

**AMENDMENT TO
U.S. BEHAVIORAL HEALTH PLAN, CALIFORNIA
MEDICAL GROUP PARTICIPATION AGREEMENT**

This Amendment to the U.S. Behavioral Health Plan, California (“USBHPC”) Medical Group Participation Agreement (“the Agreement”) is effective January 1, 2008 or as of the effective date of the provider’s Medical Group Participation Agreement with USBHPC, whichever occurs earlier, (“Effective Date”) between USBHPC and Provider as defined in the Agreement.

WHEREAS, USBHPC is subject to the regulatory jurisdiction of the California Department of Managed Health Care (“DMHC”); and

WHEREAS, the DMHC has required that USBHPC revise language within the Agreement to clarify compliance with provisions of California law;

WHEREAS, USBHPC has an affiliate relationship with PacifiCare Behavioral Health of California, Inc. (“PBHC”) by virtue of both Plans being under the ultimate ownership of United Health Group (“UHG”); and

WHEREAS, PBHC desires to have access to the network of providers of USBHPC for PBHC members; and

WHEREAS, Medical Group wishes to provide services to all members affiliated with both USBHPC and PBHC;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Agreement is hereby amended as follows:

1. Authorization Requirements. Section 3.7 of the Agreement is amended by striking the existing language and substituting the following language:

“Authorization Requirements. With the exception of Emergency Services, Medical Group must request authorization for MHSA Health Services from USBHPC by telephone prior to providing any services to a Member. Emergency Services shall not be subject to prior authorization. Medical Group shall make reasonable efforts to inform USBHPC of the delivery of Emergency Services to a Member within a reasonable time frame after delivery of such services. All requests for prior authorization shall be made by Medical Group and administered by USBHPC in accordance with the terms and conditions of the applicable Member Benefit Contract. All MHSA Services, except Emergency Services as noted above, provided to Members by Medical Group must be prior authorized by USBHPC or its designee, which shall be confirmed by USBHPC in writing. This expressly includes, but is not limited to, psychological testing services.”

2. Payment for MHSA Services. Section 4.1 of the Agreement is amended by striking the words “or as determined by the Payor” in the first sentence of the second paragraph of that section.

3. Access to Records. Section 7.2 of the Agreement is amended by adding the following language at the end of the current language as a separate paragraph:

“The terms and conditions of this section shall apply to any affiliate of USBHPC, including PacifiCare Behavioral Health of California, Inc.”

In addition, the first sentence of the third paragraph of Section 7.2 is amended to read as follows:

“In order to perform its utilization management and quality improvement activities, USBHPC, or any other party with right of access to records pursuant to this Agreement including, but not limited to the California Department of Managed Health Care and PacifiCare Behavioral Health of California, Inc., shall have access to such information and records, including claims records, immediately upon request from the date the request is made as may be required pursuant to the requirements of Section 3.4 of this Agreement or by law or regulation, except that in the case of an audit by USBHPC such access shall be given at the time of the audit.”

4. Definition of Payor. The Definitions section of the Agreement is hereby amended by adding the following language at the end of the current language contained in the definition of “Payor”:

“This definition shall specifically include, but not be limited to, the affiliates of USBHPC which includes, but is not limited to, PacifiCare Behavioral Health of California, Inc., PacifiCare Life and Health Insurance Company, and PacifiCare Behavioral Health, Inc. An “affiliate” shall be defined as any entity owned by, or owning, or under common ownership with, U. S. Behavioral Health Plan, California”.

5. Effect of Amendment. The terms of this Amendment shall become effective as accepted by both parties, absent an objection by one of the parties to the terms of this Amendment, in whole or in part, within forty-five days of the Medical Group’s receipt of this Amendment. In the event of an objection by either party within that forty-five day period following receipt of this Amendment by Medical Group, the parties agree to negotiate in good faith regarding the terms of this Amendment. A Medical Group may object in accordance with the instructions set forth in the Notice accompanying this Amendment.

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