracted by an agency.**

Behavior intervention treatment often involves a combination of persons working with the member - both a BCBA or psychologist designing the behavioral interventions and direct care workers who will execute the behavioral learning activities as prescribed and designed by the professional. Direct care workers must be under the supervision of a BCBA or psychologist. Families are strongly advised to utilize direct care workers who are under the employ of agencies; however, if there are geographic limitations or agency policies that do not provide for employment of direct care workers, the benefit plans and state regulatory statutes allow families to elect to arrange professional services through a BCBA or psychologist and directly employ direct care workers. Under these arrangements, behavioral interventions may be delivered at home under the guidance of a consulting psychologist or board certified behavior analyst who prepares the treatment program, and the family independently hires direct service workers to carry out the plan. The direct service workers are usually college students who work on an independent contractor basis with the child for 10-30 hours per week. Often the family has more than one worker hired concurrently who work on a weekly schedule. This model is not encouraged; however, it is our understanding that the statutes require that plans are responsible for reimbursement of family expenses up to allowable amounts for direct care workers hired by the family. **Under the circumstance in which the family hires service workers, the family assumes all responsibility for the selection, outcomes, and actions of independent contractors acting as direct service workers.**

MBHN has developed the following list of guidelines to assist families in making their selection of direct care workers.

The Department of Disability, Aging and Rehabilitative Services has established the following requirements for direct care staff:

- Be at least 18 years of age;
- Demonstrate ability to communicate adequately in order to complete required forms and reports of visits;
- Demonstrate ability to follow oral and written instructions of supervising professional;
- Demonstrate willingness to accept supervision;
- Demonstrate an interest in and empathy for member.

MBHN recommends the following additional selection criteria:

- Have at least completed a high school diploma, preferably be in college, or completed a bachelors degree in counseling, special education, psychology, social work or a related field; bachelor level behavior analyst is highly preferable.
- Have no history of criminal background;
- Have no history of sexual abuse charges or convictions;
- Evidence of current drivers license if any transportation will be involved;
- Provide at least three personal and 3 work/educational references;
- Demonstrate maturity and capacity to handle disruptive behavior, developmental disabilities and special needs in a confident manner.
- Completion of a basic First Aid class and certification of BCLS class.
- The prospective direct care worker completes an interview with the supervising BCBA, masters level Behavior Support Clinician, or psychologist with opinion by the professional that the direct care worker has the skills to carry out a behavioral intervention program.
- MBHN recommends that a parent, guardian, adult family member, or teacher be in the home or proximity of their child during all times that the caregiver is present working with child.
- Pre-employment and Intermittent Drug Screen

For an entity to be approved to provide behavioral support services, the entity shall certify that, if approved, the entity shall provide Level I clinician behavioral support services or Level II clinician behavioral support services using only persons who meet the qualifications set out in this section.

10 Payment: Submission of Claims for Reimbursement

Direct Services Workers Employed by an Agency

10.1 Payment is subject to benefits listed in the insured's Summary Plan Description and is limited to treatment that is prescribed by the insured's Treating Physician in accordance with a Treatment Plan. For purposes of this Protocol, it is possible that the "Treating Physician" is a behavioral health provider, a specialist, or the primary care physician.

10.2 It is anticipated all network providers shall submit their claims on CMS1500 forms to their respective claims administrator. Co-payments for ASD services shall be applied as described in the Summary Plan Description and applied to each unit or day of service.

10.3 Reimbursement to agencies for behavioral intervention direct service worker will be paid based upon the agreed upon MBHN allowable rate less co-pay or co-insurance as established in member's Summary Plan Description.

Direct Service Workers Employed by the Family

11.1 MBHN encourages families to utilize the services of agencies in the selection, training, and employment of direct care workers. Direct Service Worker(s) employed by a family to provide home based services such as ABA and/or other therapeutic services in the home, may be selected, managed, scheduled, and paid directly by the family as long as there is provision for and evidence of regular supervision of the direct care worker by a BCBA or psychologist.

11.2 The family assumes all responsibility for the actions and outcomes of each Direct Service Worker in their employment.

