Missouri Regulatory Appendix

This Missouri Regulatory Requirements Appendix (the "Appendix") is made part of this Agreement entered into between United Behavioral Health ("UBH") and the health care professional named in this Agreement ("Provider").

This Appendix applies to all products or Benefit Plans sponsored, issued or administered by or accessed through UBH to the extent such products are regulated under Missouri laws; provided, however, that the requirements in this Appendix 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 Appendix. In the event of a conflict or inconsistency between this Appendix and any term or condition contained in the Agreement, this Appendix shall control, except with regard to Benefit Plans outside the scope of this Appendix, and be read in accordance with applicable laws and regulations.

If any of the capitalized terms in this Appendix are used or defined (or the equivalent terms are used or defined) in the Agreement, then the terms used in this Appendix 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 Appendix, will have the same meaning as "benefit contracts"; "Member," as used in this Appendix, will have the same meaning as "customer," "enrollee," or "covered person"; "Payor," as used in this Appendix, will have the same meaning as "participating entity"; "Provider," as used in this Appendix, 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 Appendix 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 Appendix, all capitalized terms contained in the Appendix shall be defined as set forth in the Agreement.

ARTICLE I.
Provisions applicable to Benefit Plans Regulated by the State of Missouri HMO and Insurance Laws

1. Prompt Payment. UBH and Payor shall comply with the applicable provisions of Missouri law regarding claims processing and payment provisions.

2. Correction of Overpayments or Underpayments. UBH will not request a refund or offset against a claim more than 12 months after UBH or Payor has paid the claim, except in cases of fraud or misrepresentation by Provider.

3. No Gag Clauses. Nothing in this Agreement shall be construed to prohibit or restrict Provider from disclosing to any Member any information that Provider deems appropriate regarding the nature of treatment, risks or alternatives thereto, the availability of other therapy, consultation or test, UBH's decision to authorize or deny services, or the process that UBH or any person contracting with UBH uses or proposes to use, to authorize or deny health care services or benefits.

4. Utilization Review. UBH, Payor or Provider, as applicable, shall comply with applicable sections of Missouri laws and regulations as they relate to utilization review of health care services, including those set forth in Missouri Revised Statutes Chapter 376.1350 - 376.1390 and Missouri Code of State Regulations Title 20, Division 400, Chapter 10, as applicable.

5. Transparency. No provision in the Agreement shall be enforceable if such provision prohibits, conditions, or in any way restricts UBH or Provider from disclosing to a Member or the Member's parent or legal guardian, the contractual payment amount for a Covered Service if such payment amount is less than Provider's usual charge for the Covered Service, and if such contractual provision prevents the determination of the potential out-of-pocket cost for the Covered Service by the Member, parent, or legal guardian.

ARTICLE II.
Provisions applicable to Benefit Plans Regulated under Missouri HMO laws:

1. Member Hold Harmless. Provider agrees that in no event, including but not limited to nonpayment by UBH or Payor, insolvency of UBH or Payor, or breach 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 acting on behalf of the Member, other than UBH or Payor, for Covered Services provided pursuant to this Agreement. This Agreement shall not prohibit Provider from collecting any copayments, deductibles or coinsurance for which the Member is responsible under the Benefit Plan, as specifically provided in the Benefit Plan (or other evidence of coverage), or fees for uncovered services delivered on a fee for service basis to a Member. This Agreement shall not prohibit Provider and a Member from agreeing to continue services solely at the expense of the Member, as long as Provider has clearly informed the Member that UBH and/or Payor may not cover or continue to cover a specific service or services. Except as provided herein, this Agreement does not prohibit Provider from pursuing any available legal remedies including, but not limited to, collecting from any insurance carrier providing coverage to a Member. This section shall (a) survive termination of this Agreement for any reason with respect to Covered Services rendered while this Agreement is in force, (b) be construed to be for the benefit of the Members, (c) supersede any oral or written agreement between Provider and a Member, or a person acting on a Member's behalf, that requires the Member to pay for such Covered Services, and (d) apply to all Covered Services rendered by Provider or other party with whom Provider has entered into an agreement to provide such Covered Services, while this Agreement is in force.

