MANAGED BEHAVIORAL HEALTH PRACTITIONER
FEE FOR SERVICE AGREEMENT

THIS MANAGED BEHAVIORAL HEALTH PRACTITIONER AGREEMENT ("Agreement") is made and entered into this October 1st 20[illegible] ("Effective Date") ***(to be completed by*** ABCD), by and between Jake Ball ("Practitioner") ***(insert contracting Practitioner's name),*** operating in accordance with the laws of the State, and Best Healthcare Provider Services ("ABCD "), a Texas not-for-profit medical corporation (Practitioner and ABCD to be collectively referred to herein as the "Parties").

WHEREAS, Practitioner is a behavioral health care practitioner duly licensed under the laws of the State; and

WHEREAS, ABCD wishes to contract with Practitioner to provide certain Covered Behavioral Health Services to Covered Persons (as hereinafter defined); and

WHEREAS, Practitioner desires to provide or arrange for the provision of the Covered Behavioral Health Services specified in this Agreement to Covered Persons for the consideration, and under the terms and conditions, set forth in this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual promises herein stated, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement and each of its Attachments, each of the following terms (and the plural thereof, when appropriate) shall have the meaning set forth herein, except where the context makes it clear that such meaning is not intended.

1.1 ***Attachment(s)*** means any attachments, amendments, exhibits and schedules to this Agreement, including any Product Attachments, incorporated herein by reference.

1.2 ***Clean Claim*** means an electronic submission that is compliant with the federal standard transactions provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. 104-191, or a CMS 1500 claim form, or its successor, submitted by Practitioner for Covered Behavioral Health Services provided to a Covered Person which accurately reflects such information as is required by this Agreement and the Provider Manual, and which has no defect or impropriety (including any lack of any required substantiating documentation) or particular circumstance requiring special treatment that prevents timely payment from being made on the claim.

1.3 ***Copayment*** means the amount (expressed as either a percentage of the cost of a specific service or a specific dollar amount) that a Covered Person is obligated to pay for a specific health care service pursuant to his or her Plan.

1.4 ***Covered Behavioral Health Services*** means those Medically Necessary health care services covered under the terms of the applicable Plan, subject to the limitations and exclusions of such Plan, that Practitioner agrees to provide pursuant to this Agreement and as described in the relevant Product Attachment.

1.5 ***Covered Person*** means a person entitled under the terms of a Plan to have health care services provided through Participating Health Care Providers of ABCD

1.6 ***DOI,*** as referenced in this Agreement, means the State Department of Insurance.

1.7 ***Emergency Care*** has, as to each particular Product, the meaning set forth in the Product Attachment pertaining to each such Product or, if no such meaning is specified in a Product Attachment, the meaning set forth in the Provider Manual.

1.8 ***Medically Necessary*** means, unless otherwise defined in the applicable Plan, any behavioral health care services determined by ABCD's medical director or his/her designee to be required to preserve and maintain a Covered Person's behavioral health, provided in the most appropriate setting and in a manner consistent with the most appropriate type, level, and length of service, which can be effectively and safely provided to the Covered Person, as determined by acceptable standards of behavioral health care practice and not solely for the convenience of the Covered Person, his/her Practitioner, or other health care provider. A determination that a service is Medically Necessary does not mean that a particular service is a Covered Service if the service is otherwise excluded under the Covered Person's Plan.

1.9 ***Negotiated Payments*** means the amount designated as the maximum amount payable by ABCD to Practitioner for any particular Covered Service provided to any particular Covered Person, pursuant to this Agreement or its Attachments for Covered Behavioral Health Services.

1.10 ***Participating Health Care Provider*** means any physician, hospital, skilled nursing facility, home health agency, or other health care provider, including institutional providers and ancillary services providers, and also Practitioner, which has contracted with, or on whose behalf a contract has been entered into with, ABCD to participate in one or more Products.

1.11 ***Plan*** a health benefits plan, or federal or State health benefits program, with which ABCD has contracted to provide or arrange the Covered Behavioral Services contemplated by this Agreement.

1.12 ***Preauthorization*** means verbal or written approval by ABCD, Plan, or other authorized person or entity, including a corresponding approval number obtained prior to admitting a Covered Person to a behavioral health care facility or to providing certain other Covered Behavioral Health Services to a Covered Person, when approval is required under the utilization management program of the applicable Plan.