11.3 Families who are requesting reimbursement for their Direct Service Worker(s) shall submit their requests by submitting a completed Direct Service Worker Payment Form to the designated Case Manager. Incomplete forms will be returned for completion before payment can be made. Documentation shall include:

11.3.1 Cancelled checks or other health plan approved documents providing proof of payment for each Direct Service Worker(s) for whom reimbursement is sought.

11.3.2 In the event the request is for home-based services, including but not limited to ABA services, the monthly consultation report must be included that correlates with the timeframe represented by the claims submitted.

11.3.3 The hours of behavioral intervention with a child, including time of day, and location where each Direct Service Worker/s provided services must be clearly documented on the Direct Service Worker Payment form. All reimbursements made by the parents to the Direct Service Worker/s must specifically document the hours of treatment per day and the fee paid per hour or prorated thereof. The amount shall be totaled for each Direct Service Worker/s on a separate Direct Service Worker Payment form.

11.3.4 Upon receipt by the Network Case Manager, the documentation of services provided and consequent payment for said services by the parents shall be compared to the plan as outlined by the consultant. Any discrepancies shall be discussed directly with the parents.

New Avenues
Midwest Behavioral Health Network

Employee Assistance Programs
Toll Free: 800.731.6501
Telephone: 574.232.2131
Fax: 574.271.5980

Midwest Behavioral Health Network
Toll Free: 800.223.6246
Telephone: 574.271.5177
Fax: 574.271.5980

Dear ABA Provider:

The purpose of this letter is to clarify procedure for obtaining pre-authorization for ABA treatment from Midwest Behavioral Health Network (MBHN).

Prior to beginning services, please instruct families to call MBHN to initiate ABA services. MBHN will work with the family to obtain a clear diagnosis, which may require additional testing. All information needed by MBHN must be collected prior to the issuance of an authorization for ABA evaluation/treatment.

A preliminary authorization for CPT Codes **97151** and **97152** up to 8 hours will be issued *after* MBHN has communicated directly with parent. This 8 hours is to be used to collect baseline information necessary to complete the MBHN *Request for ABA Treatment* form for ongoing treatment, which must be submitted prior to rendering additional treatment.

The MBHN *Request for ABA Treatment* form for must be submitted to request authorization for ongoing treatment. This form must be typewritten, with every section complete. All data supplied must be quantifiable and measurable (goals, baseline data, and any progress). ONE form should be submitted per treatment period, which includes all past and present goals. Requests submitted on any other form will *not* be reviewed. **If any part of the form is incomplete, it will be returned to you unprocessed.**

The MBHN *Request for ABA Treatment* form includes:

Administrative Information. Include provider information, member information, units per code that are being requested per week, start and end date, and where treatment will occur.

1. **Ten narrative questions**. Answers should be succinct and patient specific.

Clinical Data. All data (for Goals, Baseline, and Progress) must be *Quantifiable & Measurable.*

2. Include ALL goals (past, current and new) on this form. A *Quantifiable & Measurable Goal* might be: "Will independently engage in parallel play near peer child for a minimum of 2 minutes, in 30-minute observations, across 5 sessions".
3. *Targeting* will be either "Not Yet Targeted", or a date indicating when targeting began.

Quantifiable & Measurable Baseline is the member's level of functioning PRIOR to initiation of treatment. A baseline measure for the above goal might be: "0 minutes/2 minutes". Initial baseline can be taken per parent report.

Progress at Date of Request is a quantifiable measure of member's CURRENT functioning.
Progress for above goal might be: *Improvement during last treatment period: 45 seconds/2*
minutes in 3/5 sessions. If the goal has been met provide the date it was met.

The number of goals submitted must support the number of units per week you are requesting. Goals should not be academic in nature, as this is a behavioral health benefit only.

Subsequent *Request for ABA Treatment* forms will include ALL goals, including all goals previously met in treatment. In addition, new goals will be added to the same form.

Parental participation with a BCBA is expected for all treatment received in the home. For facility based treatment, parents are expected to participate a minimum of 1 hour for every 20 hours of treatment. MBHN supports ABA that occurs in the natural environment (home and school), as this will more quickly promote generalization of skills.

