

Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2009-cp03170853482-A

Submitted: 3/17/2009 8:53:58 AM

Consumer Information

| | | | | | |
|----------------------|------------|------------------|------------|-------|--|
| Your Last Name: | [REDACTED] | First Name: | [REDACTED] | M.I.: | |
| Your Street Address: | [REDACTED] | City: | Long Grove | | |
| Your State: | IL | Zip Code: | 60049 | | |
| Your County: | Lake | | | | |
| Your Home Phone: | [REDACTED] | Your Work Phone: | [REDACTED] | Ext.: | |
| Fax Number: | [REDACTED] | E-mail Address: | [REDACTED] | | |

Primary Company Or Person Your Complaint Is About

Company or Person? Company

| | |
|--|-----------------------------|
| Complainee Last Name: | Complainee First Name: |
| Company Name: A Forever Recovery | |
| Street Address: 216 Saint Mary's | City: Battle Creek |
| State: MI | Zip Code: 49017 |
| County: | Phone: 8774563313 |
| Fax Number: 2699647932 | E-mail Address: |
| Web Site Address: www.aforeverrecovery.com | Product Offered: drug rehab |

Secondary Company Or Person Your Complaint Is About

Company or Person? Company

| | |
|-----------------------|------------------------|
| Complainee Last Name: | Complainee First Name: |
| Company Name: | |
| Street Address: | City: |
| State: MI | Zip Code: |
| County: | Phone: |
| Fax Number: | E-mail Address: |
| Web Site Address: | |

Motor Vehicle Warranty Complaint Information

Vehicle Make, Model, and Year:
Vehicle VIN No.:

Complaint Information

Incident Date\Time: 11/20/2008 1:00:00 AM
Incident Location: Battle Creek Michigan
Approximate Monetary Value: \$20 000
Did you sign a contract? True
Where did you sign this contract? Long Grove IL
Is a court action pending? False
Do you have an attorney representing you on this matter? True

Are you willing to testify in court regarding this complaint? True

Did you complain directly to the business? True

What was the response from the business? pay more money to per wickstrom 5000

If no complaint was given to the business directly, why?

Was this complaint filed with any other agencies? False

Complaint Detail/Inquiry Information

Teenagers are promised medical care and professionals but only learn of L. Ron Hubbard and must read scientology and no help for drug rehabilitation; after charging close to \$20 0000 I was told to leave after a few weeks; I needed help and they just asked for another \$5000 for Per Wickstrom and I relapsed and they called me in IL but refused to help without payments of another \$5000 to the scientology rehab group and Wickstrom; Facility is dirty with ants and spiders and no towels after shower and I was just to sit around and do nothing; no treatment and all ex users at the facility; no help ; promised six months and refused to provide it. VERY scary cult Simon Bagirov

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if you want to sign up for the Consumer Protection Listserv.

[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

(*)I certify that the information on this form is true and accurate to the best of my knowledge.

(*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

DANNY E. DARNALL

ATTORNEY AT LAW

April 6, 2011

Michigan Department of Attorney General
Consumer Protection Division
P.O. Box 30213
Lansing, MI 48909

911 North Mulberry Street
Elizabethtown, KY 42701
TEL. (270) 769-9179
(270) 422-3996
FAX (270) 769-6473

Dept. of Attorney General
Consumer Protection Division

APR 08 2011

RE: A Forever Recovery

RECEIVED

Dear Sir or Madam:

I represent clients here in Kentucky by the name of [REDACTED] and his [REDACTED]. They recently had a very unpleasant experience with a rehabilitation facility called A Forever Recovery located at 216 St. Mary's Lake Road, Battle Creek, Michigan 49017. [REDACTED] was admitted at the facility March 16, 2011 for [REDACTED], however, left the facility voluntarily on March 26, 2011 because of his dissatisfaction with the treatment program. Although [REDACTED] had health insurance coverage with Anthem Blue Cross Blue Shield, and this information was provided to the facility, it represented to Mrs. [REDACTED] that there was no coverage for [REDACTED] stay. They thereafter insisted upon payment of \$15,000.00 after waiving \$7,500.00 in fees which they deemed and called a "scholarship". Thus, they represented that the total cost was \$22,500.00, but that the "scholarship" would pay for \$7,500.00 of this cost, leaving a balance of \$15,000.00.

Wanting to help her [REDACTED], Mrs. [REDACTED] borrowed funds from her personal IRA and sent a check by Federal Express overnight to A Forever Recovery in the sum of \$15,000.00 on March 23, 2011. Said bank check was cashed March 25, 2011. Since [REDACTED] return to Kentucky he and his [REDACTED] have confirmed with Anthem Blue Cross and Blue Shield that there was coverage for this stay if a claim had been filed. I have written a letter to A Forever Recovery requesting that they file such a claim and they refund Mrs. [REDACTED] the \$15,000.00 funds she paid.

Has your office received other complaints regarding the business dealings of A Forever Recovery? Please consider this a complaint against said business entity for the reasons stated hereinabove. Your investigation into this matter would be greatly appreciated. Should you need further information, please do not hesitate to contact me.

Yours truly,

Danny E. Darnall

DED/lrc

Battle Creek, MI 49017
Phone: (269) 788-0496
Fax: (269) 964-7932



A Forever Recovery

Fax Coversheet

To: Consumer Protection Division

From: Pamela Anderson

Fax: 517-241-3771

Pages: (9)

Phone:

Date: May 27, 2011

Re: AG No.: 2011-00087M-A
33

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

- Comments

PERSONAL AND CONFIDENTIAL

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any mis-transmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient.

**A Forever Recovery****A Forever Recovery**

216 St. Mary's Lake Road

Battle Creek, MI 49017

Phone: (269) 964-7932

May 27, 2011

AG No.: 2011-00087³³₂₁-A

To Whom It May Concern:

██████████ entered A Forever Recovery rehabilitation center on March 16, 2011 for a medically supervised ██████████ and subsequent ██████████ program. The terms of his financial responsibility were \$5,000.00 and the remainder to be covered by insurance. AFR relies upon a medical billing, MedPro Billing, for insurance verification, coding and billing purposes. MedPro Billing did state ██████████ had benefit coverage for our facility. ██████████ entered our facility went through a standard nursing assessment and was subsequently was ordered a medical ██████████ for ██████████ from our Medical Director, MD. We then tried to open an insurance case with his insurance company and we were told he did not have any benefits outside of his state. Although, MedPro Billing did continue to send in claims none were paid nor accepted. At that point we offered the B ██████████ highly reduced program fee structure. The program cost with ██████████ is \$22,900.00 and we offered the program to the ██████████ for \$15,500. The family decided to pay for the program and did so in full. ██████████ completed his ██████████ and entered the main program on March 23, 2011. ██████████ completed an Intake Assessment, was assigned a case manager, counselor, MRT group and focus group; he was given a facility tour, was shown his room introduced to other clients. On March 24th ██████████ met with his case manager and a treatment plan was set-up. His case manager contacted his ██████████ to give an update on progress. ██████████ contact made weekly by case management). On March 25th ██████████ had his first individual ██████████ session with Colleen Campbell, LMSW. On March 28th day he decided to leave Against Medical Advice and his ██████████ came and picked him up.

The terms of our enrollment agreement state there are no refunds after 8 day in treatment; ██████████ was here for twelve days and did successfully complete ██████████. In good faith we offered the ██████████ a 50% refund (\$7,750) due to the fact that ██████████ had left the program and we had the insurance issue. The ██████████ does not want to pay for services that were provided and money that was spent on ██████████ care. J ██████████ was not terminated from our program, he left on his own free will and is certainly able to return if he chooses to do so.

Please contact me if you need any additional information.

Pamela Anderson, Executive Director
A Forever Recovery
216 St. Mary's Lake Road
Battle Creek, MI 49017
Phone: (269) 788-0496
Fax: (269) 964-7932
Email: panderson@stopyouraddiction.com

**A Forever Recovery****A Forever Recovery****216 St. Mary's Lake Road****Battle Creek, MI 49017****Phone: (877) 456-3313****Fax: (269) 964-7926**

To Whom It May Concern:

Before [REDACTED] entered A Forever Recovery we sent a benefit verification form to our medical billing company (MedPro Billing). We received the benefit verification form back stating he did have benefits for the A Forever Recovery facility. Once [REDACTED] entered A Forever Recovery, MedPro billing attempted to open a case with [REDACTED] insurance company, but they denied it stating he can only be approved for hospital visits in his state. Although [REDACTED] was denied, MedPro Billing still sent in claims as a courtesy for processing at his insurance company.

Lindsey Watson, Insurance Coordinator

A Forever Recovery

216 St. Mary's Lake rd.

Battle Creek, MI 49017

Phone: 269-788-0496

Fax: 269-964-7932

Created: 05/24/2011

Forever Recovery

Page 1

Time: 4:23:05 pm

Patient Ledger: [REDACTED]

By: KAY At: Job 50

Options Selected

View: Detailed

Order: Claim Number

| Date | Prv | POS | Clm | Ins | Description | Amount | PatBal | InsBal |
|--------|-----|-----|-----|-----|-------------|---------|---------|--------|
| 031611 | 2 | 1 | 1 | F | [REDACTED] | 1695.00 | 1695.00 | 0.00 |
| 031711 | 2 | 1 | 1 | F | [REDACTED] | 1695.00 | 1695.00 | 0.00 |
| 031811 | 2 | 1 | 1 | F | [REDACTED] | 1695.00 | 1695.00 | 0.00 |
| 031911 | 2 | 1 | 1 | F | [REDACTED] | 1695.00 | 1695.00 | 0.00 |
| 032011 | 2 | 1 | 1 | F | [REDACTED] | 1695.00 | 1695.00 | 0.00 |
| 032111 | 2 | 1 | 1 | F | [REDACTED] | 1695.00 | 1695.00 | 0.00 |
| 032211 | 2 | 1 | 1 | F | [REDACTED] | 1695.00 | 1695.00 | 0.00 |
| 032311 | 2 | 1 | 1 | F | [REDACTED] | 1695.00 | 1695.00 | 0.00 |

| | | | | | | | | |
|------------------|--|--|--|--|--|----------|----------|------|
| Totals for Clm 1 | | | | | | 13560.00 | 13560.00 | 0.00 |
|------------------|--|--|--|--|--|----------|----------|------|

| | | | | | | | | |
|--------|---|---|---|---|-------------|---------|---------|------|
| 032411 | 2 | 1 | 2 | F | RESIDENTIAL | 1495.00 | 1495.00 | 0.00 |
| 032511 | 2 | 1 | 2 | F | RESIDENTIAL | 1495.00 | 1495.00 | 0.00 |

| | | | | | | | | |
|------------------|--|--|--|--|--|---------|---------|------|
| Totals for Clm 2 | | | | | | 2990.00 | 2990.00 | 0.00 |
|------------------|--|--|--|--|--|---------|---------|------|

| | | | | | | | | |
|---------|--|--|--|--|--|----------|----------|------|
| Totals: | | | | | | 16550.00 | 16550.00 | 0.00 |
|---------|--|--|--|--|--|----------|----------|------|

Total Charges: 16,550.00

Total Payments: 0.00

Total Credits: 0.00

Total Debits: 0.00

Total : 16,550.00

Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2013-cp07300151830-A

Submitted: 7/30/2013 1:51:24 AM

Consumer Information

Your Last Name: [REDACTED]
Your Street Address: [REDACTED]
Your State: OH
Your County: Calhoun
Your Home Phone: [REDACTED]
Fax Number:

First Name: [REDACTED] M.I.: T
City: Fairfield
Zip Code: 45014
Your Work Phone: [REDACTED] Ext.:
E-mail Address: [REDACTED]

Primary Company Or Person Your Complaint Is About

Company or Person? Company
Complainee Last Name:
Company Name: A Forever Recovery
Street Address: 216 St. Marys Lake Dr
State: MI
County: Calhoun
Fax Number: 2699648273
Web Site Address: stopyouraddiction.com
Primary Jurisdiction: None

Complainee First Name:
City: Battle Creek
Zip Code: 49017
Phone: 2697880496
E-mail Address:
Product Offered:

Secondary Company Or Person Your Complaint Is About

Company or Person? Company
Complainee Last Name:
Company Name: Tranquility Detox
Street Address: 163 North Ave
State: MI
County: Calhoun
Fax Number:
Web Site Address:

Complainee First Name:
City: Battle Creek
Zip Code: 49017
Phone: 2698322756
E-mail Address:

Motor Vehicle Warranty Complaint Information

Vehicle Make, Model, and Year:
Vehicle VIN No.:

Complaint Information

Incident Date\Time: 7/29/2013 2:45:00 PM
Incident Location: 216 St. Mary's Lake Road Battle creek MI
Approximate Monetary Value: \$5,000
Did you sign a contract? True
Where did you sign this contract? A Forever Recovery
Is a court action pending? False
Do you have an attorney representing you on this matter? False
Are you willing to testify in court regarding this complaint? True
Did you complain directly to the business? True
What was the response from the business? We should not worry there practice is legitamte
If no complaint was given to the business directly, why?
Was this complaint filed with any other agencies? False

Complaint Detail/Inquiry Information

My [REDACTED] is 18 and we found a drug rehabilitation center that said they would accept our insurance. This Facility is A Forever Recovery in Battle Creek. [REDACTED] was court ordered into treatment so we had contacted the facility and they wrote a letter to our judge Joyce Cambell at the Fairfield Municipal Court in Fairfield ohio. Once we got done with court we were told on the phone that we needed to pay \$5,000 that day to get him in treatment. They also told us we had to change my [REDACTED] address to their address (the facility) so the insurance payments would be directly paid to them. We did this. Once my [REDACTED] got him there we were also told by Robert Mead (intake coordinator at A Forever Recovery) that we needed to sign a Durable Power of Attorney so they could act on our behalf for the insurance payments. So we signed this. My [REDACTED] also had to open a credit card for the facility for the remainder down payment for services. My [REDACTED] got to the facility on 7/24/13. The next day I got a call from a woman named Nida from a place called Tranquility Detox. I had no idea what this place was. She called me but refused to speak with me. I did get a call later on a Saturday explaining my [REDACTED] had been in [REDACTED] there and should be done with [REDACTED] in a few days. I was told the [REDACTED] s medically supervised. When I went on the website for Tranquility Detox there is no information about the number of nurses they have [REDACTED] procedure, or about doctors supervising detox. when I checked the address for Tranquility Detox, it is actually listed as Freedom Center on Google Earth. I spoke to another gentleman who updated me on Sunday about my [REDACTED]. They said he was almost finished with it. [REDACTED] was [REDACTED] treatments. I was asking more questions about the treatment and facility but was told he had not been appointed a case manager yet and as soon as he had one they would call me. On Monday, I received a call from James, my [REDACTED] case manager. He said they were working on him completing his 280 page questionnaire and that my [REDACTED] was not providing detailed information. he mentioned that he may have to do more [REDACTED]. I asked why and he said for him to relax. This lead me to try to get in touch with billing because I had been told by Robert Mead that our insurance did not cover [REDACTED] because my [REDACTED] had been using [REDACTED]. I corrected him and added that he used [REDACTED] as well as synthetic [REDACTED] and that withdrawal form this can be very bad. He said our insurance would not cover it because of the [REDACTED]. I asked for billing. I was patched through to a woman named Lindsey who said she could not help me but she would have Stacy call me. She said she would call back shortly. While I was waiting for Stacy to call me back I called my insurance company, I asked about [REDACTED] and they said it was covered. The representative from Blue Cross Blue Shield said she would be glad to talk to Tranquility Detox, I could call them and then we could conference call. This was about 11am on 7/29/13. By 2:45 pm no one had called me back from the [REDACTED] billing department. So I called and asked for billing. Instead of talking to someone in billing they put me through to the intake coordinator Robert Mead. Mr. Mead spoke with me for a long time. He said that [REDACTED] would not be covered because my [REDACTED] was using [REDACTED] explained he had also used [REDACTED]. He said that was such a new [REDACTED] insurance companies were not covering it. I told them we could call my insurance right then. He went on for a time about why we had to sign durable power of attorney, change of address, the credit card we had to open to cover services- all of this so they could get paid for services because so many people got their insurance check sent to them and then bilked A Forever Recovery out of their payment. He was reassuring me that all of this was above board and for the purpose of insurance payment. I insisted on getting him to call the insurance company right then and he did say that they would probably pay at 60%. he said this after telling me over and over our insurance would not cover it because that had been his experience (he was not the billing department however. I am concerned no doctors or nurses are supervising and that we are being scammed for money. Also questioning methods- was told he was done with [REDACTED] but then James the case manager said he may need more [REDACTED] because he was anxious.

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[True] Check if you want to sign up for the Consumer Protection Listserv.

[True] Check if you want to sign up for the AG Press Release Listserv.

[True] Check if you want to sign up for the Attorney General Opinions Listserv.

(*) I certify that the information on this form is true and accurate to the best of my knowledge.


(*) I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

FAX 517-335-1935

ASSISTANT ATTORNEY GENERAL

Kathy P. Fitzgerald-P31454

Kathy, I've had a problem with
this Corp. I'm having the police
look into this, but also I'm
sending you all I have. I wish
that you & your office will except
this as a formal complaint and
do some kind of investigation on the
matter. Thank you as a
consumer



4-8-2010

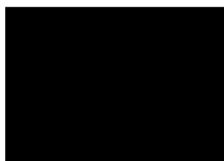


TRANSMISSION VERIFICATION REPORT

TIME : 03/24/2010 09:49
NAME :
FAX :
TEL :
SER.# : 000C6J111391

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

03/24 09:46
00:03:03
10
OK
STANDARD
ECM



FAX Verification
to Forever Recovery

Cover

ATT:

ATTORNEY

B Fax #

B Phone #

From

~~CH~~
C

ATT:

Steve Anderson

A Forever Recovery

Fax 269-964-8273

①

[REDACTED]

CORUNNA, MI 48817

H

C

A Forever Recovery
216 St Mary's LK. Rd.
Battle Creek, MI 49017
B 877-456-3313 ext. 13

Steve Anderson
A Forever Recovery
216 St Mary's LK. Rd.
Battle Creek, MI 49017
269-788-0496 or 269-964-6731

[REDACTED]

Attorney

Battle Creek, MI 49017-3625

Fax

[REDACTED] I'll be filing these papers
on Thursday March 25, I would
like to hear from you.
Thank You

[REDACTED]

(2)

9:00 PM

ON MARCH 3rd A [REDACTED] member came to my house. They had me get in the car. The next thing I knew I was at some rehab center. I didn't know where I was and they left me there.

These people acted as I can remember caring. They searched me took off all my clothes & went thru my belongings. They took my cell phone & my wallet. AS I sat in the so called green room with security a person came in & ask me if I had insurance. At the time I was under the influence of [REDACTED] & very [REDACTED].

I stated whatever I have I have in my wallet. It seem like a few min went by & he returned. he had 2 authorization papers, one for my Debit card & one from my credit card. They were for withdraw for a total of 2 thousand dollars.

They then took me to another place called the [REDACTED] house. It is a 3 story house app. 3,000 sq. ft. counting the basement. I spent 36 hr there, in

(3)

The first few min. of being there they started having me sign papers. I couldn't read them my [redacted] were not working. I said I didn't understand what was going on. They said that this was an [redacted] type recovery place and they were here to help me. They explained what the papers were. I couldn't understand any of it. If you look at my signatures it can be seen I could barely sign my name. Where I couldn't write they wrote for me.

I'm a totally disabled Vet. Since Feb 2003, I receive DSI I have medicare & health Plus Insurance. The house is not handicap accessible. 15 stairs up to the bedroom and I'm on the top bunk. The furniture ~~was~~ was wore out & there are 12 other people there. They said it was a full house. I tried to tell them I can't climb stairs, but to no avail. I remember crawling up them and then into my bed. My bed was rock hard. I just passed out.

I was there for 36 Hr before they took me to the main building.

Its About 100 yds Away. Stairs to go up & stairs to go down. Nothing WAS on the same ~~lower~~ level, Food in the Lower level, Classed in the upper & my room app 200 ft down a hallway on the second level. Everything was concrete to walk on & the chairs were classroom style. My bed WAS on the top bunk I had 2 other roommates.

