

**UNITED BEHAVIORAL HEALTH
PROVIDER AGREEMENT**

Idaho Regulatory Requirements Attachment

This Idaho 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 Idaho 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 Idaho and/or under Idaho HMO laws, as applicable.

1. Notice. This Agreement may be terminated or not renewed immediately if a breach of this Agreement is willful, the result of fraud, or if Provider’s conduct poses an immediate danger to the public health or safety.

2. Provider Conduct. Provider and UBH agree that nothing in this Agreement shall be construed to:

- (a) deny a Member access to health care services not covered by UBH if the Member is informed that he or she will be responsible to pay for the noncovered health care services and the Member nonetheless desires to obtain such services;
- (b) refrain from treating a Member even at the Member’s request and expense if Provider had been, but is no longer, a contracting provider under UBH and the Provider has notified the Member that the Provider is no longer a contracting provider with UBH;
- (c) agree to the unnegotiated adjustment by UBH of Provider’s contractual reimbursement rate to equal the lowest reimbursement rate Provider has agreed to charge any other payor;

- (d) agree to a requirement that Provider adjust, or enter into negotiations to adjust, his or her charges to UBH if Provider agrees to charge another payor lower rates;
- (e) agree to a requirement that Provider disclose his or her contractual reimbursement rates from other payors; or
- (f) provide any incentive to Provider, including a specific payment in any type or form, as an inducement to deny, reduce, limit, or delay specific, medically necessary, and appropriate Covered Services and provided with respect to a specific Customer or group of Customers with similar medical conditions.

3. Availability of Additional Information. Upon request and within a reasonable time, UBH shall make available to any party to this Agreement any documents referred to or adopted by reference except information which is proprietary, a trade secret, or confidential individually identifiable records.

4. Member Advocacy. Provider, while practicing in conformity with community standards, may advocate on behalf of a Member without being subject to termination or penalty for the sole reason of such advocacy.

5. Prompt Payment of Claims. It is agreed, all parties will comply with the requirements in Idaho Code, Title 41, Chapter 56, regarding the prompt payment of claims.

6. Network Rental. All parties shall comply with the requirements in Idaho Code, Title 41, Chapter 18 and acknowledge that this Agreement is subject to Network Rental Arrangements including access by other preferred provider organizations in accordance with the underlying Provider Agreement.