Florida Regulatory Requirements Attachment

This Florida 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 Florida 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 Florida HMO laws:

1. Hold Harmless. Provider agrees that Members are not liable to Provider for services for which UBH or Payor is liable, and the Member is not liable for payment of fees to Provider. For purposes of this Section, UBH or Payor is liable for services rendered to a Member by Provider if Provider follows UBH's authorization procedures and receives authorization for a Covered Service for a Member, unless Provider provided information to UBH with the willful intention to misinform UBH. The liability of UBH or Payor for payment of fees for services is not affected by any contract UBH or Payor has with a third party for the functions of authorizing, processing, or paying claims.

Neither Provider nor any representative of Provider may collect or attempt to collect money from, maintain any action at law against or report to a credit agency a Member for payment of Covered Services for which UBH or Payor is liable, if Provider in good faith knows or should know that UBH or Payor is liable. This prohibition applies during the pendency of any claim for payment made by Provider to UBH or Payor for payment of Covered Services and any legal proceedings or dispute resolution process to determine whether UBH or Payor is liable for Covered Services if Provider is informed that such proceedings are taking place. It is presumed that Provider does not know and should not know that UBH or Payor is liable unless: (a) Provider is informed by UBH or Payor that it accepts liability; (b) a court of competent jurisdiction determines that UBH or Payor is liable; (c) the Florida Office of Insurance Regulation of the Financial Services Commission (the "Office"), or Florida Agency for Health Care Administration (the "Agency") makes a final determination that UBH or Payor is required to pay for such services subsequent to a recommendation made by the Florida Subscriber Assistance Panel; or (d) the Agency issues a final order that UBH or Payor is required to pay for such services subsequent to a recommendation made by a resolution organization pursuant to (and as defined in) Florida Statute 408.7057.

2. Communication. Provider and UBH agree that nothing in this Agreement will be construed to restrict Provider's ability to communicate information to Members regarding medical care or treatment options when Provider deems knowledge of such information by Member to be in the best interest of that Member's health.

3. Termination Provisions.

(a) Notice. Before canceling this Agreement for any reason Provider will give advance written notice to UBH and the Office, in the form and for the length of time as provided in the Agreement, but in no case less than sixty (60) days. Upon receipt of such a cancellation notice, UBH may, if requested by Provider, terminate this Agreement in less than sixty (60) days if UBH is not financially impaired or insolvent. Provider further agrees that nonpayment by UBH for goods or services rendered by Provider is not a valid reason for avoiding this notice requirement.

UBH will provide advance written notice to Provider and the Office, in the form and for the length of time as provided in the Agreement, but in no case less than sixty (60) days, before canceling this Agreement, without cause, except in a case where a Member's health is subject to imminent danger or Provider's ability to practice medicine is effectively impaired by an action by the Florida Board of Medicine or other governmental agency.

Notwithstanding the provisions of this Section, this Agreement shall be canceled upon issuance of an order by the Office, as provided by Florida law. This paragraph does not apply if this Agreement is an individual physician contract.

(b) Reason for Termination. The party terminating this Agreement shall provide the terminated party with a written reason for termination, which may include business reasons of the terminating party. The reason provided in the notice required in this

Section or any other information relating to the reason for termination does not create any new administrative or civil action and may not be used as substantive evidence in any such action, but may be used for impeachment purposes. This sub-paragraph (b) applies only to physicians licensed under chapter 458, chapter 459, chapter 460, or chapter 461 of the Florida statutes.

(c) Continuity of Care. If this Agreement is terminated for any reason other than for cause, Provider and UBH shall allow Members for whom treatment was active to continue coverage and care when medically necessary, through completion of treatment of a condition for which the Member was receiving care at the time of the termination, until the Member selects another treating provider, or during the next open enrollment period offered by UBH, whichever is longer, but not longer than six (6) months after termination of this Agreement. Each party shall allow a Member who has initiated a course of prenatal care, regardless of the trimester in which care was initiated, to continue care and coverage until completion of postpartum care. This does not prevent Provider from refusing to continue to provide care to a Member who is abusive, noncompliant, or in arrears in payments for services provided. For care continued under this subsection, UBH and Provider shall continue to be bound by the terms of this Agreement.

Changes made within thirty (30) days before termination of this Agreement are effective only if agreed to by the parties.

4. **Claims Communication.** Provider acknowledges that it has received the mailing address or electronic address where claims should be sent for processing, the telephone number regarding claim questions or concerns, and the address of any separate claims-processing centers for specific types of services, if applicable.