I CAN'T WALK FAR Less THAN 100 yds, stand long 10 min. NOR CAN I stay seated long 10 min. There ARE Life Long Limits. At my house Its handy cap ass. and bed & furniture is reclining. by Friday at 8:00 pm I told security I wanted to leave.

My Legs were killing me In pain, & my back was throbbing intensely. They took hours it was one thing or another. This person & that person. All of them telling me that I would die if I Left. I WAS now scared. But wanted to go Saturday around 2:00 pm they gave me my belongings, drove me to a town & then handed me my wallet & cell phone. My wallet WAS

(5)

empty & my phone was dead.

They dropped me off at a homeless shelter in Battle Creek MI. The shelter was closed until 4:00 PM

That day. Across the street was a check cashing & ATM. I was able to get money call a cab and get home.

I thought it was over. Monday I checked my BAL. on my BANK & found there was a lot of money gone.

They told me they would stop all transactions & they gave me a readout of them. ON Wed Night 1000, Thur. the 4th \$1,500 the 5th Sat. 1000 & Sun the 6th 500, a total of 5,000 plus

my credit CAR for 1,000. I only authorized 1000 from my signature on

Wed the 3rd of March. I'm asking the Court for the entire amount be given back plus my pain & suffering I had & still am dealing with, because of the conditions of Forever Recovery

I called them on Monday the 7th, talked to Steve Anderson with accounts, he stated that I still owed him \$6000. but less just call it even. ^{he said} I said no. I tried to work it out on 2 other calls.

(6)

Then I asked for my paper-work he said I signed. Copies of it. He said he would have it for me. I drove there. He gave me the contract. I asked for my Bank Authorization, statements. He said he didn't have them but would get them sent to me. I thanked him before I left. He told me if I had any other questions to call a number on a postit note on the front of the contract.

I called the # that Steve Anderson gave me. It was a lawyer office. I talked to

[REDACTED] & explained what happened. He said he was in the dark but would call me back. He hasn't as of March 24th. I've call 3 more times. on 3 days

I hope the court make a Judgment in my behalf.

Respectfully

[REDACTED]



SOCIAL SECURITY ADMINISTRATION

Refer To: 367-70-0754

Office of Disability Adjudication and Review
SSA ODAR Hearing Ofc
Suite 200
4202 Collins Road
Lansing, MI 48910-9908

Date: September 28, 2009

[REDACTED]
Corunna, MI 48817

NOTICE OF DECISION - FULLY FAVORABLE

Enclosed is the Administrative Law Judge's decision on your claim. This notice gives you information about what you can do if you disagree with the decision. Please read this notice and the decision carefully.

This Decision is Fully Favorable To You

Another office of the Social Security Administration will process the decision and will send you a notice about your benefits. Your local Social Security office or another Social Security office may ask you for more information before you receive the notice about your benefits. If this happens, please answer promptly.

You should hear something about this decision within 60 days. If you do not, contact your local Social Security office.

If You Disagree With The Decision

If you disagree with the Administrative Law Judge's decision, you may appeal to the Appeals Council. You must do this by filing written exceptions. Exceptions are your statements explaining why you disagree with the decision of the Administrative Law Judge.

Mail the written statement of your exceptions to:

Appeals Council, Office of Disability Adjudication and Review
5107 Leesburg Pike
Falls Church, VA 22041-3255

You must file your written exceptions **within 30 days** from the date you receive this notice. The Appeals Council assumes that you receive this notice within five days after the date shown on it unless you show that you did not receive it within the five-day period.

If you need more time to file your written exceptions, you must file a written request for additional time with the Appeals Council within 30 days of the date you receive this notice. If

**SOCIAL SECURITY ADMINISTRATION
Office of Disability Adjudication and Review**

DECISION

IN THE CASE OF

(Claimant)

(Wage Earner)

CLAIM FOR

Period of Disability and Disability Insurance
Benefits

(Social Security Number)

JURISDICTION AND PROCEDURAL HISTORY

This case is before the undersigned on remand from the Appeals Council pursuant to a remand from the United States District Court for the Eastern District of Michigan, Southern Division. The claimant appeared and testified at a hearing held on August 20, 2009, in Lansing, Michigan. Joanne. Pfeffer M.A., an impartial vocational expert, also appeared at the hearing. The claimant is represented by Matthew F Taylor, an attorney.

The claimant has amended the alleged onset date of disability to February 25, 2003 (Exhibit 18B).

ISSUES

The issue is whether the claimant is disabled under sections 216(i) and 223(d) of the Social Security Act. Disability is defined as the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment or combination of impairments that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months.

There is an additional issue whether the insured status requirements of sections 216(i) and 223 of the Social Security Act are met. The claimant's earnings record shows that the claimant has acquired sufficient quarters of coverage to remain insured through June 30, 2004. Thus, the claimant must establish disability on or before that date in order to be entitled to a period of disability and disability insurance benefits.

After careful review of the entire record, the undersigned finds that the claimant has been disabled from February 25, 2003 through the date of this decision. The undersigned also finds that the insured status requirements of the Social Security Act were met as of the date disability is established.

APPLICABLE LAW



CHEMICAL BANK

DEPOSIT SERVICES

P.O. Box 529

Midland, Michigan 48640-0529

Telephone: 800-867-9757 (989) 633-5137

www.chemicalbankmi.com

March 10, 2010

[REDACTED]
Corunna, MI. 48817

Dear Mr. [REDACTED]:

As per your request on March 10, 2010, we are investigating your inquiry of four disputed transactions in the total amount of \$4,000.00.

In order to process this chargeback in the best manner possible we will need more information about the situation. In order to process this chargeback, we are required by MasterCard to obtain a copy of the contract that you signed with this business. **Please supply us with a copy of this by the date listed below.**

We have a limited time to continue with this dispute and will need the documentation as soon as possible in order to proceed. If we do not receive further information by **March 18, 2010** we will be unable to dispute the charge and will consider the matter resolved.

If you have any questions regarding this matter, please feel free to contact the Merchant Services Department at (866)901-0321.

Respectfully,

Virginia Adams
Merchant Services

Contract
Debit trans
Authorization

C Calculate APY

Display Authorizations

Authorization Status

New Today

Account Number

Card Number

Authorization Information

Date Mar 06 2010

Authorization Number 070003

Card Acceptor ID 00P00 000 0

Merchant Type 0000

Authorization Expiration Date Mar 06 2010

Card Sequence Number

Authorization Amount \$1,500.00

Authorization Type STAND IN AUTHORIZATION

Card Acceptor Name/Location A FOREVER RECOVERY BATTLE CREEK MI

Acquirer Trace Information

Acquirer Institution ID 000000000000

Trace Number 000000

Retrieval Reference Number 200206

Payment Service Indicator

CPS Tran Identifier

Next

FAX: 269-963-3798

Dept. VAN Der Bilt



C Calculate APY

Display Authorizations



Authorization Status

Next End

Account Number

Card Number



Authorization Information

Date Mar 06 2010

Authorization Number 000531

Card Acceptor ID 00P00 000 0

Merchant Type 0000

Authorization Expiration Date Mar 06 2010

Card Sequence Number 1

Authorization Amount \$500.00

Authorization Type STAND IN AUTHORIZATION

Card Acceptor Name/Location A FOREVER RECOVERY BATTLE CREEK MI

Acquirer Trace Information

Acquirer Institution ID 000000000000

Trace Number 000000

Removal Reference Number 200369

Payment Service Indicator

CRS Tran Identifier

Next >

C Calculate APY

Display Authorizations



Authorization Status

New Entry

Account Number

Card Number



Authorization Information

Date Mar 07 2010

Authorization Number 010056

Card Acceptor ID 00P00 000 0

Merchant Type 0000

Authorization Expiration Date Mar 07 2010

Card Sequence Number

Authorization Amount \$1,000.00

Authorization Type STAND IN AUTHORIZATION

Card Acceptor Name/Location A FOREVER RECOVERY BATTLE CREEK MI

Acquirer Trace Information

Acquirer Institution ID 000000000000

Trace Number 000000

Retrieval Reference Number 200168

Payment Service Indicator

CPS Transaction

Next ->

C Calculate APY

Display Authorizations



Authorization Status

New Today

Account Number

Card Number



Authorization Information

Date: Mar 07, 2010

Authorization Number: 000006

Card Acceptor ID: 00P00 000 0

Merchant Type: 0000

Authorization Expiration Date: Mar 07, 2010

Card Sequence Number: 1

Authorization Amount: \$1,000.00

Authorization Type: STAND IN AUTHORIZATION

Card Acceptor Name/Location: A FOREVER RECOVERY BATTLE CREEK MI

Acquirer Trace Information

Acquirer Institution ID: 000000000000

Trace Number: 000000

Removal Reference Number: 100238

Payment Service Indicator

CPS Tran Identifier

Next >

KREIS, ENDERLE, HUDGINS & BORSOS, P.C.

One West Michigan
Battle Creek, MI 49017

Phone: (269) 966-3000 Fax: (269) 966-3022

www.kreisenderle.com

FAX TRANSMISSION COVER SHEET

TO: State of Michigan Attorney General's Office

FROM: James D. Lance/ Kristen

FAX: 517-241-3771

RE: [REDACTED] AG No.: 2010-0010101-A

DATE: May 7, 2010

You should receive 2 page(s), including this cover sheet. If you do not receive all of the pages, please call (269) 966-3000.

The information contained in the facsimile is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received the communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service.

**Kreis
Enderle
Hudgins
& Borsos**

James D. Lance

Direct Dial 269-441-4522

A Professional Corporation
Attorneys at Law
One West Michigan Avenue
Battle Creek, MI 49017
269-966-3000
Fax 269-966-3022
jlance@kreisenderle.com

May 7, 2010

Note: This correspondence is inadmissible pursuant to MRE 408

Michigan Department of Attorney General
Consumer Protection Division
PO Box 30213
Lansing, Michigan 48909

Sent via Post
and email: 'cp_email2@michigan.gov'

Re: [REDACTED] v A Forever Recovery
AG No.: 2010-0010101-A

To Whom It May Concern:

The purpose of this letter is to provide you with a response to the above captioned complaint as well as your letter dated April 8, 2010, regarding the same. Please be advised that Freedom Center is currently investigating the allegations contained in Mr. [REDACTED]'s complaint in effort to determine the validity those claims and respectfully requests additional time to conduct the investigation.

Sincerely,

KREIS, ENDERLE, HUDGINS
& BORSOS, P.C.

James D. Lance

James D. Lance

JDL/kef

CP_Email1, CP_Email1 (AG)

From: Corey Leuffgen <cleuffgen@stopyouraddiction.com>
Sent: Monday, October 04, 2010 4:59 PM
To: CP_Email2
Subject: 2010-0010101-A
Attachments: [REDACTED].pdf

To whom it may concern,

Attached is response to AG complaint 2010-0010101-A received from your office.

Corey Leuffgen, AS, CADC, CCDC
Deputy Executive Director
A Forever Recovery
216 St. Mary's Lake Road
Battle Creek, MI 49017
Phone: (269) 788-0496
Fax: (269) 964-7932
Email: cleuffgen@stopyouraddiction.com
www.stopyouraddiction.com



A Forever Recovery

A Forever Recovery
216 St. Mary's Lake Road
Battle Creek, MI 49017
Phone: (269) 788-0496
Fax: (269) 964-7932

October 4, 2010

██████████
Entered AFR program on 03/04/2010 and left against medical advice on 03/06/2010

██████████ entered the program on March 04, 2010. His ██████████ held an ██████████ and brought him into the center. The terms of his enrollment agreement were \$5,000.00 (Five Thousand Dollars) down and the balance of \$13,500.00 (Thirteen Thousand Five Hundred Dollars) was to be paid within 7 (seven) days after entry. (Exhibit A) Upon arrival at the center ██████████ was to place \$5,000.00 on a credit card as his down payment. ██████████ had an ATM debit card which had a daily limit of \$2,000.00. ██████████ placed \$1,000.00 (One Thousand Dollars) on his MasterCard and \$1,000.00 (One Thousand Dollars) on his Visa card and signed both sales slips. (Exhibit B & C) ██████████ credit card was run for the additional money that was due over the next few days to fulfill the obligation that he had agreed to. ██████████ also signed a review acknowledgement pertaining to his enrollment agreement. (Exhibit D) ██████████ chose to leave the program against medical advice and program advice. ██████████ disputed the additional charges after leaving the program and the money was refunded to his ATM card.

Respectfully,

Corey Leuffgen
Deputy Executive Director

Exhibit A

A Forever Recovery

REHABILITATION CENTER ENROLLMENT AGREEMENT

TO: _____
PHONE: _____
FAX: _____
DATE: 03-04-10 TIME: _____
FROM: Murray J. Dailey
A Forever Recovery Representative

You have contacted A Forever Recovery ("AFR") regarding enrollment into the program, either for yourself or another. The program fees and rules are explained below. The enrollee ("Client") will be responsible for arranging for payment of program fees prior to enrollment. Please have the Client complete the Enrollment Agreement, initial the bottom of each page, and fax or email it back to us at (269) 964-8273. If the Client cannot cover the cost of program fees or chooses to have another party pay program fees on his or her behalf, the Client may select a Third-Party Guarantee ("Cosigner").

The Cosigner must complete a Third-Party Guarantee/Cosigner Agreement, a Notice to Cosigner, and a Third-Party Promissory Note. The Cosigner must also read and agree to the terms of the Enrollment Agreement. The Client and the Cosigner will remain jointly and severally liable for any unpaid program fees or costs.

If you have any questions, please feel free to contact us at (877) 456-3313.

I. AVAILABLE SERVICES

Available services include, but are not limited, to the following:

- ✓ Withdrawal/Medically Supervised Detoxification
- ✓ Moral Recognition Therapy
- ✓ Inventory and Self-Discovery
- ✓ Group and Peer Counseling
- ✓ Acupuncture, Massage Therapy, and Exercise and Sauna

Program enhancements are available along one or more tracks:

A. **Faith-Based Track:** For the Client who is receptive to Christian principles.

- ✓ Pastoral Counseling
- ✓ Bible Study
- ✓ Celebrate Recovery
- ✓ Church Services

B. **Self-Help Track:** For the Client who feels more comfortable in support groups.

- ✓ Addiction and recovery lectures
- ✓ Outside self-help groups, such as AA or NA

C. **Holistic Track:** For the Client who doesn't feel comfortable in Faith-based or mainstream recovery settings.

- ✓ Holistic Lectures
- ✓ Eastern Philosophies
- ✓ Buddhist Techniques
- ✓ Meditation
- ✓ Martial Arts Instruction

D. **Cognitive Track:** For the Client who believes in self-empowerment.

- ✓ SMART Recovery concepts
- ✓ Lecture and Educational videos
- ✓ ABC model of recovery

E. **Indigenous Track:** For the Client who has a spiritual belief and/or cultural identity issues, we pledge to view each person as an individual and treat his or her tribal beliefs and ceremonies with respect and dignity.

- ✓ White Bison Technologies
- ✓ Cognitive Behavioral Therapy (CBT)
- ✓ Psycho-Educational Therapy (PET)
- ✓ Level of Acculturation Assessment
- ✓ Process Groups

We also provide many other services, as needed, depending on the Individual Client. These services include, but are not limited to, intake counseling; family counseling services; individualized programs; and various medical services, including an available 24-hour nursing staff, room and board, etc. Most of these services are included in the Program fees.

II. PROGRAM LENGTH

The AFR program is a 30-day minimum, self-paced program, provided that the Client complies with AFR Client Rules of Conduct. The program is open-ended depending on the Client's individual pace, behavior, education and cognitive ability during a period of continuous stay. A Client is not approved for graduation by the Program Director until he or she has completed Inventory/Self-Discovery, MRT, chosen Track requirements, and has an aftercare plan. The AFR aftercare team will track our graduates for one year.

III. FEE SCHEDULE

A Client enrolling into the program who signs this agreement is primarily responsible for payment of any and all of the AFR program fees and related charges, and must make full and satisfactory payment arrangements with AFR prior to the Client's entry into the program. However, as provided on page 1 of this agreement, the Client may choose to have a Cosigner. All payments are nonrefundable except as noted below.

Payment for the standard program (as described in the program description) must be made by one of the following methods: cash, certified funds, personal check, or credit card. A three percent (3%) administrative fee applies to all credit card payments.

Extra charges for the Withdrawal/Supervised Detoxification portion of the program may apply.

PROGRAM FEE OPTIONS:

- A. A single payment of \$18,500.00 (Eighteen Thousand Five Hundred and 00/100 Dollars) prior to or upon entry into the program; or
- B. An initial payment of \$5000.00 (Five Thousand Five Hundred and 00/100 Dollars) prior to or upon entry into the program and \$13,500.00 (Thirteen Thousand Five Hundred and 00/100 Dollars) within the first seven (7) days of entry. If the second installment is not paid on or before the 7th day, AFR shall assess a \$1,000.00 (One Thousand and 00/100 Dollars) administrative charge.

A Client entering into the program may appoint a Third-Party Guarantee/Cosigner to assist in paying the program fees and/or costs incurred while participating in the program. A Third-Party Guarantee/Cosigner may be a parent or other relative, friend, or merely a person or organization interested in the Client's welfare. To the extent that a Third-Party Guarantee/Cosigner has been appointed to represent the interest of the Client, the Third-Party Guarantee/Cosigner shall be required to indicate that he or she has read, understands, and agrees with the Enrollment Agreement. A Client enrolling in the program and the Third-Party Guarantee/Cosigner are jointly and severally liable for payment of all program fees and/or costs arising under the Enrollment Agreement.

By signing this Enrollment Agreement, it is understood that AFR generally provides a highly successful program to Clients who graduate. However, each Client's individual success depends upon and is based on the individual Client and his or her investment and involvement with the program and services provided. A Client's success is his or her own and there are no guarantees, although each Client is afforded an opportunity to achieve success.

IV. NO-REFUND POLICY

AFR customizes each Client's program for that individual Client's entire enrollment and reserves a place for the Client in the program for the entire term. Consequently, program fees and facilities are budgeted in advance. The Client agrees that his or her obligation to pay the program fees and charges for the full term of the program is absolute and unconditional and is not affected or excused by withdrawal, discharge, or suspension of the Client for any reason, unless otherwise stated herein. The major expense and cost to AFR for the operation of the program is experienced in the earliest days of the Client's participation, including but not limited to, initial nursing assessment, 24-hour trained withdrawal specialists, 24-hour registered nursing, massage and aromatherapy, evaluations and assessments, physicals (performed by a medical doctor), psychological evaluations (if needed), administrative fees (intake), room and board, books and materials for the entire program, and counseling services.

There are NO REFUNDS except as follows:

- A. If a Client leaves the program, voluntarily or involuntarily, within the first 7 days of the program (day count begins on the actual day of the Client's arrival, regardless of time), AFR shall reimburse the Client for the program in an amount remitted to the program over \$12,500 (Twelve Thousand Five Hundred and 00/100 Dollars); and/or
- B. If a Client leaves the program, voluntarily or involuntarily, 8 days or more after enrollment, the Client shall not be entitled to any refund.

NOTICE REGARDING PROGRAM FEES:

The above fees are cash scholarship rates; insurance rates may vary. Individual services may cost extra and elective services may be available upon request.

In addition, in certain circumstances a lengthy wean period may be medically advised. A client may require an extended long term stay in the medically supervised detoxification unit. There is a minimum charge of \$675.00 (Six Hundred Seventy-Five and 00/100 Dollars) per day applied after the standard medical package. In certain situations there may be extra costs for specialized services. If this situation occurs you will be notified prior to any additional costs being accrued.

A Client may have medical insurance which may pay all or some of the program fees and/or costs. AFR's policy is to accept some insurance as payment and there are two options available for filing the insurance. First, AFR will assist the Client and/or family in submitting necessary information to the insurance company for reimbursement if the Client calls the insurance company and pre-certifies the Client before his or her arrival at AFR, extra fees may apply. Second, AFR will file insurance claims on the Client's behalf with the insurance company, Med-Pro billing fees of 15% will apply. The Client and/or Cosigner should understand that there is no guarantee the Client will receive any reimbursement from the insurance company and that the Client's insurance company's rejection does not alter or modify his or her obligation to AFR.

