

UNITED BEHAVIORAL HEALTH PARTICIPATION PROVIDER AGREEMENT

Delaware Regulatory Requirements Attachment

This Delaware Regulatory Requirements Attachment (the “Attachment”) is made part of the Agreement entered into between United Behavioral Health (“UBH”) and the health care professional named in the 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 Delaware laws.

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.

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

1. Member Protection. Provider agrees that in no event, including but not limited to nonpayment by Payor, insolvency of UBH or Payor, or breach by UBH of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or a person (other than UBH or Payor) acting on behalf of the Member for services provided pursuant to this Agreement. This Agreement does not prohibit Provider from collecting co-payments or fees for noncovered services delivered on a fee-for-service basis to Members. In the event of the insolvency of UBH or Payor or an intermediary or other cessation of operations, covered services to Members will continue through the period for which a premium has been paid to UBH or Payor on behalf of the Member or until the Member's discharge from an inpatient facility, whichever time is greater. Covered Benefits to Members confined in an inpatient facility on the date of insolvency or other cessation of operations will continue until their continued confinement in an inpatient facility is no longer medically necessary. This Section 1 shall be construed in favor of the Member, shall survive the termination of the Agreement regardless of the reason for termination, including the insolvency of UBH or Payor, and shall supersede any oral or written contrary agreement between a Provider and a Member or the representative of a Member if the contrary agreement is inconsistent with this Section 1. In no event shall Provider collect or attempt to collect from a Member any money owed to the Provider by us or Payor.

2. Continuation of Care. Except in cases where termination was due to unsafe health care practices that compromise the health or safety of Members, Provider shall continue to provide services after termination of this Agreement at the contract price for up to one hundred-twenty (120) calendar days where it is medically necessary for the Member to continue treatment with Provider.

3. Prompt Payment/Claims Submission. UBH, Payor and Provider shall comply with the terms of CDR 18-900-902 and CDR 18-1300-1310 as they relate to the payment of claims. Provider shall have a period of 180 days to submit a claim for reimbursement of Covered Services.

4. Resolution of Disputes. Any and all Disputes subject to 18 Del.C. §333 or 18 Del. Admin.C. §1313 regarding reimbursement for an individual claim, procedure or service by Provider for health care services (“Provider Dispute”) shall be conducted in accordance with 18 Del.C. §333 and 18 Del. Admin.C. §1313 except that it shall be heard before one arbitrator as mutually agreed upon by the parties. Absent such a proper and timely appeal, the decision of the arbitrator will become binding on the parties.

5. Assignment. The rights and responsibilities of Provider under this Agreement shall not be assigned or delegated by Provider without the prior written consent of UBH.

6. Patient Information Disclosure. Nothing in this Agreement is intend or shall be construed to prohibit Provider from giving patients information regarding diagnoses, prognoses and treatment options.

7. Prohibited Practices - Incentives. Nothing in this Agreement is intended or shall be construed to offer incentives to Provider to provide less than medically necessary services to a Member.

8. Prohibited Practices - Penalties for Reporting. UBH shall not penalize Provider because Provider, in good faith, reports to state authorities any act or practice by UBH that jeopardizes patient health or welfare.

9. Relationship to Other Laws. The definitions and provisions contained in this Agreement shall not be construed to conflict with the definitions or provisions contained in the regulations promulgated by the Delaware Department of Health and Social Services.

10. External Review of Final Adverse Determination. Provider, on behalf of a Member, may request review of a Payor’s or UBH’s final adverse determination through the Delaware Department of Insurance by filing either a Petition for Arbitration or filing an appeal through the Independent Health Care Appeals Program, depending on the basis for the final adverse determination as set forth in CDR 18-1300-1301.

11. Overpayment Recovery. Collection of overpayments shall be made in accordance with all requirements set forth in 18 Del. Admin.C. §2730.