Upon receipt of the MBHN *Request for ABA Treatment form,* the information will be reviewed. If any information is missing, the form will be returned to the provider, *unprocessed*. After a completed request is received, it will be reviewed, a letter will be sent to the member's physician provider, and a decision rendered. At any point in this process additional information may be requested.

After all necessary information is submitted, it could potentially take 2-3 weeks for review and creation of authorization. Please plan accordingly by submitting your request with complete information 3-4 weeks before your current authorization expires.

Authorizations will generally be issued for 6 months of treatment. However, if progress is less than expected, an authorization may be issued for a shorter period.

Please forward this information to any BCBA at your facility who may be requesting pre-authorization from MBHN for ABA services.

If you have any questions about procedure, please contact me.

Sincerely,

Catherine Herzog, LCSW
Supervisor of Clinical Services
cherzog@NewAvenuesOnline.com
Midwest Behavioral Health Network
574-485-1807

Developmental Disability-Children's Global Assessment Scale

Review the subject's performance across the main domains of functioning [a**) self-care, eating, dressing, sleeping**; b) **communication**; c) **social behavior**; and d) **academic performance**] and settings [**home, school, and community**]. Score overall level of functioning by selecting the heading that describes functioning relative to typically developing child of the same age. Use intermediary levels (e.g., 35, 58, 62), as needed. Scores should indicate actual level of functioning, regardless of treatment or prognosis. Focus on functional interference of psychopathology rather than symptoms per se. The descriptors provided below are only illustrative and are not required for a particular rating.

100-91	Superior functioning. Superior functioning within family, school, with peers. Superior accomplishments relative to age peers (e.g., high achievement in Scouts). School-age child doing well academically. Independently performs daily activities and self -care appropriate for age.
90-81	Adequate functioning in all areas: home, school, and peers; brief disturbances of behavior or emotional distress in response to life stresses (e.g., unanticipated changes in daily routine or physical environment), but no interference with functioning. Adaptive skills at age level in all domains.
80-71	Slight impairment in functioning. Most daily living activities at age level, but may need prompts and structure to accomplish. Minor changes in daily routine or environment may cause transient decrease in functioning. Social interactions may be one-sided and activity-based rather than intimacy-based. May appear immature, but not deviant. Language generally age-appropriate but conversations may be one-sided and/or focused on preoccupations.
70-61	Slight impairment in functioning and moderate impairment in at least one domain. Social deficits apparent in most situations. Learns appropriate social skills, but inflexibly and unable to generalize. Adaptive/self-help skills immature in most areas. Behavior noticeably unusual in some situations (e.g., social groups, unstructured settings) affecting social acceptance, and may restrict participation in age-normative activities in one or two domains or in a specific setting.
60-51	Moderate impairment in functioning in most domains. Needs considerable structure and supervision for daily routines. Daily living/adaptive skills are below age level. Communicates needs, responds to basic requests (verbally or nonverbally). Verbal language, if present, is inflexible and delayed. Social deficits and/or unusual behaviors are apparent in most settings and contribute to functioning below age expectation.
50-41	Moderate impairment in functioning in most domains and severe impairment in at least one domain (e.g., daily living or communication). Social overtures and/or responses are markedly absent or inappropriate. Daily living skills significantly delayed (e.g., dressing, bathing, eating). Stereotypic and/or other persistent unusual behaviors are noticeable to a casual observer and impede functioning.
40-31	Severe impairment in functioning in some domains. Rudimentary instrumental (not social) communication skills. Repetitive behaviors that interfere with adaptive functioning. Marked social withdrawal in most situations. Adaptive behavior significantly impaired. Significant environmental accommodations are needed in some domains. Very immature adaptive and self-care skills in at least two domains.
30-21	Severe impairment in all domains and settings, (e.g., home and school). Markedly withdrawn and isolated behavior. Requires extensive environmental accommodations (e.g., 1:1 supervision for behavior, locking cabinets, removing breakable objects from bedroom). Dependent in all aspects of daily living (e.g., dressing, bathing, toileting) beyond age expectation. May exhibit disturbance of basic regulatory process (e.g., sleeping, feeding).
20-11	Extreme impairment in at least one domain. Needs constant supervision; or extensive environmental accommodations for safety or for basic care (e.g., feeding, toileting). May need residential placement. Does not communicate basic needs. Does not interact with others. Marked disturbance of basic regulatory processes (e.g., sleeping, feeding).
10-1	Extreme and pervasive impairment. Poses danger to self or others. Needs intensive constant supervision (e.g., 24-hr care outside of the home) for safety or total dependence in basic self-help skills. Marked disturbance of basic regulatory processes. Needs specialized care (e.g., behavior management or medical care) beyond what can be provided at home and by outpatient support services.