In the event insurance does not cover the program fees, program fees will be the responsibility of the Client and/or Cosigner. If for any reason; (no payment, non-completion of the program) and the insurance policy has a no pay penalty clause and will not cover the costs of the Client, the Client becomes responsible for the balance due for program fees and/or costs. If the Client's policy becomes defunct for any reason, the Client and/or Cosigner are responsible for all program fees and/or costs. For a Client electing to file his or her own insurance, the Client must request reimbursement from his or her insurance company in writing within twenty (24) hours of client's execution of this Enrollment Agreement.

For Clients who elect to have AFR file an insurance claim on his or her behalf, any amount collected over the agreed Enrollment Agreement amount for a cash program will be retained by AFR. Such fees and extra charges are connected with billing insurance and cover extra costs associated with, but not limited to, billing, doctors, nurses, counselors, clinicians, administrative time, and intake. There is also a fifteen percent (15%) charge that applies for Med-Pro Billing Services. If the amount collected by AFR on the insurance policy does not cover this charge, it will be the responsibility of the Client and/or Cosigner to pay this cost. A \$398.00 (Three Hundred Ninety-Eight and 00/100 Dollar) processing fee applies to process all insurance forms, this is to provide necessary codes for the insurance company for a Client electing to file his or her own insurance claim. A Client who signs the Enrollment Agreement shall remain the primary party responsible for full payment of all program fees and costs associated with the Client's stay with AFR.

The Client understands and acknowledges that he or she is bound by the terms and conditions of this no-refund policy and the other provisions of this Enrollment Agreement.

V. ADDITIONAL FEES

As a Client withdraws from the use of drugs and alcohol, physical ailments that have been dormant from the use of drugs or alcohol, may surface and present a problem with the Client during his or her program. The cost for services to correct these issues is above and beyond the cost of the AFR program. Additional costs may include dental work, x-rays, hospitalization, prescriptions, etc. AFR requests an additional \$500.00 (Five Hundred and 00/100 Dollars) to cover these costs; this amount is considered part of the program fee and is not refundable. If any medical, dental, or other such expenses exceed \$500.00 (Five Hundred and 00/100 Dollars), the Client accepts responsibility for those additional costs or expenses for said care. If the Client's account reaches a zero balance, all medical benefits provided by AFR may be stopped; however, the Client understands that he or she has the option to seek medical services on his or her own within the surrounding community at his or her own expense.

The Client and acknowledges that if he or she brings a legal action against AFR under this agreement, the Client shall, if the non-prevailing party, pay all actual expenses incurred therefore, including actual attorney fees, court costs, and other related expenses incurred by AFR.

VI. DEPOSIT OF VALUABLES

AFR shall not be responsible for any money, valuables, or personal effects which the Client brings onto the AFR campus.

VII. CLIENT ACCOUNTS

Throughout a Client's program, he or she will be in need of personal items not supplied by AFR. These items may include shampoo, feminine hygiene products, cigarettes, phone cards, etc. It is important that a Client has money available in his or her account for such items. It is against policy to loan a Client money or to transfer money from another Client's account to his or hers. It is the responsibility of the Client and/or his or her Cosigner to assure money is placed on account for this purpose. Any credit card charge for Client accounts will incur a 10% (ten percent) administrative fee. All money, whether cash or check, that a Client has in his or her possession when he or she enrolls into the program will go directly into his or her Client account. Upon graduation or suspension from the program, any money remaining in the Client's account will be returned to the Client in the form of a check except if the client leaves AMA (Against Medical Advice) then they will receive Ten \$10.00 Dollars. A check for the remaining amount in the client's account will be sent to the responsible party or client's last address within thirty (30) days.

VIII. LOYALTY, RESPECT, AND CONFIDENTIALITY

The Client understands and agrees that, during the course of the Program, the Client may obtain confidential information concerning other Clients and staff members, including information about his or her private lives, his or her personal and medical histories, and his or her family situations. The Client agrees and acknowledges that such information is to be treated with the utmost confidentiality and shall not be used or disclosed to any third party or any other Client if unrelated to the Client's specific program. The Client further agrees that he or she shall not, during or following the Client's departure from the program, successfully or unsuccessfully, disparage or otherwise denigrate the program, AFR or its staff, or other Clients to anyone.

IX. DISCHARGE OR SUSPENSION FROM THE PROGRAM

The Client may, at his or her request, be discharged from the program at any time. In addition, the Client may be discharged or suspended from the program at the sole discretion of AFR, under any of the following circumstances:

- A. If the Client breaches any of the terms of the Enrollment Agreement;
- B. If the Client breaches any of the Client Rules of Conduct;
- C. If the Client engages in activities reasonably determined by AFR to be harmful the Client, staff, other participants in the program, or persons residing in or visiting residences neighboring the Center; or
- D. If the Client makes any representations in this Enrollment Agreement which are materially false or incorrect in any respect.

CHOOSE
ONE



The Client acknowledges that if he or she decides to leave against medical advice or is involuntarily discharged, he or she or his or her Guardian or Conservator shall choose one of the following if the Client is prematurely discharged from the program:

INITIAL x _____

A. Place the Client in a hotel for 24 hours and see if the Client wants to come back; AFR will attempt to call the Client's family or designated representative at provided contact numbers. (Hotel fees to be paid by the Client). The Client will receive \$10.00 upon discharge unless he or she specifies a smaller dollar amount.

INITIAL x _____

B. Hold the Client at the Center for a maximum of 12 hours while the Client's family or designated representative files or drives to AFR to pick up the Client.

INITIAL x _____

C. Contact the Client's family or designated representative to make travel arrangements for the Client. AFR will bring the Client to the airport, bus terminal, or other transportation hub, so long as the public transportation hub is within 45 miles of AFR. Transportation fees will be paid by the Client. The Client will receive \$10.00 upon discharge unless the Client specifies a smaller amount. The Client's departure on public transportation shall be no later than 8 hours from the time the Client discharges from the program.

INITIAL x _____

D. Transport the Client to a shelter with \$10.00.

Despite the choice selected above, AFR may make its own determination of how to discharge the Client, depending upon the circumstances surrounding the discharge.

In the event that the Client is suspended from or otherwise leaves the program, the Client may reapply for readmission under certain specified criteria. Readmission will depend upon the following: (1) meeting the established criteria; (2) reapplying and completing an amendment to the Enrollment Agreement; and (3) having his or her requests for readmission approved by the AFR Executive Council.

If the Client is discharged or suspended from the program, his or her status as a Client will cease immediately and AFR will no longer have any responsibility for the Client's welfare or safety (if the Client is an adult). The Client understands that if he or she is discharged, suspended, or wishes to leave, that the Client

waives the confidentiality of his or her ethics file and AFR will contact the appropriate parties.

X. CLIENT RULES OF CONDUCT

Except as otherwise stated herein, the Client has been provided with a current copy of the Client Rules of Conduct. These rules have been explained to the Client and by signing them, the Client has acknowledged that he or she understands all of these rules and agrees that the Client will abide by them. Breaking the rules can result in immediate discharge or suspension from the program. Clients who break the rules will also be subject to Consequential Behavior Therapy (three days at the mission or room confinement).

I _____ understand that breaking the Client Rules of Conduct may result in my immediate discharge or suspension from the program and no refund will be given.

Signature _____

XI. LEAVE OF ABSENCE

It is AFR's policy that leaves of absence from the program will not be allowed for any Client except under extreme emergency circumstances. A Client granted a leave must sign a Leave of Absence form. A Client will be allowed a leave of absence only for the following reasons: (1) a verified family emergency, or (2) a verified court hearing which cannot be postponed or rescheduled. The above will be at the discretion of AFR. A client must return by the date agreed upon or may be subject to termination from the program and there will be no refund option available. A client must return by the date agreed upon or may be subject to termination from the program and there will be no refund option available and the balance on all accounts will be forfeited.

XII. RE-ENTRY FEES

A person returning from a leave of absence, discharge, or suspension must place a waiver accepting responsibility for his or her additional costs incurred if there is a relapse while he or she is away from the program. Prior to reentry, the Client will be subject to appropriate drug testing and be interviewed by the ethics section to gain acceptance and readmission.

The cost of reentry will include the cost of the subsequent withdrawal the Client may require and any other part of the program that must be redone. Any reentering Client must complete at least 24 hours of withdrawal. Reentry fees shall be at least \$5,000.00 (Five Thousand and 00/100 Dollars) depending on the medical assessment at the time of withdraw.

XIII. ENTIRE AGREEMENT

The Enrollment Agreement expresses the entire agreement and understanding between the Client and AFR. Except as expressly stated herein, there are no other representations, warranties, covenants, or undertakings, written or oral, prior to or contemporaneous to the execution of this Enrollment Agreement between the Client and AFR related to the subject matter of the Enrollment Agreement. This Enrollment Agreement can only be amended, supplemented, or changed by a written instrument signed by the Client and AFR.

XIV. MEDICAL INFORMATION RELEASE

Medical Information can be accessed by the Executive Director, Deputy Executive Director, and the Program Director, if necessary.

XV. SIGNATURES

The Client agrees that he or she may be signing by facsimile or email and affirms and warrants that his or her signature is as valid and enforceable as an original signature.

XVI. NON-ASSIGNABILITY

The Client's rights and obligations under this Enrollment Agreement may not be assigned or transferred.

www.aa.com 00-0111 FROM A FOREVER RECOVERY 208 804 1832 1-882 P.013/016 F-352

Health Insurance Portability and Accountability Act (HIPAA) Confidentiality Policy

POLICY

A Forever Recovery Rehabilitation Center, Inc. is entrusted by its patients and required by law to ensure the security of individually identifiable health information. This protected health information is preserved by law and regulatory requirements and these laws and regulatory requirements to be upheld by each individual involved with this organization.

- We are subject to the compliance of the law as we are a health care provider and we maintain and transmit health information in electronic form in connection with transactions referred to as claims, encounters, eligibility, referrals, payments, electronic remittance, coordination of benefits, claim status, first report of injury, health claim attachments and any other transactions as the Secretary may prescribe by regulation.
- We are permitted to use and disclose protected health information for the purpose of treatment, payment and health care operations.
- We shall make all reasonable efforts not to use or disclose more than the minimum amount of protected health information necessary to accomplish the intended purpose of the use or disclosure.
- When making disclosures to public officials we will reasonably rely on the representations of such officials that the information requested is the minimum necessary for the stated purpose(s).
- We may use or disclose any de-identified protected health care information provided that the key or other devices designed to enable coded or otherwise de-identified information is not used or provided.
- We recognize all individually identifiable health information identifiers as created, received and used within our electronic computer systems and will make every reasonable effort to ensure they are secure in our environment. These identifiers are listed as:
 - Name, address (street, city, county, zip code), names of relatives, names of employers, birth date, telephone numbers, fax numbers, social security number, medical record number, account number, health plan beneficiary number, certificate or license number, E-mail address, IP address, vehicle or other device serial number, Web URL, finger or voice prints, photographic images, and any others added by the Secretary in future regulations
- The death of a patient does not terminate his rights to protection of health information. We shall apply all reasonable efforts to protect the individually identifiable health information of a deceased individual in the same manner we protect the living. This policy shall be in effect for two years following the death of the individual.

• I give my physician permission to communicate health information via my answering machine or voicemail.

Signature: _____

Date: 3-3-10

By signing above, I acknowledge receipt of the privacy policy as outlined by the Health Insurance Portability and Accountability Act. A general notice of privacy practices is available on request.

XVII. APPLICABLE LAW AND FORUM

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any action arising from a dispute between the Client arising from or related to the subject matter of this Enrollment Agreement shall be brought in Calhoun County, Michigan. Facsimile copies are legal and binding. AFR, as the prevailing party in any litigation arising from or related to the subject matter of this Enrollment Agreement shall be entitled to recover its actual court costs and reasonable attorney fees.

If any provision in this Enrollment Agreement is found unenforceable and invalid, the finding will not invalidate the entire Enrollment Agreement, but only the subject provision.

CLIENT:

By: _____

Date: 3-3-10

Signature: _____

Address: _____

Phone: _____

Birth date: _____

Social Security Number: _____

RESPONSIBLE PARTY:

By: _____

Signature: _____

Phone: _____

Birth date: _____

Address: _____

Social Security Number: _____

A Forever Recovery REPRESENTATIVE:

By: C. Withers

Date: 3-3-10



A Forever Recovery

Exhibit B

NYANE DIA "tree of life" symbol
Symbol of God's presence and protection

Credit Card Authorization and Non-Dispute Waiver

Remitters Name (as it appears on card) [REDACTED]

Address _____

Phone Number (s [REDACTED]

Home
Cell
Work

E-Mail Address _____

Best Time to Call _____

Card Type [REDACTED]

Card Number [REDACTED]

Expiration Date 02/13

Security Code [REDACTED]

Method of Payment

Swipe

Manual Key- In

I hereby authorize A Forever Recovery to run 1000
For the drug and alcohol rehabilitation program located at 216 St. Mary's Lake
Rd. Battle Creek, Michigan 49017. By signing below I agree that this transaction
is non-refundable with the credit card company and agree to follow the agreed
upon procedure laid out by A Forever Recovery should any refund be
requested.

[REDACTED]
Signature as it appears on the credit card

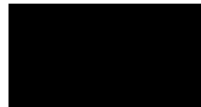
Date _____

Exhibit B

ALLISON'S MEATERY
2110 S. HAWK'S LAKE RD
BATTLE CREEK, MI 49817
PHONE (269) 768-1496

Merchant ID: 11580334

Sale



Entry Method: Swiped

Total: \$ 1,000.00

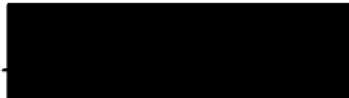
05/03/10 22:11:15

Inv#: 000004 Appr Code: 011115

Apprvd: Online Batch#: 000434

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

X_____



Merchant Copy
Howdy
Thank you. AGAIN!



A Forever Recovery

Exhibit C

NYANE DIA "tree of life" - after
Symbol of God's presence and protection

Credit Card Authorization and Non-Dispute Waiver

Remitters Name (as it appears on card) [REDACTED]

Address _____

Phone Number (s) _____

Home
Cell
Work

E-Mail Address _____

Best Time to Call _____

Card Type [REDACTED]

Card Number [REDACTED]

Expiration Date [REDACTED]

Security Code [REDACTED]

Method of Payment

Swipe

Manual Key-In

I hereby authorize A Forever Recovery to run 1000
For the drug and alcohol rehabilitation program located at 216 St. Mary's Lake
Rd. Battle Creek, Michigan 49017. By signing below I agree that this transaction
is non-refundable with the credit card company and agree to follow the agreed
upon procedure laid out by A Forever Recovery should any refund be
requested.

[REDACTED]
Signature as it appears on the credit card

Date _____

Exhibit

DATE: 03/05/10
TIME: 22:12:47
MID: 000007
APP: 07439A
BATCH: 000434

SALE

Sale

Entry Method: Swiped

Total: \$ 1,000.00

03/05/10 22:12:47

Inv#: 000007 Appr Code: 07439A

Apprvd: Online Batch#: 000434

I agree to pay above total amount
according to card issuer agreement.
(Merchant agreement if credit voucher.)

Merchant Copy
THANK YOU!
PLEASE COME AGAIN!



A Forever Recovery

A Forever Recovery
216 St. Mary's Lake Road
Battle Creek, MI 49017
Phone: (269) 788-0496
Fax: (269) 660-1923

Exhibit D

Enrollment Agreement Acknowledgement

I , DECLARE AS FOLLOWS:

I have read, reviewed, and understand my enrollment agreement in its entirety. I DECLARE under penalty of perjury under the laws of the Calhoun, Michigan, (county and state) that the foregoing is true and correct and binding on myself, my heirs, executors, administrators, successors and assigns.

This Acknowledgement is executed on this 5th day of March 20 10 at

216 St. Mary's Lake Road

Street Address

Battle Creek, MI 49017

City, 

Client Signature


A Forever Recovery Representative

3-5-2010
Date

CP_Email1, CP_Email1 (AG)

From: Michigan Attorney General
Sent: Thursday, February 24, 2011 12:05 PM
To: CP_Email1
Subject: FW: A Forever Recovery Treatment Center in Battle Creek

From: Keri Benjamin [mailto: [REDACTED]]
Sent: Monday, February 21, 2011 5:41 PM
To: Michigan Attorney General
Subject: A Forever Recovery Treatment Center in Battle Creek

Bill Schuette,

I would like to report some problems at this treatment center. [REDACTED] was an inpatient last week for 7 days while he was [REDACTED] from [REDACTED]. He was supposed to stay about 30 days, but he contacted me to "Get Me Out of Here" on Friday, February 18th. It was the first chance he had to call since the clients can not have any contact with anyone during [REDACTED]. They want to hold you in [REDACTED] as long as possible until your check clears.

His life was threatened, there was inadequate nursing staff, they were overcrowded, and he felt the center was motivated by money and how many "clients" they could haul through there. Several other clients left as soon as they could after seeing the conditions they were offered for \$22,900.

I feel this Treatment Center is a danger to other people. I picked up my [REDACTED] on Saturday morning, February 19th and was told by many of the staff that I was making a huge mistake. I don't know how anyone can get healthy when they fear for their safety. I have relocated him to a Treatment Center in Illinois which is way above standards that I quickly found.

My suggestion to you is someone needs to check out this facility before someone is seriously hurt or ends up dead from the staff and unwatched clients. I have pictures of [REDACTED] on his arms from [REDACTED] being [REDACTED] from 7 days ago. I had him write down a list of problems he seen until I could get there on Saturday. If you would like to talk, I would be happy to go into more detail.

A Forever Recovery
216 St. Mary's Lake Road
Battle Creek, MI 49017

Sincerely,

[REDACTED]

Battle Creek, MI 49017
Phone: (269) 788-0496
Fax: (269) 964-7932



A Forever Recovery

Fax Coversheet

To: Attorney General's Office

From: Pamela Anderson

Fax: 517-241-3771

Pages: **6**

Phone:

Date: May 7, 2011

Re:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

- Comments

PERSONAL AND CONFIDENTIAL

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any mis-transmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient.



A Forever Recovery

A Forever Recovery

216 St. Mary's Lake Road

Battle Creek, MI 49017

Phone: (269) 964-7932

May 7, 2011

AG No.: 2011-0004481-A

To Whom It May Concern:

Please find enclosed my original response to this complaint. I faxed it to your office. I will fax and mail this copy. So very sorry for any inconvenience. I do take this complaint seriously and did respond.

Please contact me if you need any additional information.

Pamela Anderson, Executive Director

A Forever Recovery

216 St. Mary's Lake Road

Battle Creek, MI 49017

Phone: (269) 788-0496

Fax: (269) 964-7932

Email: panderson@stopyouraddiction.com

www.stopyouraddiction.com

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL



BILL SCHUETTE
ATTORNEY GENERAL

P.O. Box 30213
LANSING, MICHIGAN 48909

May 03, 2011

Refer to AG No.: 2011-0004481-A

A Forever Recovery
216 St. Mary's Lake Road
Battle Creek, MI 49017

Dear Sir/Madam:

Re: [REDACTED]

This office recently wrote to you regarding the complaint of the above. To date we have received no written response from you.

At that time you were informed that we would make no judgment regarding the validity of the complaint until we received your response. In addition, you were informed that your answer was important in our determination whether further action was warranted.

This office enforces the Consumer Protection Act and other consumer laws under the jurisdiction of the Attorney General and is charged with investigating all potentially unfair and deceptive trade practices. Failure to respond may necessitate our requesting a court order to require you and/or your business to appear in this office for questioning or for a review of your records. Failure to comply and continued violation of a prohibited practice may result in the court fining your business up to \$25,000, and any person who avoids or ignores a subpoena may be fined up to \$5,000 by the court. In addition, the Court may award costs and attorney fees.

To avoid expensive and time consuming legal action, we trust you will contact our office within ten days, in writing.