2. Continuation of Care Following Termination.

(a) Upon termination of the Agreement for any reason other than UBH's insolvency, Provider shall continue care to Members for a period of up to ninety (90) days where the continuation of care is determined by UBH to be medically necessary and in accordance with the dictates of medical prudence, including circumstances such as disability, pregnancy or life- threatening illness. UBH or Payor will pay Provider for this care at the rates in the Agreement. 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 expenses that are the Member's financial responsibility, such as deductibles or copayment amounts, specified in the Member's Benefit Plan or other contract between the Member and UBH or Payor.

(b) In the event UBH becomes insolvent or cease to operate, Provider will continue to provide Covered Services to Members through the period for which a premium has been paid on behalf of the Member or until the Member's discharge from an inpatient facility,

whichever time is greater. UBH or Payor shall pay Provider at the previously contracted rate for services provided to a Member under this paragraph. 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 expenses that are the Member's financial responsibility, such as deductibles or copayment amounts, specified in the Member's Benefit Plan or other contract between the Member and UBH or Payor.

(c) This section shall (i) survive termination of the Agreement for any reason, (ii) be construed to be for the benefit of the Members, and (iii) supersede any oral or written agreement between Provider and a Member, or a person acting on a Member's behalf, that requires the Member to pay for such Covered Services.

3. Member Payment Limited to Member Expenses. In no event shall Provider collect or attempt to collect from a Member any money owed to Provider by the Payor nor shall Provider collect or attempt to collect from a Member any money in excess of the copayment, deductible, or coinsurance for which the Member is responsible under the Benefit Plan.

4. Notice of Member Payment Obligations. UBH has notified Provider of (a) Provider's obligations to collect applicable copayments, deductibles or coinsurance for which the Member is responsible under the Benefit Plan, and (b) Provider's obligation to notify Members of their personal financial obligations for services which are not covered by the Member's Benefit Plan.

5. Provide Medically Necessary Services. Neither UBH nor Payor shall offer an inducement to Provider to provide less than medically necessary services to a Member, and nothing in this Agreement shall be construed as being this kind of inducement.

6. Non-Discrimination. Provider shall furnish Covered Services to all Members without regard to the Member's enrollment in UBH or Payor as a private purchaser or as a participant in a publicly financed program of health care service.

7. Good Faith Advocacy. UBH shall not prohibit Provider from advocating in good faith on behalf of Members within the utilization management or grievance processes established by UBH or UBH's designee.

8. Notification by UBH of Administrative Policies and Programs. UBH shall notify Provider of Provider's responsibilities with respect to UBH's or Payor's applicable Protocols, including but not limited to payment terms, utilization management, quality assessment and improvement programs, credentialing, grievance procedures, data reporting requirements, confidentiality requirements and any applicable federal or state programs.

9. Notification of Services to be Provided. UBH has established a mechanism by which Provider shall be notified on an ongoing basis of the specific Covered Services for which Provider shall be responsible, including any limitations or conditions on services.

10. Records Availability. Provider is required to make health records available to appropriate state and federal authorities involved in assessing the quality of care or investigating the grievances or complaints of Members, and to comply with applicable state and federal laws related to confidentiality of medical or health records. We shall monitor, on an ongoing basis, the ability, clinical capacity, and legal authority of you to furnish all contracted benefits to Members.

11. Member Determination. Provider may contact UBH's customer service personnel to obtain UBH's current information with regard to whether a person is a Member.

12. Performance Information to Provider. UBH has developed and implemented policies and procedures to ensure that Provider is regularly informed of information maintained by UBH to evaluate the performance or practice of Provider. UBH shall provide any such information and profiling data and analysis to Provider upon request, and on a periodic basis, and as required by Missouri law.

13. Nonrenewal of Agreement. Either party may exercise a right of nonrenewal at the expiration of the term of this Agreement, upon sixty (60) days notice to the other party; provided, however, that such nonrenewal shall not constitute a termination for purposes of this Agreement.

14. Written Notice Required. Either party terminating this Agreement without cause shall provide advance notice of the termination to the other party in the form and for the length of time as provided in the Agreement, but in no case less than sixty (60) days. The written notice shall include an explanation of why this Agreement is being terminated.

15. Notice to Members. Upon termination for or without cause, UBH shall provide written notice within thirty (30) working days of receipt or issuance of a notice of termination to all Members who are patients seen on a regular basis by Provider. Within fifteen (15) working days of the date that Provider either gives or receives notice of termination, Provider shall supply UBH with a list of Members to whom Provider delivers Covered Services.

