

UNITED BEHAVIORAL HEALTH
PROVIDER PARTICIPATION AGREEMENT

Alabama Regulatory Requirements Appendix

This Alabama Regulatory Requirements Appendix (the "Appendix") is made part of the Agreement entered into between United Behavioral Health ("UBH") and the health care professional or entity named in the Agreement ("Provider").

This Appendix applies to all products or Benefit Plans sponsored, issued or administered by or accessed through UBH to the extent such products are regulated under Alabama laws, including without limitation, all commercial insured products issued in Alabama.

UBH and Provider each agree to be bound by the terms and conditions contained in this Appendix. In the event of a conflict or inconsistency between this Appendix and any term or condition contained in the Agreement, this Appendix shall control, except with regard to Benefit Plans outside the scope of this Appendix.

Unless otherwise defined in this Appendix, all capitalized terms contained in the Appendix shall be defined as set forth in the Agreement.

- 1. Emergency Services.** Emergency services and care must be available in and out of UBH's service area and shall include ambulance services for emergency care dispatched by 911, if available, or by the local government authority. Members shall have access to emergency care through Provider twenty-four (24) hours a day, seven (7) days a week.
- 2. Downstream Contracts.** If Provider utilizes downstream contracts that UBH must rely upon, Provider must guarantee that downstream contracts contain the requirements listed herein and submit those contracts for review and approval by the Alabama Department of Public Health unless Provider is a network of providers and has an attorney in fact relationship to bind its providers.
- 3. Provider Locations.** Provider's locations and the locations of all sub-contracts of Providers are set forth in the attached Provider and Subcontractor Locations Exhibit and such information shall be updated pursuant to the notices requirement of this Agreement.
- 4. Referral Process, Utilization Review, Quality Improvement, Member Grievance and Other UBH or Payor Programs.** Provider shall cooperate with all applicable processes, credentialing and recredentialing, care management/utilization review, quality improvement, Member grievance, or other similar UBH or Payor programs. Information about such programs is available on ubhonline.com. Provider acknowledges that as of the Effective Date of this Agreement, Provider has received in writing or has been given electronic access to ubhonline and UBH's Network Manual and a description of the aforementioned programs, where applicable to Provider.

5. Member Protection Provision. Provider hereby agrees that in no event, including but not limited to, non-payment, UBH or Payor insolvency, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Member, or persons other than the Payor acting on behalf of a Member for services provided pursuant to this Agreement. This provision shall not prohibit collection of copayments, deductibles, and coinsurance on the Payor's behalf made in accordance with the Member's Benefit Plan.

Provider further agrees that (a) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member, and that (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Member, or persons on their behalf.

Provider may not change, amend, or waive any provision of this contract without prior written consent of UBH. Any attempts to change, amend, or waive this contract are void.

6. Prompt Payment. Payor will pay clean claims within forty-five (45) days of receipt of a written claim from Provider and within thirty (30) days of receipt of an electronic claim. "Clean written claim" shall mean a claim submitted to UBH on UBH's claim form that contains substantially all of the required data elements necessary for adjudication without obtaining additional information from Provider or from a third party. "Clean electronic claim" means the transmission of data in an electronic data format specified by UBH that contains substantially all of the required data elements necessary for the adjudication without obtaining additional information from Provider or from a third party. In no event will UBH require Provider to submit data elements in excess of those designated under Code of Alabama Section 27-1-16. If UBH or Payor pends or denies the claim, UBH will notify Provider within forty-five (45) calendar days for a written claim and thirty (30) calendar days for an electronic claim, of the reason for denying the claim or pending the claim and what, if any, additional information is required to process the claim. Payor will pay any undisputed portion of the claim in accordance with the foregoing schedule. Upon receipt of requested additional information, Payor will pay, deny or otherwise adjudicate the claim within twenty-one (21) calendar days from receipt of the requested information. UBH's or Payor's failure to comply with the time limits set forth in this Section will not have the effect of requiring coverage for an otherwise non-covered claim. UBH and Payor, as applicable shall comply with all provisions of Code of Alabama Section 27-1-17, including those relating to the retroactive denial, adjustment, or recoupment or refunding of a paid claim. This Section applies only to payments made on a claims basis and does not apply to capitation or to other forms of periodic payment to Provider.

7. Electronic Funds Transfer. This provision applies for contracts issued, amended, or renewed on or after January 1, 2017

IF A COVERED HEALTH CARE PROVIDER REQUESTS PAYMENT UNDER A HEALTH INSURANCE PLAN FROM A HEALTH INSURER OR ITS CONTRACTED VENDOR OR A REGIONAL CARE ORGANIZATION BE MADE USING ACH ELECTRONIC FUNDS TRANSFER, THAT REQUEST MUST BE HONORED. FURTHERMORE, SUCH A REQUEST MAY NOT BE

USED TO DELAY OR REJECT A TRANSACTION, OR ATTEMPT TO ADVERSELY AFFECT THE COVERED HEALTH CARE PROVIDER.

Nothing in this section prohibits or adopts any standards for other methods of electronic funds transfers outside of Automated Clearing House network. Alternative electronic funds transfer methods, including wire transfer and payment by card or otherwise through a private card network, are expressly permitted to pay a covered health care provider.

8. Provider Education Requirements. Provider is required to participate in UBH's educational requirements relating to the knowledge of operation of Provider's role within UBH's organization.

9. Minimum Standard of Care. Provider must provide Members with Covered MHSA services that meet the standard of care for such services as required by the State of Alabama and any other minimum standards that UBH has or may establish.

Provider Locations Exhibit

This Provider and Subcontractor Locations Exhibit (the "Exhibit") is made part of the Agreement entered into between United Behavioral Health ("UBH") and the health care professional or entity named in the Agreement ("Provider").

In accordance with Section 3 of this Appendix, the Provider practices at the following locations (include street address, city, state, zip code, phone number, secure fax number, and tax identification number for each location):

- 1. Provider/Group Name** _____
(Street Address) _____
(City, State, Zip code) _____
(Phone and Secure Fax number) _____ / _____
(Tax Identification Number (TIN)) _____
(Group Name Associated with the TIN) _____
- 2. Provider/Group Name** _____
(Street Address) _____
(City, State, Zip code) _____
(Phone and Secure Fax number) _____ / _____
(Tax Identification Number (TIN)) _____
(Group Name Associated with the TIN) _____
- 3. Provider/Group Name** _____
(Street Address) _____
(City, State, Zip code) _____
(Phone and Secure Fax number) _____ / _____
(Tax Identification Number (TIN)) _____
(Group Name Associated with the TIN) _____