Sincerely,

BILL SCHUETTE
ATTORNEY GENERAL

Consumer Protection Division
(517) 373-1140
(877) 765-8388 - Toll Free in Michigan
(517) 241-3771 - Fax

**A Forever Recovery****A Forever Recovery****216 St. Mary's Lake Road****Battle Creek, MI 49017****Phone: (269) 964-7932**

April 8, 2011

AG No.: 2011-0004481-A

To Whom It May Concern:

██████████ checked into A Forever Recovery February 12, 2011 for help with his ██████████. Protocol is to go through security and then to the registered nurse for assessment and lab work (see letter attached). ██████████ saw Dr. Janis on February 13, 2011 and was ordered a ██████████ or ██████████. It is our policy for clients to have no access to phones during their ██████████ from their ██████████ of choice. We also have a staff member who is assigned to call the family and give updates about clients in ██████████ whenever a client wants to send a message or the ██████████ calls for an update. February 18, 2011 ██████████ entered the program and was given an intake assessment, assigned a case manager, individual counselor, group and room. He did not state that he had any problems. The next morning his ██████████ and ██████████ arrived at the center to pick him up. It is my belief that after a few days with no ██████████ just wanted to ██████████. The ██████████ family paid \$2,500.00 as bed deposit and never made any additional payments toward the balance of \$20,400.00. Their signed enrollment agreement states that payment must be made in seven days.

This disgruntled ██████████ has no issues with our care of client, but really did not want to pay for the entire program. People with ██████████ are most apt to be seeking the ██████████ early in their treatment and in this case this was true.

A Forever Recovery did not mishandle this client in any fashion. Please feel free to visit our facility at any time. We have current licensing and certificates for all we do and in no form misrepresent our program.

Please contact me if you need any additional information.

Pamela Anderson, Executive Director
A Forever Recovery
216 St. Mary's Lake Road
Battle Creek, MI 49017
Phone: (269) 788-0496
Fax: (269) 964-7932
Email: panderson@stopyouraddiction.com
www.stopyouraddiction.com

3-10-11

From: Theresa Taylor RN, Director of Nursing

Regarding: [REDACTED] DOB [REDACTED]

To Whom It May Concern,

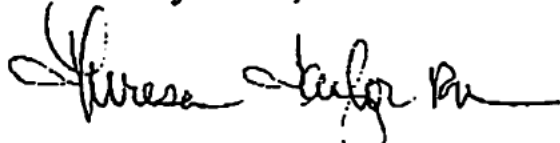
It has come to my attention that Mr. [REDACTED] has raised concerns regarding the nursing care he received during his brief stay at A Forever Recovery. It was communicated to me that this client had a concern regarding [REDACTED] around the site where his labs were drawn. Upon reviewing the medical record and speaking with the nurse who drew the labs the following has been determined.

- Mr. [REDACTED] was admitted on 2-13-11 and left our facility against medical advice on 2-19-11.
- Mr. [REDACTED] labs were drawn on admission, with one attempt. He did not receive another [REDACTED] during his stay here.
- Mr. [REDACTED]'s excessive [REDACTED] was most likely due to the fact that his [REDACTED] consumption over 30 years, as reported by him on his admission paperwork, has affected his [REDACTED] function including his coagulation factors. His [REDACTED] function studies were elevated upon admission to AFR. Excessive [REDACTED] will last until the [REDACTED] has a chance to heal with [REDACTED] from [REDACTED]
- AFR cannot speak to the fact if Mr. [REDACTED] has [REDACTED] from [REDACTED] as he left our program against medical advice.
- The remainder of the nursing care was given according to policy and procedure with no incidents occurring.

I appreciate your attention to this matter,

Feel free to call if further information is required.

Theresa Taylor RN, DON



A Forever Recovery
215 St. Mary Lake Road
Battle Creek, MI 48907

CLIENT SYSTEM®

Anderson, Pam
A Forever Recovery

[Home](#) | [Calendar](#) | [Search Client](#) | [Maintenance](#) | [Reports](#) | [Support](#) | [My Account](#) | [Logout](#)

Client

- Demographics
- Body Note
- Household
- Client Photo
- Case File
- Fingerprint ID
- Case File Summary
- Case File Movement

Admin/Discharge

Assessment

PsychoSocial Eval.

Case Management

- Client Alert
- Phase Activities
- Education History
- Employment History
- Service Plan
- Schedule Service
- Service Item
- Case Notes

Corrections

Check In/Out

Accounting

Medical/Treatment

Attachments

Prison module

Case File

Client ID [REDACTED]
Client Name [REDACTED]
Age & Gender [REDACTED]
Case File # [REDACTED]
Case Manager Rowley, Steve
Provider Name A Forever Recovery

Status Not Admitted Room Bed Not Assigned

Case Notes List

New

5 items found, displaying all items.

| Edit | View | Reply or Comment | Category | Subject | Case Notes | Frequency | Case Notes Date | Case Notes Status |
|----------------------|----------------------|----------------------------------|-----------|--|--|-----------|-----------------|-------------------|
| Edit | View | Reply or Comment | Case Note | AMA | [REDACTED] left the program 2/19/11 against advice. He would not be handled and his [REDACTED] and [REDACTED] bought into all his absurd reasons. His [REDACTED] was at the center to get him at 8:30am and [REDACTED] would not listen to any reasoning. PAnderson, ED | None | 02/19/2011 | |
| Edit | View | Reply or Comment | Withdraw | Summary Note | [REDACTED] is up and down with [REDACTED] interaction with staff and clients was good. He participated in all activities. Compliant with all WD protocol. Possible blow risk but can be handled fairly easy. Zero legal pending. Overall he is a real nice guy. Brooke Shephard, WD Specialist | None | 02/18/2011 | |
| Edit | View | Reply or Comment | Case Note | Intake assessment | Counselor- Steve Rowley Case manager- Stephanie Williams Small group 1 MRT Coed Charlie Anderson, DOA | None | 02/18/2011 | |
| Edit | View | Reply or Comment | Case Note | completion of medical wean, transfer to Main | [REDACTED] complete without complications. Client met WD discharge criteria and was transferred to Main today to start the program. TTaylorRN | None | 02/18/2011 | |
| Edit | View | Reply or Comment | Case Note | Dr visit | Client saw Dr Janas on 2-13-11 for exam and treatment orders. [REDACTED] protocol ordered and started for [REDACTED] Client will be monitored closely in WD throughout the acute [REDACTED] phase. TTaylorRN | None | 02/14/2011 | |

New

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Mar 08 2011 11:06 AM EST | apps.8.139 | 2010-09-22 08:53:48



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF HEALTH PROFESSIONS
RAE RAMSDELL
ACTING DIRECTOR

STEVEN H. HILFINGER
DIRECTOR

May 9, 2011

Dept. of Attorney General
Consumer Protection Division

MAY 10 2011

RECEIVED

[REDACTED]
Burlington, WI 53105

Re: Forever Recovery

Dear Ms. [REDACTED]

We have reviewed your correspondence in the above-referenced matter, which was forwarded to our office by the Department of Attorney General, Health Care Fraud Division. While we understand your expressed concerns, please be advised our office has no jurisdiction over the nature of your complaint, as it does not establish a violation of the Michigan Public Health Code. Additionally, our office has no jurisdiction over billing/fee disputes.

The Bureau of Health Professions is responsible for licensing and regulating twenty six health care professions. The health professional boards only have the authority to take disciplinary action against licensees for practicing below acceptable standards, or for other violations enumerated in the Michigan Public Health Code.

However, we have taken the liberty of forwarding your allegation to the following agency. If you have any questions, please contact the number listed below.

Department of Attorney General
Consumer Protection Division
P.O. Box 30213
Lansing, MI 48909
(517) 373-1140

I am sorry we cannot be of further assistance to you in this matter.

Sincerely,

Sherri Johnson, Manager
Allegation Section
Health Investigation Division
Bureau of Health Professions



100 E. Chestnut St.

• P.O. Box 677

• Burlington, WI 53105-0677

• (262) 763-3222

January 17, 2011

DEPT OF
ATTORNEY GENERAL

FEB 01 2011

HEALTH CARE FRAUD
DIVISION

State of Michigan Attorney General Office
350 Ottawa Avenue, #4C
Grand Rapids, MI 49503-2316

Re: A Forever Recovery, 216 St. Mary's Lake Road, Battle Creek, MI 49017 – Insurance claim fraud and overbilling.

To Whom It May Concern:

██████████ a dependent on ██████████ Golden Rule health plan policy
██████████ entered A Forever Recovery for ██████████ treatment in 2010.
██████████ live at ██████████ Burlington,
WI 53105. They paid per the agreement with A Forever Recovery the amount of
\$18,500.00. No further payment was required. The ██████████ asked A Forever Recovery
initially to bill Golden Rule for some of the cost. A Forever Recovery said they looked
into the matter and stated that there were no policy benefits payable under the plan. A few
months later, after speaking to their Insurance Agent, Jim Kramer of Oldenburg
Insurance Agency of Burlington, WI, they asked A Forever Recovery to file a claim with
Golden Rule in the amount of \$3000 for "Transitional Treatment" as defined in the WI
mandate. Based on WI health insurance law, and the fact that Golden Rule honors the
state mandate, a benefit of \$3000 was paid by the policy. The amount of \$3000 was paid
to A Forever Recovery on November 9th, 2010. The payment was to be mailed to ██████████
and ██████████ since payment of services was already given to A Forever
Recovery. Instead, the check was mailed to A Forever Recovery which pocketed \$900
and mailed the difference to ██████████ and ██████████ According to A Forever
Recovery, the ██████████ signed a contract stating that they agreed to this charge for their
insurance claim billing services. The ██████████ did not agree to this per the contract of
which I've enclosed.



100 E. Chestnut St.

• P.O. Box 677

• Burlington, WI 53105-0677

• (262) 763-3222

In addition, the claim submitted to Golden Rule for the payment of \$3000 was submitted for "██████████" procedure. ██████████ was there for ██████████ treatment, not ██████████ treatments! I have enclosed a copy of the explanation of benefits from Golden Rule for your review. A Forever Recovery is merely a treatment facility and does not provide ██████████ treatments.

We are asking that A Forever Recovery pay back the \$900 it took from the ██████████ as well, as for your department to look into their Insurance claim billing practices. We believe that the ██████████ are probably not the only ones who have experienced this.

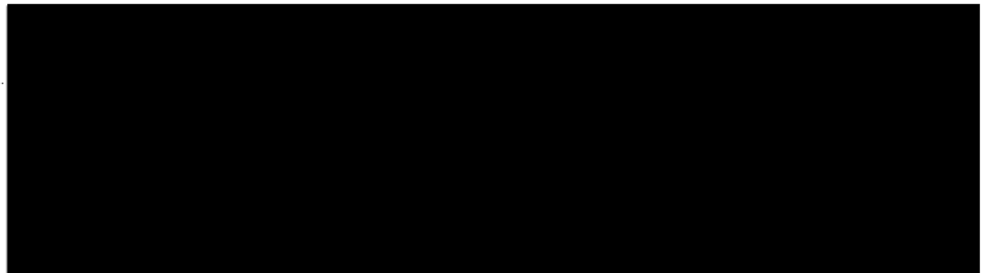
I am enclosing copies of all relevant materials for your review. Please feel free to contact us if you have any questions. ██████████ and ██████████ can be reached at ██████████

██████████ Jim Kramer of Oldenburg Insurance Agency can be reached at (262) 763-3222 or (414) 531-6726. Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Jim Kramer". The signature is written in a cursive, flowing style.

Jim Kramer



A Forever Recovery

REHABILITATION CENTER ENROLLMENT AGREEMENT

TO: _____

PHONE: _____

FAX: _____

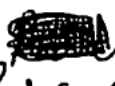
DATE: 04-12-10 TIME: _____

FROM: Murray J. Dalley SDI
A Forever Recovery Representative

You have contacted A Forever Recovery ("AFR") regarding enrollment into the program, either for yourself or another. The program fees and rules are explained below. The enrollee ("Client") will be responsible for arranging for payment of program fees prior to enrollment. Please have the Client complete the Enrollment Agreement, initial the bottom of each page, and fax or email it back to us at (269) 964-8273. If the Client cannot cover the cost of program fees or chooses to have another party pay program fees on his or her behalf, the Client may select a Third-Party Guarantee ("Cosigner").

The Cosigner must complete a Third-Party Guarantee/Cosigner Agreement, a Notice to Cosigner, and a Third-Party Promissory Note. The Cosigner must also read and agree to the terms of the Enrollment Agreement. The Client and the Cosigner will remain jointly and severally liable for any unpaid program fees or costs.

If you have any questions, please feel free to contact us at (877) 456-3313.

7/26/10  Medical Court.
Lindsay - AFR Ins
269-788-0496

Initials 

I. AVAILABLE SERVICES

Available services include, but are not limited, to the following:

- ✓ Withdrawal/Medically Supervised Detoxification
- ✓ Moral Recognition Therapy
- ✓ Inventory and Self-Discovery
- ✓ Group and Peer Counseling
- ✓ Acupuncture, Massage Therapy, and Exercise and Sauna

Program enhancements are available along one or more tracks:

- A. Faith-Based Track: For the Client who is receptive to Christian principles.
- ✓ Pastoral Counseling
 - ✓ Bible Study
 - ✓ Celebrate Recovery
 - ✓ Church Services
- B. Self-Help Track: For the Client who feels more comfortable in support groups.
- ✓ Addiction and recovery lectures
 - ✓ Outside self-help groups, such as AA or NA
- C. Holistic Track: For the Client who doesn't feel comfortable in Faith-based or mainstream recovery settings.
- ✓ Holistic Lectures
 - ✓ Eastern Philosophies
 - ✓ Buddhist Techniques
 - ✓ Meditation
 - ✓ Martial Arts Instruction
- D. Cognitive Track: For the Client who believes in self-empowerment.
- ✓ SMART Recovery concepts
 - ✓ Lecture and Educational videos
 - ✓ ABC model of recovery
- E. Indigenous Track: For the Client who has a spiritual belief and/or cultural identity issues, we pledge to view each person as an individual and treat his or her tribal beliefs and ceremonies with respect and dignity.
- ✓ White Bison Technologies
 - ✓ Cognitive Behavioral Therapy (CBT)
 - ✓ Psycho-Educational Therapy (PET)
 - ✓ Level of Acculturation Assessment
 - ✓ Process Groups

We also provide many other services, as needed, depending on the individual Client. These services include, but are not limited to, intake counseling; family counseling services; individualized programs; and various medical services, including an available 24-hour nursing staff, room and board, etc. Most of these services are included in the Program fees.

II. PROGRAM LENGTH

The AFR program is a 30-day minimum, self-paced program, provided that the Client complies with AFR Client Rules of Conduct. The program is open-ended depending on the Client's individual pace, behavior, education and cognitive ability during a period of continuous stay. A Client is not approved for graduation by the Program Director until he or she has completed Inventory/Self-Discovery, MRT, chosen Track requirements, and has an aftercare plan. The AFR aftercare team will track our graduates for one year.

III. FEE SCHEDULE

A Client enrolling into the program who signs this agreement is primarily responsible for payment of any and all of the AFR program fees and related charges, and must make full and satisfactory payment arrangements with AFR prior to the Client's entry into the program. However, as provided on page 1 of this agreement, the Client may choose to have a Cosigner. All payments are nonrefundable except as noted below.

Payment for the standard program (as described in the program description) must be made by one of the following methods: cash, certified funds, personal check, or credit card. A three percent (3%) administrative fee applies to all credit card payments.

Extra charges for the Withdrawal/Supervised Detoxification portion of the program may apply.

PROGRAM FEE OPTIONS:

- A. A single payment of \$18,500.00 (Eighteen Thousand Five Hundred and 00/100 Dollars) prior to or upon entry into the program; or
- B. An initial payment of \$2,500.00 (Two Thousand Five Hundred and 00/100 Dollars) prior to or upon entry in to the program and \$16,000.00 (Sixteen Thousand and 00/100 Dollars) within the first seven (7) days of entry. If the second installment is not paid on or before the 7th day, AFR shall assess a \$1,000.00 (One Thousand and 00/100 Dollars) administrative charge;

NOTICE REGARDING PROGRAM FEES:

The above fees are cash scholarship rates; insurance rates may vary. Individual services may cost extra and elective services may be available upon request.

In addition, in certain circumstances a lengthy wean period may be medically advised. A client may require an extended long term stay in the medically supervised detoxification unit. There is a minimum charge of \$675.00 (Six Hundred Seventy-Five and 00/100 Dollars) per day applied after the standard medical package. In certain situations there may be extra costs for specialized services. If this situation occurs you will be notified prior to any additional costs being accrued.

A Client may have medical insurance which may pay all or some of the program fees and/or costs. AFR's policy is to accept some insurance as payment and there are two options available for filing the insurance. First, AFR will assist the Client and/or family in submitting necessary information to the insurance company for reimbursement if the Client calls the insurance company and pre-certifies the Client before his or her arrival at AFR, extra fee's may apply. Second, AFR will file insurance claims on the Client's behalf with the insurance company, Med-Pro billing fees of 15% will apply. The Client and/or Cosigner should understand that there is no guarantee the Client will receive any reimbursement from the insurance company and that the Client's insurance company's rejection does not alter or modify his or her obligation to AFR.

In the event Insurance does not cover the program fees, program fees will be the responsibility of the Client and/or Cosigner. If for any reason; (no payment, non-completion of the program) and the insurance policy has a no pay penalty clause and will not cover the costs of the Client, the Client becomes responsible for the balance due for program fees and/or costs. If the Client's policy becomes defunct for any reason, the Client and/or Cosigner are responsible for all program fees and/or costs. For a Client electing to file his or her own insurance, the Client must request reimbursement from his or her insurance company in writing within twenty (24) hours of clients execution of this Enrollment Agreement.

For Clients who elect to have AFR file an insurance claim on his or her behalf, any amount collected over the agreed Enrollment Agreement amount for a cash program will be retained by AFR. Such fees and extra charges are connected with billing insurance and cover extra costs associated with, but not limited to, billing, doctors, nurses, counselors, clinicians, administrative time, and intake. There is also a fifteen percent (15%) charge that applies for Med-Pro Billing Services. If the amount collected by AFR on the insurance policy does not cover this charge, it will be the responsibility of the Client and/or Cosigner to pay this cost. A \$398.00 (Three Hundred Ninety-Eight and 00/100 Dollar) processing fee applies to process all insurance forms, this is to provide necessary codes for the insurance company for a Client electing to file his or her own insurance claim. A Client who signs the Enrollment Agreement shall remain the primary party responsible for full payment of all program fees and costs associated with the Client's stay with AFR.

A Client entering into the program may appoint a Third-Party Guarantee/Cosigner to assist in paying the program fees and/or costs incurred while participating in the program. A Third-Party Guarantee/Cosigner may be a parent or other relative, friend, or merely a person or organization interested in the Client's welfare. To the extent that a Third-Party Guarantee/Cosigner has been appointed to represent the interest of the Client, the Third-Party Guarantee/Cosigner shall be required to indicate that he or she has read, understands, and agrees with the Enrollment Agreement. A Client enrolling in the program and the Third-Party Guarantee/Cosigner are jointly and severally liable for payment of all program fees and/or costs arising under the Enrollment Agreement.

By signing this Enrollment Agreement, it is understood that AFR generally provides a highly successful program to Clients who graduate. However, each Client's individual success depends upon and is based on the individual Client and his or her investment and involvement with the program and services provided. A Client's success is his or her own and there are no guarantees, although each Client is afforded an opportunity to achieve success.

IV. NO-REFUND POLICY

AFR customizes each Client's program for that individual Client's entire enrollment and reserves a place for the Client in the program for the entire term. Consequently, program fees and facilities are budgeted in advance. The Client agrees that his or her obligation to pay the program fees and charges for the full term of the program is absolute and unconditional and is not affected or excused by withdrawal, discharge, or suspension of the Client for any reason, unless otherwise stated herein. The major expense and cost to AFR for the operation of the program is experienced in the earliest days of the Client's participation, including but not limited to, initial nursing assessment, 24-hour trained withdrawal specialists, 24-hour registered nursing, massage and aromatherapy, evaluations and assessments, physicals (performed by a medical doctor), psychological evaluations (if needed), administrative fees (intake), room and board, books and materials for the entire program, and counseling services.

There are NO REFUNDS except as follows:

- A. If a Client leaves the program, voluntarily or involuntarily, within the first 7 days of the program (day count begins on the actual day of the Client's arrival, regardless of time), AFR shall reimburse the Client for the program in an amount remitted to the program over \$12,500 (Twelve Thousand Five Hundred and 00/100 Dollars); and/or
- B. If a Client leaves the program, voluntarily or involuntarily, 8 days or more after enrollment, the Client shall not be entitled to any refund.

