UNITED BEHAVIORAL HEALTH
PROVIDER AGREEMENT

Maine Regulatory Requirements Attachment

This **Maine** 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 **Maine** 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 MAINE and/or under MAINE HMO laws, as applicable.

1. Credentialing. With respect to credentialing and recredentialing of Participating Providers, UBH and Provider agree to comply with the applicable provisions of the Maine Health Improvement Act. In the event UBH delegates any or all credentialing and/or recredentialing activities to Provider or an agent of Provider, Provider agrees that it, and its agent, if applicable, shall comply with the applicable provisions of the Maine Health Improvement Act.

2. Provider's Right to Advocate. UBH shall not terminate or otherwise discipline Provider because Provider advocates for medically necessary health care. Provider and UBH agree that nothing in this Agreement shall restrict Provider from disclosing to any Member any information that Provider determines appropriate regarding the nature and treatment and any risks or alternatives to treatment, the availability of other therapy, consultations or tests or the decision of any plan to authorize or deny health care services or benefits.

3. Termination and Hearing. Either party terminating the Agreement without cause shall provide prior written notice to the other party in the form and for the length of time specified in the Agreement, but in no event shall the notice be less than sixty (60) days.

Except in cases involving imminent harm to patients, a determination of fraud or a final disciplinary action by a state licensing board or other governmental agency, UBH shall give Provider a written explanation of the reasons for the proposed termination and an opportunity for a review or hearing, prior to terminating this Agreement. The notice shall include: (a) reasons for the proposed action; (b) notice that Provider has the right to request a hearing or review at Provider's discretion before a panel appointed by UBH; (c) a time limit of not less than thirty (30) days within which Provider may request a hearing; and (d) a time limit for a hearing date which shall be held within thirty (30) days after the date of receipt of a request for a hearing.

4. Prohibition of Financial Incentives. UBH shall not offer an incentive plan or inducement to Provider to provide less than medically necessary health care services to Members.

5. Continuation of Covered Services. In the event this Agreement is terminated for any reason by Provider or in the event this Agreement is terminated by UBH without cause, and a Member is receiving care from Provider under a prescribed treatment plan for a particular injury or sickness, Provider is obligated to continue the provision of Covered Services to that Member, if such services are determined by UBH to be medically necessary, for a period of sixty (60) days from the date the Member is notified of such termination or pending termination. Provider shall be reimbursed in accordance with this Agreement for all such Covered Services rendered during the sixty (60) day period.

Provider agrees to accept reimbursement from UBH or Payor at rates applicable prior to the start of the transitional period as payment in full and Provider agrees to adhere to the quality assurance standards of UBH and provide any medical information or data related to the care provided. Continuation of care under this provision shall be provided without liability of the Member to Provider for any amounts owed for medical care other than Member Expenses, such as deductibles or copayment amounts, specified in the Member's Benefit Plan or other contract between the Member and UBH. Provider agrees that pursuant to this section, in no event shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or a person acting on behalf of the Member, other than UBH or Payor, for Covered Services provided pursuant to this section.

6. No Indemnification by Provider. UBH shall not require Provider to indemnify UBH for expenses and liabilities incurred in connection with any claim or action brought against UBH based upon Provider's own fault. However, nothing in this section shall be construed to remove responsibility from Provider for expenses or liabilities caused by Provider's own negligent acts or omissions or intentional misconduct.

7. No Absolute Discretion Clause. Nothing in the Agreement is intended to give UBH sole or absolute discretion to interpret the terms of the Agreement or to provide standards of interpretation or review that are inconsistent with the laws of the state of Maine.

8. Amendments. UBH shall give Provider prior notice of any proposed amendment to this Agreement not less than sixty (60) days prior to the effective date of the amendment. Such notice will also be required when an amendment that has a substantial impact on the rights and obligations of Provider is made to the Provider Manual or Protocols referenced in the Agreement, such as material changes to fee schedules or material changes to procedural coding rules specified in the Provider Manual or Protocols. After such notice period has expired, the amendment shall become effective and binding on both UBH and Provider subject to any applicable termination provisions in the Agreement, except that UBH and Provider may mutually agree to waive the notice requirement. This subsection may not be construed to limit the ability of UBH and Provider to mutually agree to the proposed change at any time after Provider has received notice of the proposed amendment.

9. Prompt Payment of Claims. UBH and Payor shall comply with all prompt payment and interest requirements of Maine Insurance Code, 24-A §2436.

10. Limits on Retrospective Denials. UBH and Payor may not impose on Provider any retrospective denial of a previously paid claim or any part of that previously paid claim, except as permitted by Maine Insurance Code, 24-A, §4303.10.

11. Member Protection Provision. In no event, including, but not limited to, non-payment by Payor of amounts due Provider under this Agreement, insolvency of Payor or any breach of this Agreement by UBH, shall Provider or its assignees or subcontractors have a right to or seek any type of payment from, bill, charge, collect a deposit from, or have any recourse against the Member, the employer or group contract holder for services provided pursuant to this Agreement; except for payment of applicable co-payments or deductibles for Covered MHSA Services not covered by Payor. The requirements of this clause shall survive any termination of this Agreement for services rendered prior to such termination, regardless of the cause of such termination.

12. Continuing Care Obligations of Provider. Obligations if UBH or Payor Ceases Operations or Upon Termination of Agreement. Notwithstanding any other provisions of this Agreement, Provider agrees that in the event UBH or Payor ceases operations for any reason, including insolvency, Provider shall continue to provide or arrange for Covered Services and shall not bill, charge, collect or receive any form of payment from any Member for Covered Services provided after such termination or cessation of operations. Such obligation shall be for the period for which premium has been paid for the Member, except for those Members who are hospitalized on an inpatient basis in which case Provider's obligation continues until the Member is discharged based on Medical Necessity.

Without limiting any of the foregoing, consistent with NCQA accreditation standards, if at the time of termination of this Agreement, Provider is rendering services to a Member who is undergoing active treatment for an acute medical condition, Provider will continue to render Covered Services until active treatment is concluded, or if earlier, one (1) year

following the effective date of the termination of the Agreement unless such termination is based upon quality-related issues or fraud.

Termination of the Agreement shall not affect the method of payment or reduce the amount of the reimbursement to the Provider by the Payor for the continuation of active treatment for an acute medical condition. During the active treatment period, the Provider shall be subject to all terms and conditions of the terminated Agreement including, but not limited to, all reimbursement provisions which limit the Member's liability.

Provider agrees that the provisions of this Section and the obligations of Provider shall survive termination of this Agreement.

Nothing in this Section shall require Provider to provide Covered Services that are not otherwise Covered Services.