16. Notice and Hearing for Health Care Professionals. 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. When notice is required, 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. If a hearing is requested, it shall be conducted pursuant to Missouri Revised Statutes, Section 354.609.

17. Termination Prohibited for Good Faith Provider Actions. UBH shall not terminate this Agreement or otherwise penalize you based solely or in part on Provider in good faith: (a) advocating on behalf of a Member; (b) filing a complaint against UBH; (c) appealing a decision of UBH; (d) providing information or filing a report with the Missouri Department of Insurance; or (e) requesting a hearing or review of a termination decision as provided in Missouri Statutes.

18. Definitions. To the extent that any provisions or definitions contained in this Agreement conflict with definitions or provisions contained in Missouri Revised Statues, Sections 354.600-354.636, the definitions or provisions contained in Missouri Revised Statutes, Sections 354.600-354.636 shall govern.

19. Provider Assignment or Delegation. Provider's rights and responsibilities shall not be assigned or delegated by the Provider without the prior written consent of UBH.

20. No Penalty for Good Faith Reporting. UBH shall not penalize Provider because Provider, in good faith, reports to state or federal authorities any act or practice by UBH that may jeopardize

patient health or welfare.

21. Thirty-Day Review. UBH has given Provider at least thirty (30) days to review this Agreement prior to Provider's execution of this Agreement.

22. Intermediaries. The provisions of this section shall apply if Provider is an "intermediary" as that term is defined in Missouri Statutes, Section 354.600(13).

(a) Compliance. Provider and other health care providers with whom Provider contracts shall comply with all applicable requirements of Missouri Statutes, Sections 354.600 to 354.636.

(b) Utilization Data and Timely Payment. If applicable, Provider shall transmit utilization documentation and claims paid documentation to UBH. UBH shall monitor the timeliness and appropriateness of payments made to health care providers by Provider and Covered Services received by Members.

(c) Books, Records, and Financial Information. If applicable, Provider shall maintain the books, records, financial information and documentation of Covered Services provided to Members and preserve them for five (5) years in a manner that facilitates regulatory review. Additionally, Provider shall allow UBH and the Missouri Department of Insurance representatives access to Provider's books, records, financial information and any documentation of Covered Services provided to Members, as necessary to determine compliance with Missouri Statutes.

(d) UBH's Duty. UBH is responsible for monitoring any Covered Services offered through an intermediary. This duty shall not be delegated or assigned to an intermediary. UBH shall also assume the downstream contracts of an intermediary, if an intermediary ceases its operations.

23. Independent Contractor Relationship. The relationship between UBH and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, agency or joint venture.

24. Dispute Resolution. UBH has established procedures for resolution of administrative, payment or other disputes between Provider and UBH, but they will not supercede the provisions of Missouri Revised statutes, Sections 354.600-354.636

25. Provider Records. Provider shall provide UBH with whatever documentation is necessary to demonstrate to UBH that Provider is capable of meeting the terms of this Agreement.

26. Member's Access to Network. Notwithstanding legitimate and medically based referral patterns, neither Provider nor UBH shall act in a manner that unreasonably restricts a Member's access to the entire network, unless UBH has written agreement with the holder of the benefits contract to a reduced network, and requested an exception for a reduced network, and filed an access plan for the reduced network prior to selling a new product.

27. Collection of Copayments. Provider is responsible for collecting any applicable copays, deductibles or coinsurance for which the Member is responsible to pay under the Benefit Plan.

28. Prohibition against Discrimination. UBH will not discriminate between providers when referring Members, nor will UBH discriminate against any optometrists.

29. Risk Sharing Arrangements. If applicable, UBH will disclose to Provider any risk sharing arrangements in existence under this Agreement.

30. Prescription Drugs. Neither UBH nor Provider shall require that a prescription for a maintenance drug must be changed, except as agreed by the prescribing physician and the affected Member, except for the substitution of generic equivalents for name brands.

31. Miscellaneous Administrative Requirements. This Agreement shall be filed with the Missouri Department of Insurance, and UBH will keep copies of this Agreement available for regulatory review. This Agreement shall not contain dollar amounts on payments.