Instructions for Raters

Areas to be considered in ratings include:

- Overall functioning in major adaptive domains:
  - Self care: eating, dressing, sleeping
  - Communication
  - Social behavior
  - Academic performance and setting

- Consistency or inconsistency of functioning across settings: home, school, community
  - Level of environmental adaptation needed
  - Level of supervision needed

1. Use the table below to organize your judgment of impairment across the four domains of function.

2. Choose the header/category that best describes general functioning (ex: *"moderate impairment in functioning in most areas"*). The descriptor should be a good description of the general functioning of the child, regardless of whether the source of impairment is cognitive, behavioral or other. You are comparing the description of adaptive functioning to what would be expected of a typically developing child, regardless of whether the impairment is due to developmental disability, behavioral disturbance, environmental factors, or other. Be wary of placing too much emphasis on standard scores; variability in functioning may get "averaged" out in the standard score. Instead, place more emphasis on descriptions of functioning.

3. Check details of that category to confirm that this is a general description, but note that most children will not fit perfectly into any particular category. You are looking for the "best fit".

4. When you think you have found the best fit, look at the two adjacent categories, to see if the child has some characteristics that fit into the next higher or lower category. This will help you adjust your score. For example, if the child fits best into "60-51 Moderate impairment in functioning in most areas" but has some similarity to 41-50, you would score in the lower half of the range (51-55). Conversely, if the child fits best in 60-51 but has some strengths that are consistent with the next higher category, you would score in the top half of the category *(55–60).*

LEVEL OF IMPAIRMENT

		None	Slight	Moderate	Severe	Extreme
DOMAIN	**Self-Care**					
	Communication					
	Social Behavior					
	School/Academic					

The DD-CGAS was adapted from the Children's Global Assessment Scale (CGAS; Shaffer et al, 1983) and the Global Assessment Scale (GAS; Endicott et al, 1976).

Suggested reference: Wagner A, Lecavalier L, Arnold LE, Aman MG, Scahill L, Stigler KA, Johnson CR, McDougle CJ, Vitiello B. Developmental disabilities modification of the Children's Global Assessment Scale . *Biol Psychiatry* 61:504–511.

Note. Readers are permitted to make free copies, as required. Electronic copies of the DD-CGAS can be obtained by writing to the authors.

NEW AVENUES / MBHN: Request for ABA Treatment

Midwest Behavioral Health Network · P.O. Box 360, South Bend, IN 46624
Phone: (866) 925 - 5730 · Fax: (574) 271 – 5980

Date of Request:	Rendering BCBA:
Facility/Company:	BCBA Signature:
Site Address:	Prescribing Physician Name:
Phone:	Prescribing Physician Signature:
Fax:	Prescribing Physicians Address:

Member Name:	Parent/Primary Guardian Name:
DOB:	Parent Phone:
Member ID:	Parent's Home Address:
Health Plan:	

Treatment Plan: ☐Initial Assessment ☐6 Month Review Start Date: End Date:

Program Duration: ☐ P/T-20 hrs. ☐ F/T- 40 hrs. ☐ Other:

Development of individualized treatment plan by supervising behavior analyst/QHCP. Assessment may include: review of file information about client's medical status, prior assessments, prior treatments; stakeholder interviews and rating scales; review of assessments by other professionals; direct observation and measurement of client behavior in structured and unstructured situations; determination of baseline levels of adaptive and maladaptive behaviors; functional behavior analysis; Selection of treatment targets in collaboration with family members and other stakeholders; development of written protocols for treating and measuring all treatment targets.

