

UNITED BEHAVIORAL HEALTH PROVIDER AGREEMENT

Georgia Regulatory Requirements Attachment

This **Georgia** 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 **Georgia** 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 this 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.

Except as otherwise defined in this Attachment, all terms contained in the Attachment shall be as defined and set forth in the Agreement. Any undefined term herein shall have the meaning as defined in applicable state laws or regulations, as may be amended from time to time. Likewise, should any defined term herein conflict with applicable state law or regulation, the term as defined under applicable state law or regulation shall prevail.

Provisions to Benefit Plans regulated by the State of GEORGIA and/or under GEORGIA HMO laws, as applicable.

- 1. Member Hold Harmless.** Facility and UBH agree that Member shall be held harmless for Facility utilization review decisions over which he or she has no control. This section only applies to those circumstances, if any, in which Facility is engaged in "utilization review", as the term is defined in Georgia law.
- 2. Communication.** Facility and UBH agree that nothing in this Agreement should be construed to penalize Facility for considering, studying, or discussing medically necessary or appropriate care with or on behalf of it's. Facility shall not be penalized by UBH for providing testimony, evidence, records, or any other assistance to a Member who is disputing a denial, in whole or in part, of a health care treatment or service or claim therefore.
- 3. Financial Incentives Prohibited.** UBH and Facility agree that nothing in this Agreement is intended to provide a financial incentive or disincentive program that directly or indirectly compensates a health care Facility or hospital for ordering or providing less than medically necessary and appropriate care to his or her patients or for denying, reducing, limiting, or delaying such care. Nothing in this section shall prohibit

UBH from using a capitated payment arrangement consistent with the intent of Georgia law.

4. Confidentiality of Medical Information. Facility and UBH agree that any data or information pertaining to the diagnosis, treatment, or health of any Member shall be held in confidence and shall not be disclosed to any person except pursuant to statute or regulation, court order or express written consent of the Member.

5. Payment of Claims. UBH shall pay claims in accordance with the requirements of O.C.G.A. § 33-24-59.5, as amended. Accordingly, all required actions will be performed within 15 working days after receiving a claim electronically, or 30 calendar days after receiving a paper claim.

6. Continuation of Covered Services After Termination of Agreement. In the event that UBH should terminate a physician's contract and thereby affect any Member's opportunity to continue receiving health care services from that physician under the Benefit Contract, any such Member who is suffering from and receiving active health care services for a chronic or terminal illness or who is an inpatient shall have the right to continue to receive health care services from that physician for a period of up to 60 days from the date of the termination of the physician's contract. During such continuation of coverage period, the physician shall continue providing such services in accordance with the terms of the contract applicable at the time of the termination, and UBH shall continue to meet all obligations of such physician's contract. The Member shall not have the right to the continuation provisions provided in this provision if the physician's contract is terminated because of the suspension or revocation of the physician's license or if UBH determines that the physician poses a threat to the health, safety, or welfare of Members.

If provider is a physician and in the event that physician should terminate his or her contract with UBH and thereby affect any Member's opportunity to continue receiving health care services from that physician under the Benefit Contract, any such Member who is suffering from and receiving active health care services for a chronic or terminal illness or who is an inpatient shall have the right to continue to receive health care services from that physician for a period of up to 60 days from the date of the termination of the physician's contract. During such continuation of coverage period, the physician shall continue providing such services in accordance with the terms of the contract applicable at the time of the termination, and UBH shall continue to meet all obligations of such physician's contract. The Member shall not have the right to the continuation provisions provided in this provision if the physician terminates his or her contract because of the suspension or revocation of the physician's license or for reasons related to the quality of health care services rendered or issues related to the health, safety, or welfare of Members.

7. Post-payment Audits, Retroactive Denials, or Requests to Adjust a Previously Paid Claim. UBH shall conduct post-payment audits, impose retroactive denials of payment on claims, and respond to requests from Facility for additional

payment or to adjust any previously paid claims in accordance with the provisions contained in Title 33 of the Official Code of Georgia Annotated, Section 20A-62.

8. Payment Information. This provision applies if provider is a physician. A schedule of applicable fees for up to the twenty-five (25) most common services billed by a physician in provider's specialty as well as a copy of UBH's reimbursement policies and methodologies is available by contacting UBH. Neither Provider nor Provider's representative shall intentionally collect or attempt to collect from a Member any charges or fees for which the Member is not liable and neither shall Provider or Provider's representative maintain any action at law against such Member to collect any such charges or fees. The provisions of this paragraph shall not apply to any the amount of any deductible or copayment which is not covered by the Member's Benefit Plan.

9. Health Information. Facility agrees to retain health services information as required under Ga. Comp. R. & Regs. r. 290-5-37-.05.

10. No Unreasonable Restrictions. Nothing in this Agreement shall be construed to contain terms that would operate to unreasonably restrict the accessibility and availability of health care services for Members.

11. Termination. In accordance with the Agreement, UBH will notify Provider if Provider has not submitted claims to UBH, or otherwise communicated intent to continue participation in UBH's network within a 12 month period. If UBH does not receive a response from Provider within 30 days of such notification confirming that the information regarding Provider is current and accurate or, as an alternative, updating any information. UBH shall remove Provider from the Network; provider, however, that prior to removal, UBH may use any other available information or means to determine if Provider is still participating in UBH's network, including any means delineated in the Agreement.

12. Network Rental. Provider and UBH expressly acknowledge the underlying Provider Agreement allows UBH to sell, lease, rent, assign, or grant access to Provider's services, discounted rates or fees in accordance with O.C.G.A. 33-20D