The Client understands and acknowledges that he or she is bound by the terms and conditions of this no-refund policy and the other provisions of this Enrollment Agreement.

Initial 

V. ADDITIONAL FEES

As a Client withdraws from the use of drugs and alcohol, physical ailments that have been dormant from the use of drugs or alcohol, may surface and present a problem with the Client during his or her program. The cost for services to correct these issues is above and beyond the cost of the AFR program. Additional costs may include dental work, x-rays, hospitalization, prescriptions, etc. AFR requests an additional \$500.00 (Five Hundred and 00/100 Dollars) to cover these costs; this amount is considered part of the program fee and is not refundable. If any medical, dental, or other such expenses exceed \$500.00 (Five Hundred and 00/100 Dollars), the Client accepts responsibility for those additional costs or expenses for said care. If the Client's account reaches a zero balance, all medical benefits provided by AFR may be stopped; however, the Client understands that he or she has the option to seek medical services on his or her own within the surrounding community at his or her own expense.

The Client and acknowledges that if he or she brings a legal action against AFR under this agreement, the Client shall, if the non-prevailing party, pay all actual expenses incurred therefore, including actual attorney fees, court costs, and other related expenses incurred by AFR.

VI. DEPOSIT OF VALUABLES

AFR shall not be responsible for any money, valuables, or personal effects which the Client brings onto the AFR campus.

VII. CLIENT ACCOUNTS

Throughout a Client's program, he or she will be in need of personal items not supplied by AFR. These items may include shampoo, feminine hygiene products, cigarettes, phone cards, etc. It is important that a Client has money available in his or her account for such items. It is against policy to loan a Client money or to transfer money from another Client's account to his or hers. It is the responsibility of the Client and/or his or her Cosigner to assure money is placed on account for this purpose. Any credit card charge for Client accounts will incur a 10% (ten percent) administrative fee. All money, whether cash or check, that a Client has in his or her possession when he or she enrolls into the program will go directly into his or her Client account. Upon graduation or suspension from the program, any money remaining in the Client's account will be returned to the Client in the form of a check except if the clients leaves AMA (Against Medical Advice) then they will receive Ten \$10.00 Dollars A check for the remaining amount in the client's account will be sent to the responsible party or clients last address within thirty (30) days.

VIII. LOYALTY, RESPECT, AND CONFIDENTIALITY

The Client understands and agrees that, during the course of the Program, the Client may obtain confidential information concerning other Clients and staff

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members, including information about his or her private lives, his or her personal and medical histories, and his or her family situations. The Client agrees and acknowledges that such information is to be treated with the utmost confidentiality and shall not be used or disclosed to any third party or any other Client if unrelated to the Client's specific program. The Client further agrees that he or she shall not, during or following the Client's departure from the program, successfully or unsuccessfully, disparage or otherwise denigrate the program, AFR or its staff, or other Clients to anyone.

IX. DISCHARGE OR SUSPENSION FROM THE PROGRAM

The Client may, at his or her request, be discharged from the program at any time. In addition, the Client may be discharged or suspended from the program at the sole discretion of AFR, under any of the following circumstances:

- A. If the Client breaches any of the terms of the Enrollment Agreement;
- B. If the Client breaches any of the Client Rules of Conduct;
- C. If the Client engages in activities reasonably determined by AFR to be harmful the Client, staff, other participants in the program, or persons residing in or visiting residences neighboring the Center; or
- D. If the Client makes any representations in this Enrollment Agreement which are materially false or incorrect in any respect.

CHOOSE
ONE



The Client acknowledges that if he or she decides to leave against medical advice or is involuntarily discharged, he or she or his or her Guardian or Conservator shall choose one of the following if the Client is prematurely discharged from the program:

INITIAL x _____

A. Place the Client in a hotel for 24 hours and see if the Client wants to come back; AFR will attempt to call the Client's family or designated representative at provided contact numbers. (Hotel fees to be paid by the Client). The Client will receive \$10.00 upon discharge unless he or she specifies a smaller dollar amount.

INITIAL _____

B. Hold the Client at the Center for a maximum of 12 hours while the Client's family or designated representative flies or drives to AFR to pick up the Client.

INITIAL x _____

C. Contact the Client's family or designated representative to make travel arrangements for the Client. AFR will bring the Client to the airport, bus terminal, or other transportation hub, so long as the public transportation hub is within 45 miles of AFR. Transportation fees will be paid by the Client. The Client will receive \$10.00 upon discharge unless the Client specifies a smaller amount. The Client's departure on public transportation shall be no later than 8 hours from the time the Client discharges from the program.

INITIAL x _____

D. Transport the Client to a shelter with \$10.00.

Despite the choice selected above, AFR may make its own determination of how to discharge the Client, depending upon the circumstances surrounding the discharge.

In the event that the Client is suspended from or otherwise leaves the program, the Client may reapply for readmission under certain specified criteria. Readmission will depend upon the following: (1) meeting the established criteria; (2) reapplying and completing an amendment to the Enrollment Agreement; and (3) having his or her requests for readmission approved by the AFR Executive Council.

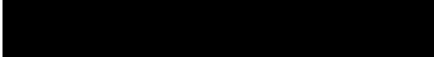
If the Client is discharged or suspended from the program, his or her status as a Client will cease immediately and AFR will no longer have any responsibility for the Client's welfare or safety (if the Client is an adult). The Client understands that if he or she is discharged, suspended, or wishes to leave, that the Client

Initial _____

waives the confidentiality of his or her ethics file and AFR will contact the appropriate parties.

X. CLIENT RULES OF CONDUCT

Except as otherwise stated herein, the Client has been provided with a current copy of the Client Rules of Conduct. These rules have been explained to the Client and by signing them, the Client has acknowledged that he or she understands all of these rules and agrees that the Client will abide by them. Breaking the rules can result in immediate discharge or suspension from the program. Clients who break the rules will also be subject to Consequential Behavior Therapy (three days at the mission or room confinement).

I  understand that breaking the Client Rules of Conduct may result in my immediate discharge or suspension from the program and no refund will be given.

Signature 

XI. LEAVE OF ABSENCE

It is AFR's policy that leaves of absence from the program will not be allowed for any Client except under extreme emergency circumstances. A Client granted a leave must sign a Leave of Absence form. A Client will be allowed a leave of absence only for the following reasons: (1) a verified family emergency, or (2) a verified court hearing which cannot be postponed or rescheduled. The above will be at the discretion of AFR. A client must return by the date agreed upon or may be subject to termination from the program and there will be no refund option available. A client must return by the date agreed upon or may be subject to termination from the program and there will be no refund option available and the balance on all accounts will be forfeited.

XII. RE-ENTRY FEES

A person returning from a leave of absence, discharge, or suspension must place a waiver accepting responsibility for his or her additional costs incurred if there is a relapse while he or she is away from the program. Prior to reentry, the Client will be subject to appropriate drug testing and be interviewed by the ethics section to gain acceptance and readmission.

The cost of reentry will include the cost of the subsequent withdrawal the Client may require and any other part of the program that must be redone. Any reentering Client must complete at least 24 hours of withdrawal. Reentry fees shall be at least \$5,000.00 (Five Thousand and 00/100 Dollars) depending on the medical assessment at the time of withdraw.

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XIII. ENTIRE AGREEMENT

The Enrollment Agreement expresses the entire agreement and understanding between the Client and AFR. Except as expressly stated herein, there are no other representations, warranties, covenants, or undertakings, written or oral, prior to or contemporaneous to the execution of this Enrollment Agreement between the Client and AFR related to the subject matter of the Enrollment Agreement. This Enrollment Agreement can only be amended, supplemented, or changed by a written instrument signed by the Client and AFR.

XIV. MEDICAL INFORMATION RELEASE

Medical information can be accessed by the Executive Director, Deputy Executive Director, and the Program Director, if necessary.

XV. SIGNATURES

The Client agrees that he or she may be signing by facsimile or email and affirms and warrants that his or her signature is as valid and enforceable as an original signature.

XVI. NON-ASSIGNABILITY

The Client's rights and obligations under this Enrollment Agreement may not be assigned or transferred.

XVII. APPLICABLE LAW AND FORUM

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any action arising from a dispute between the Client arising from or related to the subject matter of this Enrollment Agreement shall be brought in Calhoun County, Michigan. Facsimile copies are legal and binding. AFR, as the prevailing party in any litigation arising from or related to the subject matter of this Enrollment Agreement shall be entitled to recover its actual court costs and reasonable attorney fees.

If any provision in this Enrollment Agreement is found unenforceable and invalid, the finding will not invalidate the entire Enrollment Agreement, but only the subject provision.

CLIENT:

By: Stephanie Lockett

Date: 4/12/10

Signature: [REDACTED]

Address: [REDACTED]

Berlington WI

Phone: [REDACTED]

Birth date: [REDACTED]

Social Security Number: [REDACTED]

RESPONSIBLE PARTY:

By: Stephanie Lockett

Signature: [REDACTED]

Phone: [REDACTED]

Birth date: [REDACTED]

Address: [REDACTED]

Berlington, WI 53105

Social Security Number: [REDACTED]

A Forever Recovery REPRESENTATIVE:

By: Stephanie Lockett

Date: 4/12/10

Initial: [REDACTED]

Health Insurance Portability and Accountability Act (HIPAA) Confidentiality Policy

POLICY

A Forever Recovery Rehabilitation Center, Inc. is entrusted by its patients and required by law to ensure the security of individually identifiable health information. This protected health information is preserved by law and regulatory requirements and these laws and regulatory requirements to be upheld by each individual involved with this organization.

- We are subject to the compliance of the law as we are a health care provider and we maintain and transmit health information in electronic form in connection with transactions referred to as claims, encounters, eligibility, referrals, payments, electronic remittance, coordination of benefits, claim status, first report of injury, health claim attachments and any other transactions as the Secretary may prescribe by regulation.
- We are permitted to use and disclose protected health information for the purpose of treatment, payment and health care operations.
- We shall make all reasonable efforts not to use or disclose more than the minimum amount of protected health information necessary to accomplish the intended purpose of the use or disclosure.
- When making disclosures to public officials we will reasonably rely on the representations of such officials that the information requested is the minimum necessary for the stated purpose(s).
- We may use or disclose any de-identified protected health care information provided that the key or other devices designed to enable coded or otherwise de-identified information is not used or provided.
- We recognize all individually identifiable health information identifiers as created, received and used within our electronic computer systems and will make every reasonable effort to ensure they are secure in our environment. These identifiers are listed as:
 - Name, address (street, city, county, zip code), names of relatives, names of employers, birth date, telephone numbers, fax numbers, social security number, medical record number, account number, health plan beneficiary number, certificate or license number, E-mail address, IP address, vehicle or other device serial number, Web URL, finger or voice prints, photographic images, and any others added by the Secretary in future regulations
- The death of a patient does not terminate his rights to protection of health information. We shall apply all reasonable efforts to protect the individually identifiable health information of a deceased individual in the same manner we protect the living. This policy shall be in effect for two years following the death of the individual.

- I give my physician permission to communicate health information via my answering machine or voicemail.

Signature _____

Date: 4/12/10

By signing above, I acknowledge receipt of the privacy policy as outlined by the Health Insurance Portability and Accountability Act. A general notice of privacy practices is available on request.

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Dear Family Members and Friends:

We always enjoy hearing from you and value your time. When inquiring about your loved one concerning their medical or client accounts and for general updates, please call (269) 788-0496 at extension 251. This number and extension reaches the Case Management Team. This contact will help you get the information you need or refer you to the proper staff to get the information you are seeking.

When arranging flights home for your loved one upon completion of their program, please coordinate with the Aftercare Department. They may be reached by calling (269) 788-0496 at extension 248. It is *very important* that we know all flight information so you and your loved one have an easy transition out of our center. Utilizing our assistance in booking flight arrangements will help all of us coordinate transportation and expedite your loved ones' homecoming.

Sincerely,

A Forever Recovery Staff

Initials



Fact Sheet on Mandated Benefits in Health Insurance Policies

OFFICE OF THE COMMISSIONER OF INSURANCE

PI-019 (R 08/2010)

Health insurance policies sold in Wisconsin often include "mandated benefits." These are benefits that an insurer must include in certain types of health insurance policies. Some mandated benefits apply only to group policies. Some apply both to policies sold to individuals and to groups. Most apply only to policies issued or renewed after a certain date. Except for health maintenance organizations (HMOs) organized as cooperatives under ch. 185, Wis. Stat., HMOs are required to provide the same benefits as traditional insurers. Cooperative HMOs are subject to the mandates regarding chiropractors, optometrists, genetic testing, nurse practitioners, newborns, adopted children, HIV drugs, dentists, temporomandibular (TMJ) disorders, breast reconstruction, and hospital and ambulatory surgery center charges, anesthetics for dental care, coverage of certain health care costs in cancer clinical trials, and coverage of student on medical leave.

This brochure gives a brief description of current mandated benefits.

Professional Health Care Services

- **Nonphysician Providers** - *Unless the policy provides otherwise*, insurers may not refuse to pay for services by certain nonphysician providers if the service is covered by the policy and the professional is licensed to provide the service.

Insurers *may* refuse to pay for services given by certain providers if the policy clearly states that this is the case. For example, insurers could refuse to pay for services provided by a social worker in private practice *even though a social worker is licensed to provide services covered under the contract*.

This applies both to group and to individual policies. [s. 632.87(1), Wis. Stat.]

- **Optometrists** - Insurers may not exclude coverage for services provided by an optometrist

if the contract covers the same service when it is provided by another health care provider. Insurers may exclude all vision care services and procedures from coverage. This applies to both individual and group policies. [s. 632.87(2) and (3), Wis. Stat.]

- **Chiropractors** - All health insurance policies must cover services provided by a chiropractor if the policy would provide coverage for the same services if performed by a physician or osteopath. Policies may not require the insured to be referred to a chiropractor by a physician to receive benefits.

Insurers may apply the same deductible and copayment provisions to chiropractic care that apply to all other benefits. In addition, insurers may apply cost containment or quality assurance measures to chiropractic care if it applies those provisions to nonchiropractic benefits. For example, an HMO can limit chiropractic care for its enrollees to those chiropractors who are either employed by or under contract to the HMO. [s. 632.87(3), Wis. Stat.]

- **Nurse Practitioners** - Health insurance policies that provide coverage for Papanicolaou (PAP) tests, pelvic examinations, and associated laboratory work if performed by a physician must also provide coverage for these services when performed by a nurse practitioner acting within the scope of his or her license.

This applies to all insured policies, all plans offered by the Group Insurance Board, and all self-funded plans offered by school districts or municipalities. [s. 632.87(1) and (5), Wis. Stat.]

- **Dentists** - All health insurance policies are required to provide coverage for diagnosis or treatment of a condition or complaint performed by a licensed dentist if the policy covers diagnosis and treatment of the condition if performed by any other health care provider. [s. 632.87(4), Wis. Stat.]

Adopted Children

All health insurance policies that provide coverage for dependent children must cover adopted children and children placed for adoption on the same terms and conditions as natural children. Policies may not exclude or limit coverage of a disease or physical condition of the child because the disease or condition existed before coverage under the policy began. This applies to all policies, including plans offered by the state to its employees, cities, counties, school districts, cooperative sickness care plans, and prepaid plans. [s. 632.896, Wis. Stat.]

Handicapped Children

Hospital or medical expense policies that cover dependent children may end coverage when the child reaches maturity. However, coverage of a dependent child cannot end while the child continues to be both:

- Incapable of self-sustaining employment because of a mental retardation or physical handicap; and
- Chiefly dependent upon the person insured under the policy for support and maintenance.

This applies both to group and individual policies. Insurers can require notice of continued dependence after a child reaches the maximum age under the policy. [s. 632.88, Wis. Stat.]

Mental Health Parity

Wisconsin's current mandate is amended to remove the minimum coverage amounts for the treatment of mental and nervous disorders, alcoholism, and other drug abuse. Group health benefit plans and self-insured health plans of the state or of a county, city, town, village, or school district that provide coverage for inpatient hospital treatment or outpatient treatment are required to provide coverage of inpatient hospital services, outpatient services, and transitional treatment arrangements for the treatment of nervous and mental disorders and alcoholism and other drug abuse problems.

These provisions do not apply to a health care plan offered by a limited service health organization or by a preferred provider plan that is not a defined network plan or to a hospital indemnity, income continuation, accident only, long-term care, or Medicare supplement policy.

An exemption is provided for small employers who provide health coverage for their employees through a group health benefit plan that covers the treatment of nervous and mental disorders and alcoholism and

other drug abuse problems if the employer has fewer than 10 eligible employees on the first day of the plan year. Also included are exemptions for cost increase for employer plans where the increase exceeds 2% in the first plan year or 1% in any plan year thereafter.

Coverage may be subject to any exclusions and limitations; deductibles; co-payments; coinsurance; annual and lifetime payment limitations; out-of-pocket limits; out-of-network charges; day, visit, or appointment limits; limitations regarding referrals to non-physician providers and treatment programs; and duration or frequency of coverage limits if no more restrictive than the most common or frequent type of treatment limitations applied to substantially all other coverage under the plan. Any overall deductible amount or annual or lifetime limit or out-of-pocket limit for the plan shall include expenses incurred for the treatment of nervous and mental disorders or alcoholism and other drug abuse problems.

Health plans that provide coverage for the treatment of mental health/AODA conditions are required to make available the criteria for determining medical necessity under the plan with respect to that coverage. The criteria must be made available to any current or potential insured, participant, beneficiary, or contracting provider. Also, health plans that provide coverage for mental health/AODA conditions and deny coverage for services for that treatment shall upon request make the reason for the denial available to the insured, participant, or beneficiary.

Mental health/AODA coverage does not apply to treatment for autism spectrum disorders.

Federal law may provide additional coverage under provisions included in the Patient Protection and Affordable Care Act (PPACA) and Mental Health Parity and Addiction Equity Act (MHPAEA) of 2008.

The above provisions take effect for health benefit plans that are issued or renewed and governmental self-insured health plans that are established, extended, modified, or renewed on December 1, 2010. [s. 632.88, Wis. Stat.]

Home Health Care

Both group and individual health policies that provide benefits for inpatient hospital care must provide coverage for the usual and customary fees for at least 40 home health care visits per year. Home health care may include intermittent home nursing care, home health aide services, various types of therapy, medical supplies, medication prescribed under the home care plan, and nutrition counseling. If two or more insurers jointly provide health insurance coverage to an insured

under two or more policies, home health care coverage is required under only one of the policies.

Coverage may be limited to cases where hospitalization or skilled nursing confinement would be necessary if home care were not provided and the necessary care cannot be provided by the patient's family without undue hardship. Only state-licensed or Medicare-certified home health agencies or certified rehabilitation agencies must be covered.

In addition to the 40 visits, insurers must offer buyers of Medicare supplement policies coverage for up to 365 visits a year, including those visits paid by Medicare. [s. 632.895(2), Wis. Stat.]

Skilled Nursing Care

Policies that cover hospital expenses must cover at least 30 days of skilled nursing care to patients who enter a licensed skilled nursing facility within 24 hours after discharge from a hospital. Coverage may be limited to care that is medically necessary as certified by the attending physician every seven days and that is for the same condition treated in the hospital. Skilled nursing care is narrowly defined. Many people in nursing homes are not receiving skilled care. [s. 632.895(3), Wis. Stat.]

Kidney Disease

Policies that cover hospital expenses must provide at least \$30,000 of coverage per year for inpatient and outpatient treatment of kidney disease, including dialysis, transplantation, and donor-related services. The coverage is not required to duplicate Medicare benefits and may be subject to the same limitations that apply to other covered health conditions. [s. 632.895(4), Wis. Stat.]

Mammography

All health insurance policies except specified disease, Medicare supplement, or long-term care policies, must provide women between the ages of 45 and 49 two examinations by low-dose mammography. Insurers may refuse to provide coverage for an examination by low-dose mammography for a woman aged 45 to 49 if she has had such an examination within the previous two years. Insurers may apply any mammogram obtained during that age period, even if obtained prior to coverage under the policy, toward the two mandated examinations. Women who are age 50 to 65 must be covered for annual mammograms.

