Arizona Regulatory Requirements Attachment

This Arizona Regulatory Requirements Attachment (the "Attachment") is made part of this Agreement entered into between United Behavioral Health ("UBH") and the health care professional named in this Agreement ("Provider").

This Attachment applies to all products or Benefit Plans sponsored, issued or administered by or accessed through UBH to the extent such products are regulated under Arizona laws; provided, however, that the requirements in this Attachment will not apply to the extent they are preempted by the Medicare Modernization Act or other applicable law.

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

If any of the capitalized terms in this Attachment are used or defined (or the equivalent terms are used or defined) in the Agreement, then the terms used in this Attachment will have the same meaning as the terms (or equivalent terms) used or defined in the Agreement. For example, "Benefit Plans," as used in this Attachment, will have the same meaning as "benefit contracts"; "Member," as used in this Attachment, will have the same meaning as "member," "enrollee," or "covered person"; "Payor," as used in this Attachment, will have the same meaning as "participating entity"; "Provider," as used in this Attachment, will have the same meaning as "Facility," "Medical Group," "Ancillary Provider," "Physician," or "Practitioner." Additionally, if the Agreement uses pronouns to refer to the contracted entities, then "UBH" will have the same meaning as "we" or "us," and "Provider" will have the same meaning as "you" or "your."

This Attachment will be deemed to be updated to incorporate any changes to the laws and regulations referenced herein, including any changes to definitions referenced herein, effective as of the date of such changes.

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

Provisions applicable to Benefit Plans regulated under Arizona health care services organization or HMO laws:

1. **Member Protection Provision.**

   A. If Payor fails to pay for Covered Services as set forth in the Member's Benefit Plan, the Member shall not be liable to Provider for any amounts owed by Payor and Provider shall not bill or otherwise attempt to collect from the Member the amount owed by Payor.

B. Neither Provider, its agent, trustee or assignee may maintain an action at law against a Member to collect any amounts owed by Payor for which the Member is not liable to the Provider under subsection A of this Section.

C. Nothing in this section impairs the right of Provider to charge, collect from, attempt to collect from or maintain an action at law against a Member for any of the following:

1. Copayment or coinsurance amounts.

2. Health care services not covered by the Payor.

3. Health care services rendered after the termination of this Agreement, unless the health care services were rendered during confinement in an inpatient facility and the confinement began prior to the date of termination, or unless Provider has assumed post- termination treatment obligations under this Agreement.

D. Nothing in this section prohibits a Member from seeking health care services from Provider and accepting financial responsibility for these services.

E. Provider may not charge a Member more than the amount Provider has contracted to charge the Member pursuant to this Agreement.

F. Nothing in this section prohibits any person from informing a Member of either the cost of health care services performed or the status of any bill submitted to UBH in connection with health care services provided to a Member. Any information provided to a Member pursuant to this subsection shall include a statement that the information is not a bill and is for the Member's information only. The statement shall include the following disclosure prominently displayed at the top of the page in all capital letters: "DO NOT PAY THIS STATEMENT. THIS IS NOT A BILL. THE INFORMATION PROVIDED BELOW IS FOR INFORMATION PURPOSES ONLY."

2. **Continued Provision of Covered Services after Payor's Insolvency or Termination of Agreement.**

A. Provider agrees, in the event of Payor's insolvency, to continue to provide the services promised in this Agreement to Members at the same rates and subject to the same terms and conditions stated in the Agreement until the earliest of the events set forth in ARS 20-1074(B), as amended from time to time.

B. As required under ARS 20-1057.04(B), upon written notice to UBH by a Member, UBH shall allow the Member to continue an active course of treatment with Provider during a transitional period after the date of

Provider's termination by UBH from UBH's provider network, if both of the following apply:

1. The Member has either: (a) a life threatening disease or condition, in which case the transitional period is not more than thirty days after the date of termination of the Agreement; or (b) entered the third trimester of pregnancy on the date of termination of the Agreement, in which case the transition period includes the delivery and any care up to six weeks after the delivery that is related to the delivery.
2. Provider agrees to the following:
   (a) To be reimbursed in accordance with this Agreement for all such Covered Services rendered subsequent to the termination of this Agreement. Provider will not seek payment from the Member for such continued Covered Services, other than payment Provider was entitled to receive from the Member prior to termination of this Agreement;
   (b) To continue to comply with Protocols, and to provide to UBH any necessary medical information related to the care.

This provision will not apply if a Provider has been terminated for reasons of medical incompetence or unprofessional conduct. This provision only applies if Provider is a physician who is licensed in the state of Arizona pursuant to Title 32, Chapter 13 or 17.

3. **No Termination for Advocacy.** This Agreement shall not be terminated by UBH, and UBH shall not refuse to renew this Agreement, solely because Provider in good faith does any of the following:

A. Advocates in private or in public on behalf of a Member.
B. Assists a Member in seeking reconsideration of a decision made by the person to deny coverage for a health care service.
C. Reports a violation of law to an appropriate authority.

4. **Communication.** UBH shall not restrict or prohibit, through this Agreement or otherwise, Provider's good faith communication with a Member concerning the Member's health care or medical needs, treatment options, health care risks or benefits.

5. **Prompt Payment.** UBH, Payor and Provider, as applicable, shall comply with the terms of the Arizona timely payment of claims provision. In the event Provider is a third party intermediary, Provider shall approve or deny claims in the manner set forth in applicable Arizona Statutes.

6. **Intermediary Bond.** In the event Provider is a third party intermediary entity, as defined in ARS §20-120, Provider must maintain a third party intermediary bond.

7. **Financial Incentives/No Inducement.** UBH and Provider agree that nothing in this Agreement shall be construed to be a financial incentive that includes a specific payment made to or withheld from the Provider as an inducement to deny, reduce, limit or delay medically necessary care that is covered by the Member's Benefit Plan for a specific disease or condition. This section does not prohibit per diem or per case payments, diagnostic related grouping payments, or financial incentive plans, including capitation payments or shared risk arrangements, that are not connected to specific medical decisions relating to a Member for a specific disease or condition.

8. **Access to Records.** Provider shall provide access to a Member's medical records in order for UBH to comply with regulatory examinations.

Provisions applicable to Benefit Plans regulated by the State of Arizona but not subject to Arizona health care services organization or HMO laws:

1. **No Termination for Advocacy.** This Agreement shall not be terminated by UBH, and UBH shall not refuse to renew this Agreement, solely because Provider in good faith does any of the following:

   A. Advocates in private or in public on behalf of a Member.
   B. Assists a Member in seeking reconsideration of a decision made by the person to deny coverage for a health care service.
   C. Reports a violation of law to an appropriate authority.

2. **Communication.** UBH shall not restrict or prohibit, through this Agreement or otherwise, Provider's good faith communication with a Member concerning the Member's health care or medical needs, treatment options, health care risks or benefits.

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