Procedure Code	Assessment and Indirect Services by BCBA (QHCP) Limit of 32 units of for 6 months	# Units per Week	Place of Service
97151	Behavior identification assessment, administered by a physician or other qualified healthcare professional, each 15 minutes face-to-face with patient, guardian(s)caregivers(s) administering assessments, and discussing findings and recommendation, and non-face-to-face analyzing past data, scoring/interpreting and assessment, and preparing the report/treatment plan.		❑Facility ❑School☐Home
97152	Behavior Identification supporting assessment, administered by one technician under the direction of a physician or other qualitied healthcare professional, face-to-face with the patient, each 15 minutes.		❑Facility ❑School☐Home
0362T	Behavior identification supporting assessment, each 15 minutes of technicians' time face-to-face with a patient, requiring the following components: • administered by the physician or other qualified healthcare professional who is on site; • with the assistance of two or more technicians; • for a patient who exhibits destructive behavior; • completed in an environment that is customized to the patient's behavior.		❑Facility ❑School☐Home
	Total # of Units per week		

IS PROVIDED DATA QUANTIFIABLE AND MEASURABLE?
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Implementation and management of treatment plan by behavior analyst/QHCP: training to technicians to care out treatment protocols accurately frequently and consistently; record data on treatment targets records notes; summarize and graph data; training family members and other caregivers to implement selected aspects of treatment plan; ongoing supervision of technicians and caregiver implementation; ongoing, frequent review and analysis of direct observational data on treatment target goals; modification of treatment targets and protocols based on data; training technicians, family members, and other care givers to implement revised protocols.			
Procedure Code	**Treatment Codes**	**# Units per week**	**Place of Service**
97153	**Adaptive behavior treatment by protocol**, administered by **technician** under the direction of a physician or other qualified healthcare professional, face-to-face with one patient, each 15 minutes.		❑Facility ❑School Home
0363T	**Adaptive behavior treatment with protocol modification**, each 15 minutes of technicians' time face-to-face with a patient, requiring the following components: administered by the **physician or other qualified healthcare professional who is on site**[4]; with the assistance of two or more technicians; for a patient who exhibits destructive behavior; completed in an environment that is customized, to the patient's behavior.		❑Facility ❑School Home
97155	**Adaptive behavior treatment with protocol modification**, administered by **physician or other qualified healthcare professional**, which may include simultaneous direction of technician, face-to-face with one patient, each 15 minutes.		❑Facility ❑School Home
97154	**Group adaptive behavior treatment by protocol**, administered by **technician** under the direction of a physician or other qualified healthcare professional, face-to-face with two or more patients, each 15 minutes.		❑Facility ❑School Home
97158	**Group adaptive behavior treatment with protocol modification**, administered by **physician or other qualified healthcare professional**, face-to-face with multiple patients, each 15 minutes.		❑Facility ❑School Home
97156	**Family adaptive behavior treatment guidance**, administered by **physician or other qualified healthcare professional** (with or without the patient present), face-to-face with guardian(s)/caregiver(s), each 15 minutes.	Units per week	❑Facility ❑School Home
97157	**Multiple-family group adaptive behavior treatment guidance**, administered by **physician or other qualified healthcare professional** (without the patient present), face-to-face with multiple sets of guardians/caregivers, each 15 minutes.	Units per week	❑Facility ❑School Home
	Total # of Units per week		

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Other Short-Term Therapies The Services Listed Below Must Be Pre-Authorized Through the Medical Network		# of units per week	Place of Service
97001/02	Physical Therapy (1hr unit)		❑Facility ❑Home School ❑Other
97003/04	Occupational Therapy (1hr unit)		❑Facility ❑Home School ❑Other
92506/07/08	Speech Therapy (1hr unit)		❑Facility ❑Home School ❑Other
	Other Therapy Services Weekly Total		

Summary paragraph of member's treatment/progress for last authorized treatment period:

1. Progress during last authorized treatment period:
   a. Number of Goals Improved: ☐
   b. Number of Goals Regressed: ☐
   c. Number of Goals w/ No Progress ☐
   d. Number of Goals on Hold ☐
   e. Number of Goals NYT ☐