Coverage is required regardless of whether the woman shows any symptoms. Policies may not apply exclusions or limitations that do not apply to other radiological examinations covered under the policy. The mammography examinations shall be performed at the direction of a licensed physician or nurse practitioner unless all of the following apply:

- The woman does not have an assigned or regular physician or nurse practitioner when the examination is performed.
- The woman designates a physician to receive the results.
- Any previously obtained mammography examination was obtained at the direction of a licensed physician or nurse practitioner.

[s. 632.895(8), Wis. Stat.]

Newborn Infants

All health insurance policies must provide coverage from the moment of birth for a newborn child of the insured. The newborn shall receive the same coverage that the policy provides for any children covered or eligible for coverage under the policy. The only exception is that waiting periods do not apply. If a pregnant person or a person whose spouse is pregnant applies for a policy providing hospital or medical expense benefits, insurers may not issue a policy that excludes or limits benefits for the expected child. Insurers must issue the policy without exclusions or limitations or decline or postpone the application. Coverage for newborn children must include congenital defects and birth abnormalities as an injury or sickness under the policy.

If the payment of a specific premium or subscription fee is required to provide coverage for a child, policies may require that notification of a child's birth and payment of the required premiums or fees be furnished to the insurer within 60 days after the date of birth. Insurers may refuse to continue coverage beyond the 60-day period if such notification is not received, unless within one year after the birth of the child the insured makes all past due payments with interest at the rate of 5-1/2% per annum.

If the payment of a specific premium or subscription fee is not required to provide coverage for a child, the policy or contract may request notification of the birth of a child but may not deny or refuse to continue coverage if such notification is not furnished. Benefits may exclude costs associated with a normal delivery. [s. 632.895(5), Wis. Stat.]

Coverage of Grandchildren

Health policies that provide coverage for any child of the insured shall provide the same coverage for all children of that child until that child reaches the age of 18. [s. 632.895(5m), Wis. Stat.]

Diabetes

Policies that cover expenses for the treatment of diabetes shall provide coverage for insulin infusion pumps, other equipment and supplies, including insulin, and diabetic self-management education programs. Insurers may apply the same deductible and coinsurance provisions that apply to other covered expenses. Coverage may be limited to the purchase of one pump per year, and the insured may be required to use the pump 30 days before purchase.

Effective January 1, 2003, all health insurance policies issued or renewed after that date that provide coverage of expenses incurred for the treatment of diabetes shall also provide coverage for expenses incurred for prescription medication used in the treatment of diabetes. Insurers may apply the same exclusions, limitations, deductibles and coinsurance provisions that apply to other covered expenses. [s. 632.895(6), Wis. Stat.]

Maternity Coverage

If a group health policy provides maternity coverage for anyone covered under the policy, it must provide coverage for all persons covered under the policy. Insurers may not apply exclusions and limitations to the mandated maternity coverage that do not apply to other maternity coverage provided under the policy. [s. 632.895(7), Wis. Stat.]

Genetic Testing

Insurers, other than insurers writing life or income continuation coverage, are prohibited from:

- Requiring an individual or a member of the individual's family to obtain a genetic test using DNA from the person's blood to determine the presence of a genetic disease or disorder.
- Requiring an individual to reveal if he or she or a member of the family has had a genetic test and revealing the results of that test.
- Requiring or requesting a health care provider to reveal either that an individual or family member had a genetic test or the results of a genetic test.

- Conditioning coverage on whether a person or member of a person's family has had a genetic test.
- Basing premium rates or other aspects of insurance coverage on whether a person or a person's family member has had a genetic test and revealing the results of the test.

Insurers that write life or income continuation coverage who obtain genetic test information about an individual or family member are prohibited from:

- Using the information in writing any type of insurance other than life or income continuation.
- Setting rates or coverage conditions that are not reasonably related to the risk involved. [s. 631.89, Wis. Stat.]

Drugs for Treatment of HIV Infection

All health insurance policies that provide coverage of prescription medicine shall provide coverage for each drug that satisfies all of the following:

- Is prescribed by the insured's physician for the treatment of HIV infection or an illness or medical condition arising from or related to HIV infection.
- Is approved by the Federal Food and Drug Administration for the treatment of HIV infection or an illness or medical condition arising from or related to HIV infection, including each investigational new drug that is approved under 21 CFR 312.34 to 312.36 for the treatment of HIV infection or an illness or medical condition arising from or related to HIV infection and that is in or has completed a phase 3 clinical investigation performed in accordance with 21 CFR 312.20 to 312.33.
- If the drug is an investigational new drug described in subd. 2, is prescribed and administered in accordance with the treatment protocol approved for the investigational new drug under 21 CFR 312.34 to 312.36.

Coverage of these drugs may be subject to any copayments and deductibles that the health insurance policy applies generally to other prescription medication covered by the policy.

These requirements do not apply to a policy that covers only certain specified diseases, is issued by a limited service health organization, or is a Medicare supplement or Medicare replacement policy. [s. 632.895(9), Wis. Stat.]

Lead Screening

All health insurance policies and all self-insured plans offered by a city, village, or school district are required to provide coverage for blood lead tests for children under 6 years of age, according to screening protocols established by the Department of Health Services.

This requirement does not apply to a policy that covers only certain specified diseases, policies offered by a limited service health organization, long-term care insurance policies, Medicare supplement policies, or Medicare replacement policies. [ss. 609.85 and 632.895 (10), Wis. Stat.]

TMJ Disorders

All group and individual health insurance policies issued or renewed on or after January 1, 1998, that provide coverage of any diagnostic or surgical procedure involving a bone, joint, muscle, or tissue are required to provide coverage for diagnostic procedures and medically necessary surgical or nonsurgical treatment (including prescribed intraoral splint therapy devices) for the correction of temporomandibular (TMJ) disorders.

This applies to both group and individual policies, except dental-only and Medicare supplement policies, including HMOs, PPPs, and LSHOs, and every self-funded county, municipality, or school district health plan. [ss. 609.78 and 632.895 (11), Wis. Stat.]

All health insurance policies issued or renewed on or after June 17, 1998, may cap coverage of nonsurgical diagnosis and treatment of TMJ at \$1,250 per year. Plans are permitted to impose a prior authorization requirement on surgical or nonsurgical TMJ services, but not diagnosis.

Hospital and Ambulatory Surgery Center Charges and Anesthetics for Dental Care

Health policies that are issued or renewed on or after January 1, 1998, are required to cover hospital or ambulatory surgery center charges incurred and anesthetics provided in conjunction with dental care if any of the following applies:

1. The individual is a child under the age of 5
2. The individual has a chronic disability that meets all the conditions in s. 230.04 (9r) (a) 2. a., b., and c., Wis. Stat.
3. The individual has a medical condition that requires hospitalization or general anesthesia for dental care.

This applies to both group and individual policies, including HMOs, PPPs, and LSHOs, and every self-funded county, municipality and school district health plan. [ss. 609.79 and 632.895 (12), Wis. Stat.]

This requirement does not apply to dental-only plans issued or renewed on or after June 17, 1998.

Breast Reconstruction

Health insurance policies that are issued or renewed on or after January 1, 1998, that provide coverage for a mastectomy are required to provide coverage of breast reconstruction of the affected tissue incident to a mastectomy.

This applies to both group and individual policies, including HMOs, PPPs, and LSHOs, and every self-funded county, municipality and school district health plan. [ss. 609.77 and 632.895 (13), Wis. Stat.]

Child Immunizations

All health insurance policies that are issued or renewed on or after November 1, 2000, and every self-insured health plan of the state or of a county, city, town, village, or school district that provides coverage for a dependent of an insured, must provide coverage of appropriate and necessary immunizations from birth to the age of 8 years for a dependent who is a child of the insured. The coverage may not be subject to any deductibles, copayments or coinsurance under the policy or plan, except that a managed care plan is prohibited from applying such cost-sharing only with respect to services provided by network providers.

The mandate does not apply to health insurance policies that provide coverage of only certain specified diseases, policies that cover only hospital and surgical charges, policies offered by a limited service health organization, long-term care policies, and Medicare supplement or Medicare replacement policies. [s. 632.895 (14), Wis. Stat.]

Coverage of Certain Health Care Costs in Cancer Clinical Trials

Health care policies, plans, and contracts are prohibited from excluding coverage for certain health care services, items, or drugs administered to an insured in a cancer clinical trial in certain situations that would be covered under the policy, plan, or contract if the insured were not enrolled in a cancer clinical trial. The coverage is subject to all terms, conditions and restrictions that apply to other

coverage under the policy, including the treatment and services performed by participating and nonparticipating providers. This includes policy requirements that the cancer clinical trial services be performed by a participating provider.

These changes apply to insurance policies issued or renewed on or after November 1, 2008, and self-insured health plans of the state or of a county, city, village, town, or school district, established, extended, modified, or renewed on or after November 1, 2008. However, if an insurance policy covers employees under a collective bargaining agreement containing provisions inconsistent with these changes, the changes first apply to a policy issued or renewed on the earlier of: (a) the date the collective bargaining agreement expires; or (b) the date the collective bargaining agreement is extended, modified, or renewed. If a self-insured plan covers employees under a collective bargaining agreement containing provisions inconsistent with the changes, the changes first apply to a plan established, extended, modified, or renewed on the earlier of: (a) the date the collective bargaining agreement expires; or (b) the date the collective bargaining agreement is extended, modified, or renewed.

[ss. 40.51 (8), 66.0137 (4), 120.13 (2) (g), 185.981 (4t), 185.983 (1) (intro.), 632.855 (2) (intro.) 632.855 (3), and 632.855 (3) (bm), 632.87 (1), and 632.87 (6), Wis. Stat.]

Coverage of Student on Medical Leave

Every disability insurance policy and every self-insured health plan of the state or of a county, city, town, village, or school district that provides coverage for a person as a dependent of the insured because the person is a full-time student shall continue to provide dependent coverage for the person if, due to a medically necessary leave of absence, he or she ceases to be a full-time student.

A student is required to submit documentation and certification from the person's attending physician stating the medical necessity of the leave of absence.

This applies to insurance policies issued or renewed on or after July 1, 2008, and self-insured health plans of the state or of a county, city, village, town, or school district, established, extended, modified, or renewed on or after July 1, 2008. However, if an insurance policy covers employees under a collective bargaining agreement containing provisions inconsistent with this provision, it first applies to a policy issued or renewed on the earlier of: (a) the date the collective bargaining agreement expires; or (b) the date the collective bargaining agreement is extended, modified, or renewed. If a self-insured plan

covers employees under a collective bargaining agreement containing provisions inconsistent with this provision, it first applies to a plan established, extended, modified, or renewed on the earlier of: (a) the date the collective bargaining agreement expires; or (b) the date the collective bargaining agreement is extended, modified, or renewed.

[ss. 40.51 (8), 40.51 (8m), 66.0137 (4), 111.91 (2) (nm), 120.13 (2) (g), 185.981 (4t), 185.983 (1) (intro.), 609.76, and 632.895 (15), Wis. Stat.]

Health Insurance Coverage of Dependents

Insurers that offer individual or group disability insurance policies (including vision and dental plans, but not hospital indemnity, income continuation, accident only, long-term care, and Medigap policies), and self-insured health plans of the state or of a county, city, village, town, or school district are required to provide coverage if requested to an adult child of the applicant or insured as a dependent of the applicant or insured if all of the following conditions are met:

- The child is over age 17 but less than 27 years of age.
- The child is not married, and the child is either not eligible for coverage under a group health benefit plan offered by his or her employer, or if eligible for coverage, the child's premium contribution for the coverage is greater than the premium amount required to provide coverage to the child as a dependent under the parent's plan.

Provided the other conditions are still met, coverage must be provided to an adult child regardless of age if the child was under 27 years of age when he or she was called to federal active duty in the National Guard or in a reserve component of the U.S. armed forces while the child was attending, on a full-time basis, an institution of higher education and the child returns to school as a full-time student within 12 months of fulfilling his or her active duty obligation.

An insurer or self-insured plan is required to determine the premium for coverage of an adult child who is over 18 on the same basis as the premium is determined for a dependent who is 17 years of age or younger.

An insurer or self-insured health plan may require an applicant or an insured seeking coverage of an adult child to provide written documentation initially and annually thereafter that the adult child meets the criteria to be covered as a dependent.

The state requirements above take effect for policies issued or renewed and governmental or school district self-insured health plans that are established, extended, modified or renewed, on or after January 1, 2010. Note there may be state tax implications for parents utilizing this benefit for their dependent children. [Section 632.885, Wis. Stat.]

Additionally, provisions in the federal Patient Protection and Affordable Care Act (PPACA) require coverage of adult children as dependents under their parents' plan or policy up to age 26 years of age. Both married and unmarried children qualify for this coverage. The federal requirement is effective for plan and policy years beginning on or after September 23, 2010, and applies to all plans in the individual market and to new employer plans. Group plans in existence on March 23, 2010, may exclude adult children who are eligible to enroll in an employer-sponsored health plan unless it is the group health plan of their parent. However, beginning with plan or policy years on or after January 1, 2014, children up to age 26 can stay on their parent's employer plan even if they have another offer of coverage through an employer.

Autism Spectrum Disorder

All disability insurance policies and self-insured health plans of the state or of a county, city, town, village, or school district are required to provide coverage for the treatment of autism spectrum disorders which includes autism disorder, Asperger's syndrome, and pervasive developmental disorder not otherwise specified. This provision does not apply to a disability policy that covers only certain specified diseases, a health care plan offered by a limited service health organization or by a preferred provider plan that is not a defined network plan, a long-term care insurance policy, or a Medicare replacement or a Medicare supplement policy.

Coverage must be provided for the treatment of autism spectrum disorders if the treatment is prescribed by a physician and provided by qualified providers. Coverage required includes at least \$50,000 for intensive-level services per insured per year with a minimum of 30 to 35 hours of care per week for a minimum duration of 4 years and at least \$25,000 for nonintensive-level services per insured per year.

Coverage may be subject to deductibles, coinsurance, or copayments that generally apply to other conditions covered by the policy or plan. The coverage may not be subject to limitations or exclusions, including limitations on the number of treatment visits.

The above provisions take effect for disability insurance policies that are issued or renewed and governmental or school district self-insured health plans that are established, extended, modified, or renewed on or after November 1, 2009. [s. 632.895 (12m), Wis. Stat.]

Board Certified Behavior Analyst

Behavior analysts are added to the list of providers that may provide physician-prescribed services for the treatment of autism spectrum disorders required to be covered by disability insurance policies and self-insured governmental and school district health plans. Paraprofessionals working under a behavior analyst's supervision are also covered. The Department of Regulation and Licensing (DRL) provides licensure and regulation of behavior analysts engaging in the practice of behavior analysis.

The above provisions took effect on May 26, 2010, except for the provisions regarding licensure of behavior analysts, which took effect on June 24, 2010.

Contraceptive Coverage

All disability insurance policies and self-insured health plans of the state or of a county, city, town, village, or school district that provide coverage for outpatient health care services, preventive treatments and services, or prescription drugs and devices are required to also provide coverage for contraceptives prescribed by a health care provider, and outpatient consultations, examinations, procedures, and medical services that are necessary to prescribe, administer, maintain, or remove a contraceptive if covered for any other drug benefits under the policy or plan. Coverage may only be subject to the exclusions, limitations, or cost-sharing provisions that apply generally to the coverage of outpatient health care services, preventive treatment and services, or prescription drugs and devices that are provided under the policy or self-insured health plan.

These provisions do not apply to a disability policy that covers only certain specified diseases, a disability policy or self-insured health care plan that provides only limited-scope dental or vision benefits, a health care plan offered by a limited service health organization or by a preferred provider plan that is not a defined network plan, a long-term care insurance policy, or a Medicare replacement or a Medicare supplement policy.

The above provisions took effect for policies issued or renewed and governmental self-insured health plans that are established, extended, modified, or

renewed on or after January 1, 2010. [s. 632.895 (17), Wis. Stat.]

Cochlear Implants

Coverage is required for hearing aids, cochlear implants, and related treatment for infants and children. This applies to group and individual disability policies and to self-insured health plans of the state or of a county, city, town, village, or school district newly issued or renewed on or after January 1, 2010.

The following coverage is provided:

- The cost of hearing aids and cochlear implants that are prescribed by a physician or by a licensed audiologist for a child covered under the policy or plan who is under 18 years of age and who is certified as deaf or hearing impaired by a physician or a licensed audiologist.
- The cost of treatment related to hearing aids and cochlear implants, including procedures for the implantation of cochlear devices, for a child as described above.
- The cost of hearing aids is not required to exceed the cost of one hearing aid per ear per child more than once every three years.

Coverage may be subject to any cost-sharing provisions, limitations, or exclusions, other than a preexisting condition exclusion, that apply generally under the disability insurance policy or self-insured health plan.

These provisions do not apply to a disability policy that covers only certain specified diseases, a disability policy or self-insured health care plan that provides only limited-scope dental or vision benefits, a health care plan offered by a limited service health organization or by a preferred provider plan that is not a defined network plan, a long-term care insurance policy, a Medicare replacement or a Medicare supplement policy, or a short-term individual health benefit plan.

The above provisions take effect for disability insurance policies that are issued or renewed and governmental or school district self-insured health plans that are established, extended, modified, or renewed on or after January 1, 2010.

Colorectal Cancer Screening

All disability insurance policies and self-insured health plans of the state or of a county, city, town, village, or school district that cover any diagnostic or surgical procedures are required to cover colorectal cancer examinations and laboratory tests for any insured or enrollee who is 50 years of age or older or any insured or enrollee who is under 50 years of age and at high risk for colorectal cancer.

Coverage may be subject to any cost-sharing provisions, limitations, or exclusions that apply generally under the disability insurance policy or self-insured health plan.

These provisions do not apply to a disability policy that covers only certain specified diseases other than cancer, a disability policy or self-insured health care plan that provides only limited-scope dental or vision benefits, or a health care plan offered by a limited service health organization or by a preferred provider plan that is not a defined network plan.

The Commissioner of Insurance, in consultation with the Secretary of the Department of Health Services and after considering nationally validated guidelines, including guidelines issued by the American Cancer Society for colorectal cancer screening, is required to promulgate rules that:

- Specify guidelines for colorectal cancer screening that must be covered under the law.
- Specify the factors for determining whether an individual is at high risk for colorectal cancer.
- Periodically update the guidelines and factors, described above.

The above provisions take effect for disability insurance policies that are issued or renewed and governmental or school district self-insured health plans that are established, extended, modified, or renewed on or after December 1, 2010. [s. 632.895 (16m), Wis. Stat.]

If you have a specific complaint about your insurance, refer it first to the insurance company or agent involved. If you do not receive satisfactory answers, contact the Office of the Commissioner of Insurance (OCI).

For information on how to file insurance complaints call:

(608) 266-0103 (In Madison)
or
1-800-236-8517 (Statewide)

Mailing Address

Office of the Commissioner of Insurance
P.O. Box 7873
Madison, WI 53707-7873

Electronic Mail

ocicomplaints@wisconsin.gov
Please indicate your name, phone number,
and e-mail address.

OCI's World Wide Web Home Page
oci.wi.gov

Deaf, hearing, or speech impaired callers may
reach OCI through WI TRS

A copy of OCI's complaint form is available on OCI's Web site. You can print it, complete it, and return it to the above mailing address.

Copies of OCI publications are available on-line on OCI's Web site.

Disclaimer

This guide is not a legal analysis of your rights under any insurance policy or government program. Your insurance policy, program rules, Wisconsin law, federal law, and court decisions establish your rights. You may want to consult an attorney for legal guidance about your specific rights.

OCI does not represent that the information is complete, accurate or timely in all instances. All information is subject to change on a regular basis, without notice.

Printed copies of publications are updated annually unless otherwise stated. In an effort to provide more current information, publications available on OCI's Web site are updated more frequently to reflect any necessary changes. Visit OCI's Web site at oci.wi.gov.

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FACT SHEET ON MANDATED BENEFITS FOR THE TREATMENT OF NERVOUS AND MENTAL DISORDERS, ALCOHOLISM, AND OTHER DRUG ABUSE

OFFICE OF THE COMMISSIONER OF INSURANCE

PI-008 (R 12/2008)

The Wisconsin Office of the Commissioner of Insurance has prepared this guide to assist health care providers and insurers in understanding and applying Wisconsin's mandated health care benefits law, as it relates to the treatment of nervous and mental disorders, alcoholism, and other drug abuse. This guide also discusses the federal Mental Health Parity Act of 1996.