5. **Claims Payment.** UBH and Provider will comply with the provisions of Florida Statutes, Section 641.3155. Further, Provider will exhaust all internal dispute resolution procedures pursuant to the Agreement as a prerequisite to the submission of a claim by Provider or UBH to the resolution organization established by the Agency, pursuant to Florida Statutes, Section 408.7057.

6. **Records Retention.** Provider shall maintain complete records relating to this Agreement and Members for at least three (3) years, or such longer time as may be required by any applicable governmental agency or accrediting organization.

7. **Medical Records.** Provider shall maintain a medical records system that is consistent with professional standards and Florida Statutes and Regulations. In order to investigate any quality of care issue, the Agency shall have access to Member medical records, with the consent of the Member or by court order. With regard to Member's medical records, Provider will comply with Florida Statutes, Section 395.3025, or with Florida Statutes, Section 456.057, as applicable.

8. **No Restrictions on Other Contracts.** Nothing in this Agreement shall be construed to prohibit or restrict Provider from entering into a commercial contract with any

other health maintenance organization; or UBH from entering into a commercial contract with any other health care provider.

9. Inpatient Services. Nothing in this Agreement shall be construed to prohibit Provider, if Provider is a primary care or admitting physician, from providing inpatient services in a contracted hospital to a Member if such services are determined by UBH to be medically necessary and covered services under the Member's Benefit Plan.

10. Accreditation and External Quality Assurance Assessment. UBH has an ongoing internal quality assurance program for Covered Services in compliance with Florida Statutes, Section 641.51. Provider shall cooperate with UBH and comply with such quality assurance activities as directed by UBH.

11. Consumer Assistance Notice. In accordance with Section 641.511 of the Florida Statutes, Provider must post a consumer assistance notice prominently displayed in Provider's reception area, clearly noticeable by all patients. The consumer assistance notice must state the addresses and toll-free telephone numbers of the Agency for Health Care Administration, the Subscriber Assistance Program, and the Department of Financial Services. The consumer assistance notice must also clearly state that the address and toll-free telephone numbers of UBH's grievance department and any Payor's grievance department shall be provided upon request.

12. Provider Financial Information. If Provider has assumed, through capitation or other means, more than ten percent (10%) of the health care risks of UBH, Provider shall provide to UBH and UBH shall file, upon the request of the Office of Insurance Regulation of the Florida Department of Financial Services, financial statements for Provider. However, this Section shall not apply if Provider is an individual physician.

Provisions applicable to Benefit Plans regulated by Florida insurance laws:

1. Medical Records. With regard to Member's medical records, Provider will comply with Florida Statutes, Section 395.3025, or with Florida Statutes, Section 456.057, as applicable.

2. Claims Payment. UBH and Provider will comply with the provisions of Florida Statutes, Sections 627.613 and 627.6131. Further, Provider will exhaust all internal dispute resolution procedures pursuant to the Agreement as a prerequisite to the submission of a claim by Provider or UBH to the resolution organization established by the Agency, pursuant to Florida Statutes, Section 408.7057.

3. Hold Harmless. Neither Provider nor any representative of Provider may collect or attempt to collect money from, maintain any action at law against, or report to a credit agency a Member for payment of Covered Services for which UBH contested or denied Provider's claim. This prohibition applies during the pendency of any claim for payment made by Provider to UBH for payment of the services or internal dispute resolution process

to determine whether UBH is liable for the services. For a claim, this pendency applies from the date the claim or a portion of the claim is denied to the date of the completion of UBH's internal dispute resolution process, not to exceed 60 days. This Section does not prohibit the collection by Provider of copayments, coinsurance, or deductible amounts due Provider.

Provisions applicable to Benefit Plans regulated under Florida HMO or insurance laws:

1. Hospital website requirements. If Provider is a hospital, Provider will post on its website all information required pursuant to Florida Statute 395.301, including, but not limited to the following notices and statements:

a. The names and hyperlinks for direct access to the websites of all health insurers and health maintenance organizations for which Provider contracts as a network provider or participating provider.
b. Services may be provided in the hospital by Provider as well as by other health care practitioners who may separately bill the Member;
c. Health care practitioners who provide services in the hospital may or may not participate with the same health insurers or health maintenance organizations as Provider;
d. Prospective patients should contact the health care practitioner who will provide services in the hospital to determine which health insurers and health maintenance organizations the practitioner participates in as a network provider or preferred provider.