2. Developmental Disability – Children's Global Assessment Scale Scores (See form following instruction letter):
   a. Self-Care: ☐
   b. Communication: ☐
   c. Social Behavior: ☐
   d. School/Academic: ☐

3. Family Involvement with BCBA, A minimum of 50% of all parental involvement must be face-to-face.
   ☐ Home-based - parent or guardian has been present at all times.
   ☐ School-Based, Full-Time - parent or guardian has participated 1 hour per week.
   ☐ School-Based, Full-Time - parent or guardian has participated 2 hours per week.
   ☐ Facility-Based, Part-Time - parent or guardian has participated 1 hour per week.
   ☐ Facility-Based, Full-Time - parent or guardian has participated 2 hours per week.

IS PROVIDED DATA QUANTIFIABLE AND MEASURABLE?
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4. Describe any medical/health co-existing conditions present? And are they being treated?

5. What medications are prescribed? Who is the prescribing physician?

6. Describe any cognitive/intellectual delays present?

7. Describe any social environmental barriers or stressors affecting progress?

8. Has attendance been steady as recommended? If not, please explain:

9. How is treatment addressing school transition or adaptation issues?

INFORMATION MUST BE TYPEWRITTEN, ADD ROWS AS NECESSARY TO LIST ALL GOALS.
REFER TO DIRECTION LETTER AS NECESSARY

QUANTIFIABLE & MEASURABLE GOAL	TARGETING	QUANTIFIABLE & MEASURABLE BASELINE	PROGRESS AT DATE OF REQUEST
Example: Will hold eye contact, 90% of the time when being spoken to, over 3 consecutive days.	o *Not Yet Targeted* o *Targeting began 02/03/17*	*As of 02/03/17, holds eye contact 0% of the time.*	o *Improvement, during last treatment period: 25% over 3 days.* o *Regression, as evidenced by: _____* o *No Progress* o *On Hold as of: _____* o *Goal Met as of: _____*
	☐ Not Yet Targeted ☐ Targeting began _____		*Improvement, during last treatment period: _____* *Regression, as evidenced by: _____* ◉ *No Progress* ○ *On Hold as of: _____* ○ *Goal Met as of: _____*
	☐ Not Yet Targeted ☐ Targeting began _____		*Improvement, during last treatment period: _____* *Regression, as evidenced by: _____* ○ *No Progress* ○ *On Hold as of: _____* ○ *Goal Met as of: _____*
	☐ Not Yet Targeted ☐ Targeting began _____		*Improvement, during last treatment period: _____* *Regression, as evidenced by: _____* ○ *No Progress* ○ *On Hold as of: _____* ○ *Goal Met as of: _____*

IS PROVIDED DATA QUANTIFIABLE AND MEASURABLE?
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	☐ Not Yet Targeted ☐ Targeting began ________________		*Improvement, during last treatment period:* ________________________ *Regression, as evidenced by:* ____________________ ○ *No Progress* ○ *On Hold as of:* ___________ ○ *Goal Met as of:* __________
	☐ Not Yet Targeted ☐ Targeting began ________________		*Improvement, during last treatment period:* ________________________ *Regression, as evidenced by:* ____________________ ○ *No Progress* ○ *On Hold as of:* ___________ ○ *Goal Met as of:* __________
	☐ Not Yet Targeted ☐ Targeting began ________________		*Improvement, during last treatment period:* ________________________ *Regression, as evidenced by:* ____________________ ○ *No Progress* ○ *On Hold as of:* ___________ ○ *Goal Met as of:* __________
	☐ Not Yet Targeted ☐ Targeting began ________________		*Improvement, during last treatment period:* ________________________ *Regression, as evidenced by:* ____________________ ○ *No Progress* ○ *On Hold as of:* ___________ ○ *Goal Met as of:* __________
	☐ Not Yet Targeted ☐ Targeting began ________________		*Improvement, during last treatment period:* ________________________ *Regression, as evidenced by:* ____________________ ○ *No Progress* ○ *On Hold as of:* ___________ ○ *Goal Met as of:* _________

IS PROVIDED DATA QUANTIFIABLE AND MEASURABLE?
THIS REQUEST WILL NOT BE PROCESSED IF DATA IS NOT QUANITIFIABLE/MEASURABLE.