Please refer questions to:

Department of Health Services
1 W. Wilson St.
Madison, Wisconsin 53702
(608) 268-1865

or

Office of the Commissioner of Insurance
P.O. Box 7873
Madison, Wisconsin 53707-7873
(608) 266-0103 (In Madison)
1-800-236-8517 (statewide)

Wisconsin law requires that certain group health insurance policies include inpatient, outpatient, and transitional benefits to treat nervous and mental disorders, alcoholism, and other drug abuse problems. [s. 632.89, Wis. Stat.]

Q. To what policies or plans does the law apply?

- A.** This law applies only to group insurance policies and contracts issued in Wisconsin and to comparable policies issued to a group based in another state if more than 25% of the insured persons are Wisconsin residents.

These mandated benefits are not required in:

- Individual insurance policies;

- Federal employee group plans (e.g., postal carrier's plans);
- Self-insured employer group plans falling within the terms of the federal Employee Retirement Income Security Act (ERISA) of 1974;
- Self-insured counties, municipalities, or school districts;
- Most policies issued to a group based in another state if both the policyholder and group exist primarily for purposes other than to procure insurance and fewer than 25% of the insured persons are Wisconsin residents; and
- Health maintenance organizations (HMOs) and limited service health organizations (LSHOs) formed as cooperatives under ch. 185, Wis. Stat.

Q. What services are covered by the law?

A. There are three services covered by the law.

- *Inpatient Services.* These are services for the treatment of nervous and mental disorders or alcoholism and other drug abuse problems that are provided to a bed patient in a hospital.
- *Outpatient Services.* These are nonresidential services for the treatment of nervous and mental disorders or alcoholism or other drug abuse problems that are provided to an insured by any of the following entities or persons or, if for the purpose of enhancing the treatment of the insured, a collateral of the insured.

- A program in an outpatient treatment facility that has been approved by the Department of Health Services and established and maintained according to rules promulgated under s. 51.42 (12), Wis. Stat.
- A licensed physician who has completed a residency in psychiatry in an outpatient treatment facility or in the physician's office.
- A licensed psychologist who is listed in the National Register of Health Service Providers in Psychology or who is certified by the American Board of Professional Psychology.

- *Transitional Treatment Services.* These are services for the treatment of nervous or mental disorders or alcoholism or other drug abuse problems that are provided to an insured in a less restrictive manner than are inpatient hospital services but in a more intensive manner than are outpatient services.

Q. Must all plans and policies to which the law applies provide both inpatient and outpatient services?

A. No. Group plans that provide only inpatient hospital treatment coverage are required to provide coverage for inpatient hospital treatment and transitional treatment.

Group plans that provide only outpatient treatment coverage are required to cover outpatient services and transitional treatment services.

A group policy that covers both inpatient and outpatient treatment for any condition other than those covered by the mandates must provide coverage for inpatient, outpatient, and transitional treatment services.

Q. What types of coverage must be provided in plans subject to the law?

A. Required coverages are for the treatment of nervous and mental disorders, alcoholism, and other drug abuse problems.

Q. What is the minimum coverage that must be provided in every policy year?

A. A group policy that provides coverage for inpatient hospital services must cover:

- At least expenses for the first 30 days as an inpatient in a hospital; or
- At least \$7,000 for inpatient services minus any cost-sharing amounts (deductibles, copayments, or coinsurance) at the level charged under the policy for other inpatient treatment services or the equivalent benefit measured in services rendered (number of days or visits). If a policy does not use cost-sharing, it is \$6,300 in equivalent benefits measured in services rendered.
- At least \$3,000 for transitional treatment minus any cost-sharing amounts (deductibles, copayments, or coinsurance) at the level charged under the policy for other transitional treatment services or the equivalent benefit measured in services rendered (number of days or visits). If a policy does not use cost-sharing, it is \$2,700 in equivalent benefits measured in services rendered.

A group policy that provides coverage for outpatient services must cover:

- At least \$2,000 of services for outpatient services minus any cost-sharing amounts (deductibles, copayments, or coinsurance) at the level charged under the policy for other outpatient treatment services or the equivalent benefit measured in services rendered (number of days or visits); or
- If a policy does not use cost-sharing, it is at least \$1,800 in equivalent benefits measured in services rendered.
- At least \$3,000 for transitional treatment minus any cost-sharing amounts (deductibles, copayments, or coinsurance) at the level charged under the policy for other transitional treatment services or the equivalent benefit measured in services rendered (number of days or visits). If a policy does use cost-sharing, it is at least \$2,700 for equivalent benefits measured in services rendered.

However, total coverage for inpatient, outpatient, and transitional treatment services need not exceed \$7,000 or equivalent benefits if provided by an HMO or LSHO.

Q. Do copayment requirements and deductibles of the policy apply to these mandated benefits?

A. An insurer may apply the same deductible amount and/or copayment amount to mental health and alcoholism and other drug abuse services that apply to all other benefits.

Q. Outpatient services will cover treatment provided to a collateral if the treatment was rendered for the purpose of enhancing the treatment to the insured. What is the meaning of a "collateral"?

A. A "collateral" means a member of an insured's immediate family and is limited to the spouse, children, parents, grandparents, brothers, and sisters of the insured and their spouses.

Q. Some group policies set waiting periods for preexisting conditions. How is the date of onset of the nervous or mental disorder, alcoholism, or drug abuse condition to be determined to judge whether the condition is a preexisting condition for insurance purposes?

A. An insurer may apply a waiting period for a preexisting condition if it has evidence that the disease existed prior to coverage under the policy. Sufficient evidence would be a condition for which medical advice, diagnosis, care, or treatment was recommended or received within the 6-month period prior to enrollment in the health plan.

Q. May benefits be paid under more than one plan?

A. Benefits can be paid under more than one plan. However, most group plans contain a coordination (or duplication) of benefits provision that is intended to limit the payment of benefits under all coverage to 100% of the total covered expenses.

Q. Does the requirement for coverage of outpatient treatment prohibit any limitation on the amount of a provider's charge to be covered, e.g., application of a "usual and customary fees" limitation that would be generally applicable to other covered conditions?

A. No, if the basis an insurer uses to establish fee reimbursement levels is reasonable and equitably applied to all providers.

Q. Are prescription drugs included as part of the mandated coverage for the treatment of nervous and mental disorders, alcoholism, and other drug abuse?

A. Yes, prescription drugs are covered if the drugs are prescribed for a patient who is receiving treatment on either an inpatient or outpatient basis and if the prescription drugs are for the treatment of nervous and mental disorders, alcoholism, or other drug abuse problems. The costs incurred for the prescription drugs or diagnostic testing cannot be applied toward the minimum coverage for either inpatient or outpatient treatment.

Q. When did this law become effective? Does it apply to policies and contracts then in force or only to those issued after that date?

A. This law first became effective July 20, 1985. Increased benefits for outpatient treatment was effective for policies issued or renewed after May 12, 1992. Coverage for transitional treatment applies to policies issued or renewed on or after November 1, 1992.

The Mental Health Parity Act of 1996—A Federal Law

Q. What is the Mental Health Parity Act of 1996?

A. The federal Mental Health Parity Act (MHPA) was signed into law on September 26, 1996. MHPA provides for parity in the application of aggregate lifetime and annual dollar limits on mental health benefits with dollar limits on medical/surgical benefits. MHPA's provisions are subject to concurrent jurisdiction by the Departments of Labor, the Treasury, and Health and Human Services.

Q. How will the Mental Health Parity Act affect mental health benefits?

- A. Under MHPA, group health plans, insurance companies, and HMOs offering mental health benefits will no longer be allowed to set annual or lifetime dollar limits on mental health benefits that are lower than any such dollar limits for medical and surgical benefits. A plan that does not impose an annual or lifetime dollar limit on medical and surgical benefits may not impose such a dollar limit on mental health benefits offered under the plan. MHPA's provisions, however, do not apply to benefits for substance abuse or chemical dependency.

Q. Do these requirements apply to all group health plans?

- A. No. Health plans are not required to include mental health in their benefits package. The requirements under MHPA apply only to plans offering mental health benefits.

Q. May an insurer impose restrictions on mental health benefits?

- A. Yes, insurers will be able to set the terms and conditions including cost sharing and limits on the number of visits or days of coverage, for the amount, duration, and scope of mental health benefits.

Q. Do all group health plans offering mental health benefits have to meet the parity requirements?

- A. No. There are two exceptions to these new rules.
- The mental health parity requirements do not apply to small employers who have fewer than 51 employees.
 - Any group health plan whose costs increase 1% or more due to the application of MHPA's requirements may claim an exemption from MHPA's requirements.

Q. When did this law become effective?

- A. The mental health parity requirements apply to group health plans for plan years beginning on or after January 1, 1998. Plans that have calendar year plan years or plan years that otherwise begin early in 1998 were provided a transition period until March 31, 1998.

The original sunset provision (providing that the parity requirements would not apply to benefits for services furnished on or after September 30, 2001) has been extended six times. The current extension runs through December 31, 2007.

If a provider or patient has a question about whether a claim for insurance benefits has been handled properly, contact the Office of the Commissioner of Insurance describing the problem. Include the name of the insurance company, the group policy number, and the subscriber or certificate number. Send complaint to:

Information and Complaints Section
Office of the Commissioner of Insurance
(OCI)
P. O. Box 7873
Madison, WI 53707-7873
(608) 266-0103 (In Madison)
1-800-236-8517 (Outside Madison)

How to Find Out More

If you have additional questions regarding the federal Mental Health Parity Act, please contact:

Employee Benefits Security Administration
(EBSA)
U.S. Department of Labor (DOL)
200 Constitution Avenue, N.W.
Washington, DC 20210
1-866-4-USA-DOL (1-866-487-2365)
1-877-889-5627 TTY
<http://www.dol.gov/dol/topic/health-plans/>

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For information on how to file insurance complaints call:

(608) 266-0103 (Madison)
or
1-800-236-8517 (statewide)

Mailing Address

Office of the Commissioner of Insurance
P.O. Box 7873
Madison, WI 53707-7873

Electronic Mail

ociinformation@wisconsin.gov
(please indicate your name, phone number, and
e-mail address)

OCI's World Wide Web Home Page

<http://oci.wi.gov>

**Deaf, hearing, or speech impaired callers may
reach OCI through WI TRS**

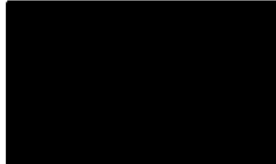
Golden Rule®

A UnitedHealthcare Company

November 1, 2010

[REDACTED]
BURLINGTON WI 53105-2056

Insured Name:
Patient Name:
Date of Birth:
Identification Number:



Re: Review Request

Dear Ms Boehmer:

On October 29, 2010, we received your request for a review for services provided to [REDACTED]
[REDACTED] on August 10, 2010.

According to Wisconsin insurance law and regulation, you and/or your authorized representative have the right to appear in person to present your grievance to a grievance panel. We will also accommodate attendance by telephone.

This meeting will be held at the following address:

Appeals
3100 AMS Boulevard
Green Bay, WI 54307

A separate notification will be sent to you once the date and time have been determined.

If you choose not to attend, your grievance will be presented by one of our representatives. We'll notify you of the grievance panel decision in writing after the panel meets.

Sincerely,

Michelle Thuerwachter
Quality Consultant

MT/scw

Golden Rule Insurance Company
712 Eleventh Street
Lawrenceville, Illinois 62439
www.goldenrule.com

Golden Rule Insurance Company
3100 AMS Boulevard
Green Bay, Wisconsin 54313
www.goldenrule.com

November 2, 2010

A Forever Recovery
216 St. Mary's Lake Rd.
Battle Creek, MI 49017

Identification No: [REDACTED]
Control No: [REDACTED]
Claimant: [REDACTED]
Insured: [REDACTED]
Account No: [REDACTED]

Dear Sirs:

This letter concerns the services [REDACTED] has been receiving from A Forever Recovery. We recently conducted a review of [REDACTED]'s file and found coverage for the transitional services you provided to her were previously denied in error.

[REDACTED]'s plan provides specific benefits for the treatment of a [REDACTED] or [REDACTED]. For inpatient treatment, we will provide benefits for covered expenses the lesser of: (1) 30 days of treatment per year; or (2) \$7,000 for any combination of these conditions. Outpatient treatment of these conditions will be limited to a maximum of \$2,000 per year. **Benefits for transitional treatment arrangements will be limited to a maximum annual benefit of \$3,000 per covered person.** The maximum benefit payable for any combination of these conditions for any one covered person will be \$7,000 per year.

We have paid a total of \$3,000 for [REDACTED] treatment on this claim. No further benefits are available since this is the maximum benefit payable for any covered person per year. If you have any additional questions regarding these expenses, please call or write to us at the address listed.

Sincerely,

Maureen Nolle

Maureen Nolle
Claim Department

cc: [REDACTED]

[REDACTED] notes:

November 10, 2010

Golden Rule is to call regarding a \$3000 check that was mailed to A Forever Recovery payable regarding her "[REDACTED] treatment" meeting the State of WI mandate. Check was mailed to them on 11/3/2010. The payment should have been mailed to [REDACTED] and [REDACTED] since they have already made full payment to A Forever Recovery. We've asked Golden Rule to cancel the check that is in route to A Forever Recovery and to issue a new check made payable to the [REDACTED]. If I need to call A Forever Recovery, I am to call Holly Harris in accounting at 269-788-0496. Check number 076001757.

Jim Kramer

October 27, 2010

Golden Rule Insurance Company
Attn. Claims
712 Eleventh Street
Lawrenceville, WI 62439

To Whom It May Concern:

We are responding to your claims denial regarding [REDACTED] dependent under [REDACTED] policy # [REDACTED]. Her control numbers are [REDACTED].

Regarding Control No. 1 [REDACTED], this letter briefly covers the [REDACTED] and [REDACTED] law in the State of WI basically stating that your company is honoring the state mandate for this type of treatment.

The State of WI mandate provides for the treatment of [REDACTED] in an inpatient facility defined as "These are services for the treatment of [REDACTED] and [REDACTED] or [REDACTED] and other [REDACTED] problems that are provided to a bed patient in a hospital" Control number [REDACTED] with the dates of service of April 12th through the 13th were for an inpatient hospital stay as was required by A Forever Recovery at their location. The charge was for \$2800.00. This should be a covered benefit based on the State of WI mandated inpatient hospital benefit for [REDACTED]. Based on the policy's definition of "Hospital" as defined on page 6, this should also be a covered benefit.

The rest of the charges as shown on the control numbers above were all considered "[REDACTED] Services" as defined by the State of WI mandate on [REDACTED]. [REDACTED] - "These are services for the treatment of [REDACTED] or [REDACTED] or [REDACTED] or other [REDACTED] problems that are provided to an insured in a less restrictive manner than are inpatient hospital services but in a more intensive manner than are outpatient services". This is exactly the program that was provided at A Forever Recovery. All of the remaining charges were based on transitional care. Based on the policy, on page 6 of the Wisconsin Endorsement page, the plan provides for up to \$3000 in transitional benefits and correctly defines the Wisconsin mandate.

I am enclosing a copy of the mental [REDACTED] and [REDACTED] law in the state of WI, as well as pages of the policy that pertains to the subject matter for your review. I am also enclosing copies of the explanation of benefits and a copy of the A Forever Recovery Enrollment Agreement for your review. We feel that based on this evidence that these claims should be paid up to the State of WI benefit limit for [REDACTED] Your prompt reply to this letter would be appreciated.

Sincerely,

[REDACTED]

[REDACTED]

Golden Rule®

A UnitedHealthcare Company

THIS IS AN EXPLANATION OF BENEFITS.

If you have any questions about this claim or additional information you wish us to review please contact:

Golden Rule Insurance Company
7440 Woodland Drive
Indianapolis, Indiana 46278-1719
Telephone (800) 657-8205
7:00 am - 5:00 pm (CST)
To Report Fraud (866) 283-7354

PLEASE RETAIN THIS WORKSHEET FOR YOUR TAX PURPOSES.

BURLINGTON WI 53105-2056

DATE: 11/09/2010

ID NO:

CONTROL:

CLAIMANT:

D.O.B.:

| | EXPENSE #1 | EXPENSE #2 | EXPENSE #3 | EXPENSE #4 |
|----------------|-------------------|------------|------------|------------|
| PROVIDER | A FOREVER RECO | | | |
| ACCT NO | | | | |
| SERV DATE | 05/16/10-05/31/10 | | | |
| PROCEDURE | 01200 | | | |
| AMT CHARGED | 19200.00 | | | |
| DISCOUNT AMT | 960.00 | | | |
| NONCOVERED AMT | 15240.00 | | | |
| REASON CODE | E01 02 119 | | | |
| AMT ALLOWED | 3000.00 | | | |
| DEDUCTIBLE | | | | |
| COINSURANCE | 100% | | | |
| COPAYMENT | | | | |
| ADJUSTMENT* | | | | |
| AMT PAID | 3000.00 | | | |
| DESCRIPTION | | | | |

*ADJUSTMENT
REASONS

REASONS:

01 PLEASE REFER TO LETTER FOR FURTHER EXPLANATION.

02 BENEFIT MAXIMUM FOR THIS TIME PERIOD OR DEDUCTIBLE HAS BEEN REACHED.

03 IF YOU WANT TO FILE A GRIEVANCE, PLEASE REFER TO THE GRIEVANCE PROCEDURE IN YOUR PLAN.

04 YOUR ANNUAL YEAR MAXIMUM BENEFIT FOR THE TREATMENT OF THIS CONDITION HAS BEEN REACHED.

05 THE PROVIDER IS NOT IN YOUR NETWORK, BUT HAS AGREED TO A DISCOUNTED AMOUNT.

SUMMARY OF PAYMENTS DRAFTS HAVE BEEN PREPARED FOR THE FOLLOWING PAYEE'S AS INDICATED.

| | |
|----------------|---------|
| PROVIDER NAME | DRAFT |
| A FOREVER RECO | 3000.00 |

| | |
|----------------------|---------|
| TOTAL DRAFTS PAYABLE | 3000.00 |
|----------------------|---------|

LIFETIME BENEFIT REMAINING: 2992197.23

DEDUCTIBLE REMAINING : 0.00

OUT OF POCKET REMAINING : 0.00

Golden Rule®

A UnitedHealthcare Company

THIS IS AN EXPLANATION OF BENEFITS.

If you have any questions about this claim or additional information you wish us to review please contact:

Golden Rule Insurance Company
7440 Woodland Drive
Indianapolis, Indiana 46278-1719
Telephone (800) 657-8205
7:00 am - 5:00 pm (CST)
To Report Fraud (888) 283-7354

PLEASE RETAIN THIS WORKSHEET FOR YOUR TAX PURPOSES.

BURLINGTON WI 53105-2056

DATE: 11/09/2010

ID NO:

CONTROL NO:

CLAIMANT:

D.O.B.:

| | EXPENSE #1 | EXPENSE #2 | EXPENSE #3 | EXPENSE #4 |
|----------------|-------------------|------------|------------|------------|
| PROVIDER | A FOREVER RECO | | | |
| ACCT NO | | | | |
| SERV DATE | 06/01/10-06/14/10 | | | |
| PROCEDURE | 01200 | | | |
| AMT CHARGED | 16800.00 | | | |
| DISCOUNT AMT | 840.00 | | | |
| NONCOVERED AMT | 15960.00 | | | |
| REASON CODE | 682 109 | | | |
| AMT ALLOWED | | | | |
| DEDUCTIBLE | | | | |
| COINSURANCE | | | | |
| COPAYMENT | | | | |
| ADJUSTMENT* | | | | |
| AMT PAID | 0.00 | | | |
| DESCRIPTION | | | | |

*ADJUSTMENT
REASONS

SUMMARY OF PAYMENTS DRAFTS HAVE BEEN PREPARED FOR THE FOLLOWING PAYEES AS INDICATED.

PROVIDER NAME

DRAFT

TOTAL DRAFTS PAYABLE

LIFETIME BENEFIT REMAINING: 2991741.36
DEDUCTIBLE REMAINING : 0.00
OUT OF POCKET REMAINING : 0.00

November 9, 2010

[REDACTED]
BURLINGTON WI 53105-2056

Identification No: [REDACTED]

Insured: [REDACTED]

Claimant: [REDACTED]

Control No [REDACTED]

We received A Forever Recovery's bill for [REDACTED]'s expense on 6/1-14/10.

Your plan provides benefits for outpatient treatment of [REDACTED] and [REDACTED] up to an annual maximum of \$3000.00 for each covered person. [REDACTED] has exhausted the \$3000.00 for 2010.

If you disagree that these claims are for the treatment of a [REDACTED] or [REDACTED], you should ask the doctor who provided the treatment to submit medical documentation for our review. Upon receipt, we will review it and notify you of our findings. Please contact us if you have any questions.

Claims Department

Golden Rule Insurance Company

7440 Woodland Drive
Indianapolis, Indiana 46278-1719
☎ (800) 657-8205
7:00 am - 5:00 pm (CST)

If you have any questions about this claim or additional information you wish us to review please contact:

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To Report Fraud (866) 283-7354

PLEASE RETAIN THIS WORKSHEET FOR YOUR TAX PURPOSES.

[REDACTED]

BURLINGTON WI 53105-2056

DATE: 11/09/2010

ID NO: [REDACTED]

CONTROL NO: [REDACTED]

CLAIMANT: [REDACTED]

D.O.B.: [REDACTED]

| | EXPENSE #1 | EXPENSE #2 | EXPENSE #3 | EXPENSE #4 |
|----------------|-------------------|------------|------------|------------|
| PROVIDER | A FOREVER RECO | | | |
| ACCT NO | [REDACTED] | | | |
| SERV DATE | 06/15/10-06/27/10 | | | |
| PROCEDURE | 01200 | | | |
| AMT CHARGED | 14400.00 | | | |
| DISCOUNT AMT | 720.00 | | | |
| NONCOVERED AMT | 13680.00 | | | |
| REASON CODE | 001 INC | | | |
| AMT ALLOWED | | | | |
| DEDUCTIBLE | | | | |
| COINSURANCE | | | | |
| COPAYMENT | | | | |
| ADJUSTMENT* | | | | |
| AMT PAID | 0.00 | | | |
| DESCRIPTION | [REDACTED] | | | |

*ADJUSTMENT
REASONS

REASONS

110 BENEFIT MAXIMUM FOR THIS TIME PERIOD OR
CUMULATIVE HAS BEEN REACHED.

IF YOU WANT TO FILE A GRIEVANCE, PLEASE
REFER TO THE GRIEVANCE PROCEDURE
PROVIDED IN YOUR PLAN.

601 THE ANNUAL MAXIMUM UNDER YOUR PLAN FOR
THIS TYPE OF SERVICE HAS BEEN REACHED.

SUMMARY OF PAYMENTS

DRAFTS HAVE BEEN PREPARED FOR THE
FOLLOWING PAYEES AS INDICATED.

PROVIDER NAME

DRAFT

TOTAL DRAFTS PAYABLE

LIFETIME BENEFIT REMAINING: 2991741.36

DEDUCTIBLE REMAINING : 0.00

OUT OF POCKET REMAINING : 0.00

November 9, 2010

[REDACTED]
BURLINGTON WI 53105-2056

Identification No: 058548861

Insured : [REDACTED]

Claimant: [REDACTED]

Control No: [REDACTED]

We received A Forever Recovery's bill for
[REDACTED]'s expense on 6/15-27/10.

Your plan provides benefits for outpatient treatment of
mental and nervous disorders up to an annual maximum of
\$3000.00 for each covered person. [REDACTED] has
exhausted the \$3000.00 for 2010.

If you disagree that these claims are for the treatment of
a mental or nervous disorder, you should ask the doctor
who provided the treatment to submit medical documentation
for our review. Upon receipt, we will review it and
notify you of our findings. Please contact us if you have
any questions.

Claims Department

Golden Rule Insurance Company

7440 Woodland Drive
Indianapolis, Indiana 46278-1719
☎ (800) 657-8205
7:00 am - 5:00 pm (CST)

Golden Rule®

A UnitedHealthcare Company

November 11, 2010

[REDACTED]
BURLINGTON WI 53105-2056

Insured Name: [REDACTED]

Patient Name: [REDACTED]

Date of Birth: [REDACTED]

Identification Number: [REDACTED]

Re: Grievance - Right to Appear

Dear Ms. [REDACTED]

In accordance with Wisconsin insurance law and regulation, you have the right to appear in person, or by telephone, to present written or oral information regarding the grievance we received from [REDACTED] dated October 27, 2010, to our grievance panel.

The grievance panel will meet on November 18, 2010, at 9:45a.m., CST. This meeting will be held at the following address:

3100 AMS Boulevard
Green Bay, WI 54307

If you intend to participate in the grievance review meeting, please contact us at (800) 232-5432, Ext. 16239, as soon as possible to notify us. If you choose to authorize [REDACTED] to participate in the panel, please sign and date the enclosed Authorization For Disclosure Of Personal Information form. This form must be received prior to November 18, 2010, in order for [REDACTED] to participate in the panel. You may fax the authorization form to my attention at (920) 661-2003.

After notification, if you choose to attend telephonically, you will be able to call (888) 844-9901 and enter pass code [REDACTED] on the designated meeting date and time listed above. If you prefer to participate in person on the date and time listed above, we will provide you with travel information and direct you to the meeting upon your arrival.

If you choose not to appear, your grievance will be presented by one of our representatives and we will then notify you of the panel's decision in writing.

Sincerely,


Michelle Thuerwachter
Quality Consultant

Enclosure

Golden Rule Insurance Company
712 Eleventh Street
Lawrenceville, Illinois 62439
www.goldenrule.com

Golden Rule Insurance Company
3100 AMS Boulevard
Green Bay, Wisconsin 54313
www.goldenrule.com

Golden Rule®

A UnitedHealthcare Company

November 22, 2010

[REDACTED]
BURLINGTON WI 53105-2056

Insured Name: [REDACTED]
Patient Name: [REDACTED]
Date of Birth: [REDACTED]
Identification Number: [REDACTED]

Re: First Grievance Response

Dear Ms. [REDACTED]

We received a letter from [REDACTED] dated October 27, 2010, requesting a review of the benefits applied to the claims submitted by A Forever Recovery for services provided to you from April 12, 2010, through June 27, 2010.

We do not have authorization from you allowing for the release of your personal health information to [REDACTED] therefore, we are responding to you regarding this matter.

[REDACTED] letter indicates the services from April 12, 2010, and April 13, 2010, were for [REDACTED] provided in a hospital and believes that these expenses should be covered. Ms. [REDACTED] letter further indicates that your Certificate of Insurance provides coverage for [REDACTED] treatment up to \$3,000; therefore, she is requesting the services submitted by A Forever Recovery be reconsidered for reimbursement up to the \$3,000 benefit.

On April 14, 2010, and October 1, 2010, Golden Rule Insurance was advised by A Forever Recovery representatives, Susan and Kay, that their facility is not a hospital but rather a residential treatment facility.

A panel was held on November 18, 2010, in order to review the services provided on April 12, 2010, and April 13, 2010. It was the decision of the panel to uphold the denial of the [REDACTED] expenses from April 12, 2010, and April 13, 2010, as the services were not provided in a hospital as defined by the certificate.

Regarding the \$3,000 maximum annual benefit for [REDACTED] treatment, according to your medical claims history, this maximum benefit was allowed with the processing of control number: [REDACTED] for dates of service May 16, 2010, through May 31, 2010. Therefore, no additional benefits are available for [REDACTED] treatment for the calendar year 2010.

The following information was taken into consideration during the review:

- A letter dated October 27, 2010, from [REDACTED]
- Your Certificate of Insurance.
- Information provided telephonically on April 14, 2010, and October 1, 2010, by A Forever Recovery.
- The Rehabilitation Center Enrollment Agreement from A Forever Recovery.

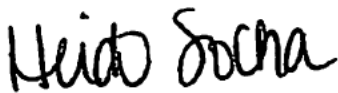
The applicable certificate language is enclosed for your review.

The panel members involved in making the decision included:

- Manager, Appeals and Grievances.
- Supervisor, Case Management.
- Supervisor, Claims.
- Supervisor, Claims.
- Attorney (advisory capacity only).
- Plan Enrollee.

This concludes the review process with us. However, if you have any questions regarding this matter, please contact Michelle Thuerwachter at (800) 232-5432, Ext. 16239.

Sincerely,



Heidi Socha
Manager, Appeals and Grievances
Golden Rule Insurance Company

Enclosure

DEFINITIONS

In the *policy/certificate*, *italicized* words are defined. Words not *italicized* will be given their ordinary meaning.

Wherever used in the *policy/certificate*:

"Acute rehabilitation" means two or more different types of therapy provided by one or more *rehabilitation medical practitioners* and performed for three or more hours per day, five to seven days per week, while the *covered person* is confined as an *inpatient* in a *hospital, rehabilitation facility, or extended care facility*.

MGR03384

"At risk for ovarian cancer" means:

- (A) A female *covered person* having a family history of: (1) one or more first-degree relatives with ovarian cancer; (2) two or more female relatives with breast cancer; or (3) nonpolyposis colorectal cancer; or

- (B) A female *covered person* testing positive for BRCA1 or BRCA2 mutations.

MGR03924

"Coinsurance percentage" means the percentage of *covered expenses* that are payable by *us*. The *coinsurance percentage* will vary, as shown in Section 1.

MGR03477

"Complications of pregnancy" means: (A) conditions whose diagnoses are distinct from *pregnancy*, but are adversely affected by *pregnancy* or are caused by *pregnancy* and not, from a medical viewpoint, associated with a normal *pregnancy*. This includes: ectopic *pregnancy*, spontaneous abortion, severe preeclampsia, eclampsia, missed abortion, and similar medical and surgical conditions of comparable severity, but it does not include: false labor, mild preeclampsia, edema, prolonged labor, *doctor prescribed rest* during the period of *pregnancy*, morning sickness, and conditions of comparable severity associated with management of a difficult *pregnancy*, and not constituting a medically classifiable distinct complication of *pregnancy*; and (B) an *emergency or non-elective caesarean section*.

MGR03435

"Cosmetic treatment" means treatments, procedures or services that change or improve appearance without significantly improving physiological function and without regard to any asserted improvement to the

psychological consequences or socially avoidant behavior resulting from an *injury, illness or congenital anomaly*.

"Covered expense" means an expense: (A) incurred while *you or your dependent's* insurance is in force under the *policy*; (B) covered by a specific benefit provision of the *policy*; and (C) not excluded anywhere in the *policy*.

MGR04051

"Covered person" means *you, your lawful spouse* and each *eligible child*: (A) named in the application and not excluded by *us*; or (B) whom we agree in writing to add as a *covered person*.

MGR03477

"Custodial care" means care which is administered for assistance (rather than for training or education) of the patient in performing the activities of daily living. *Custodial care* also includes nonacute care for the comatose, semicomatose, paralyzed or mentally incompetent patient.

MGR00131

"Deductible amount" means the amount of *covered expenses*, shown in Section 1, which must be paid by all *covered persons* during any calendar year before any benefits are payable.

"Dental expenses" means *surgery* or services provided to diagnose, prevent, or correct any ailments or defects of the teeth and supporting tissue and any related supplies or oral appliances. Expenses for such treatment are considered *dental expenses* regardless of the reason for the services.

"Dependent" means: (A) *your lawful spouse*; or (B) an *eligible child*.

MGR03477

"Diabetes self-management training services" means services provided by a health care professional who: (A) is licensed, registered or certified by the state in which he or she practices; and (B) has expertise in diabetes management.

MGR03081

DEFINITIONS (Continued)

"Doctor" means a duly licensed practitioner of the medical arts, limited to a physician holding a M.D. or D.O. degree, optometrist, dentist, podiatrist, chiropractor, and clinical psychologist. With regard to medical services provided to a *covered person*, a *doctor* must be currently licensed by the state in which the services are provided, and the services must be provided within the scope of that license. With regard to consulting services provided to *us*, a *doctor* must be currently licensed by the state in which the consulting services are provided.

MGR03401

"Durable medical equipment" means items which are used to serve a specific diagnostic or therapeutic purpose in the treatment of an *illness* or *injury*, can withstand repeated use, are generally not useful to a person in the absence of *illness* or *injury*, and are appropriate for use in the patient's home.

MGR03081

"Effective date" means the applicable date a *covered person* becomes insured for *illness* or *injury*. The applicable *effective date* is shown: (A) on the *face page* for initial *covered persons*; and (B) on the rider adding any new *covered person*.

The *effective date* for *illness* will always be on the 15th day after the *effective date* for *injury*.

MGR00131

"Eligible child" means *your* or *your dependent's* child, if that child is: (A) not married; and (B) under 26 years of age.

As used in this definition, "child" means: (A) a natural child; (B) a legally adopted child; (C) a child placed with you for adoption; or (D) a child for whom legal guardianship has been awarded to *you* or *your spouse*.

It is *your* responsibility to notify *us* if *your* child ceases to be an *eligible child*. You must reimburse *us* for any benefits that we pay for a child at a time when the child did not qualify as an *eligible child*.

MGR04128

"Emergency" means an unforeseen or sudden medical condition manifesting itself by acute signs or symptoms which could reasonably result in death or serious disability if medical attention is not provided within 24 hours.

"Extended care facility" means an institution, or a distinct part of an institution, which: (A) is licensed as a *hospital*, *extended care facility* or *rehabilitation facility* by the state in which it operates; (B) is regularly engaged in providing 24-hour skilled nursing care under the regular supervision of a *doctor* and the direct supervision of a registered nurse; (C) maintains a daily record on each patient; (D) has an effective utilization review plan; (E) provides each patient with a planned program of observation prescribed by a *doctor*; and (F) provides each patient with active treatment of an *illness* or *injury*, or related *rehabilitation*, in accordance with existing standards of medical practice for that condition.

Extended care facility does not include a facility primarily for rest, the aged, *substance abuse*, *custodial care*, nursing care, or for care of *mental disorders* or the mentally incompetent.

MGR00131

"Hospital" means an institution which: (A) operates as a hospital pursuant to law; (B) operates primarily for the reception, care, and treatment of sick or injured persons as *inpatients*; (C) provides 24-hour nursing service by registered nurses on duty or call; (D) has staff of one or more *doctors* available at all times; (E) provides organized facilities and equipment for diagnosis and treatment of acute medical, surgical, or mental conditions either on its premises or in facilities available to it on a prearranged basis; and (F) is not primarily a long-term care facility, *extended care facility*, nursing, rest, *custodial care*, or convalescent home; a place for the aged, drug addicts, alcoholics, or runaways; or a similar establishment.

While confined in a separate identifiable *hospital* unit, section or ward used primarily as a nursing, rest, *custodial care* or convalescent home, *rehabilitation facility* or *extended care facility*, a *covered person* will be deemed not to be confined in a *hospital* for purposes of the *policy*.

"Illness" means a sickness, disease, disorder or abnormal condition of a *covered person*. *Illness* does not include *pregnancy*, learning disabilities, attitudinal disorders, or disciplinary problems. All *illnesses* that exist at the same time and which are due to the same or related causes are deemed to be one *illness*. Further, if an *illness* is due to causes which are the same as, or related to, the causes of a prior *illness*, the *illness* will be deemed a continuation or

WISCONSIN ENDORSEMENT

By attachment of this endorsement, the *policy/certificate* is amended to the extent of any conflict with the following:

MGR03433

A. The Definitions section is amended as follows:

1. The following definition is added:

"Child immunizations" means the specified vaccines provided between a *covered person's* date of birth and 6th birthday in a manner and frequency conforming to recognized standards of medical practice. *Child immunizations* are limited to vaccines against Diphtheria, Pertussis, Tetanus, Polio, Measles, Mumps, Rubella, Hemophilus Influenza B, Hepatitis B, and Varicella.

MGR03694

2. The definition of *complications of pregnancy* is amended to include acute nephritis, nephrosis and cardiac decompensation.

MGR03695

3. The definition of *diabetes self-management training services* is hereby deleted and replaced with:

"Diabetic outpatient self-management education program" means a program which:

- (a) Consists of instruction which will enable diabetic patients and their families to gain an understanding of the diabetic disease process and the daily management of diabetic therapy;
- (b) Meets the standards developed by the state department of health for certification of outpatient diabetes education programs;
- (c) Is directed and supervised by a licensed *doctor* knowledgeable in the treatment of diabetes; and
- (d) Is provided by health care professionals, including, but not limited to, *doctors, registered nurses, and pharmacists* who are knowledgeable about the disease process of diabetes and in the treatment of diabetic patients.

MGR03696

4. The definition of *extended care facility* is amended to include an institution which is approved for *Medicare* benefits, or qualified to receive this approval upon request.

MGR03697

5. An investigational new drug that is approved under federal regulations for the treatment of HIV infection or for an *illness* or medical condition arising from or related to HIV infection and that is in or has completed, a phase III clinical investigation performed in accordance 21 CFR 312.20 to 312.33 and is prescribed in accordance with the treatment protocol approved for investigational new drugs under 21 CFR 312.34 to 312.36 shall not be considered *investigational treatment*.

MGR03698

B. Under Policyholder Provisions, the subsection entitled Premium is amended to require 60 days notice of any change in premium if the premiums are increased by 25% or more.

MGR03699

C. The terms and conditions in the Termination of Insurance and Renewability provision shall prevail over any other reference in the *policy/certificate* regarding *our* right to terminate coverage.

2. The subsection entitled Limitation on Mental Disorders (and Substance Abuse) is hereby deleted and replaced with:

LIMITATION ON MENTAL DISORDERS AND SUBSTANCE ABUSE: If a *covered person* incurs an expense as an *inpatient* in a *hospital* for the treatment of a *mental disorder*, mental incapacity, or *substance abuse*, we will provide benefits for *covered expenses* the lesser of: (a) 30 days of treatment per *policy year*, or (b) \$7,000 for any combination of these conditions.

If a *covered person* or *collateral* incurs an expense as an *outpatient* for the treatment of a *mental disorder*, mental incapacity, or *substance abuse*, benefits will be limited to \$2,000 per *policy year*.

Benefits will be provided for the treatment of *mental disorders*, mental incapacity, or substance abuse in *transitional treatment arrangements* offered by a provider or program certified by the Department of Health and Family Services or provided in accordance with criteria of the American Society of Addiction Medicine. Benefits for *transitional treatment arrangements* will be limited to a maximum annual benefit of \$3,000 per *covered person*.

Our total liability for *covered expenses* incurred for the diagnosis or treatment of *mental disorders*, mental incapacity, and *substance abuse* will be limited to \$7,000 per *policy year*, per *covered person*.

All benefits under this provision are subject to the deductible provisions of Section 1.

MGR03715

The maximum annual benefit limit does not apply to *covered expenses* for diagnostic testing or prescription drugs incurred for the diagnosis or treatment of *mental disorders*.

MGR03785

DEFINITIONS: As used in this provision:

"Collateral" means a member of the *covered person's immediate family* who seeks outpatient counseling to enhance the treatment of the *covered person*. A *collateral* is limited to the spouse, children, parents, grandparents, brothers and sisters of the *covered person* and their spouses.

"Policy year" means a 12-month period beginning on each anniversary of a certificate.

"Transitional treatment arrangement" means services for the treatment of *mental disorders*, mental incapacity, or *substance abuse* that are provided to an insured in a less restrictive manner than are *inpatient hospital services*, but in a more intensive manner than are *outpatient services*.

MGR03716

3. *Covered Expenses* are expanded to include:

(a) *Child immunizations*, exempt from any *deductible amount*, copayments, and/or coinsurance provisions stated in the *policy/certificate*; and

(b) Non-surgical treatment for the correction of temporomandibular disorders if the disorder is the result of congenital, developmental or acquired deformity, disease or *injury* and the treatment is designed to control or eliminate infection, pain, disease or dysfunction. Benefits for non-surgical treatment of temporomandibular disorders are limited to \$1250 per calendar year for each *covered person* and do not include coverage for cosmetic or elective orthodontic care, periodontic care or general dental care.

MGR03717

(c) Services, items or drugs for the treatment of cancer which are administered under a clinical trial if:

(i) The service, item or drug would be considered a *covered expense* under the *policy* if not provided in conjunction with a clinical trial; and

COPY