**UNITED BEHAVIORAL HEALTH**
**PROVIDER AGREEMENT**

## Montana Regulatory Requirements Attachment

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

**1. Communication.** UBH encourages Provider to discuss with Members treatment options and their associated risks and benefits, regardless of whether the treatment is covered under the Member's Benefit Plan. Nothing in this Agreement is intended to interfere with Provider's relationship with Members as patients of Provider, or with UBH's ability to administer their quality improvement, Care Coordination $^{SM}$/Utilization management and credentialing programs.

**2. Member Hold Harmless and Continuation of Covered Services upon Insolvency.** Provider agrees that in no event, including but not limited to nonpayment by UBH, a Payor or an intermediary, insolvency of UBH, a Payor or an intermediary, 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, a Payor or an intermediary, for Covered Services provided pursuant to this Agreement. This Agreement shall not prohibit Provider from collecting from the Member copayment, deductible or coinsurance for which the Member is responsible under the Benefit Contract and as specifically provided in the Benefit Contract (or other evidence of coverage), or fees for uncovered services delivered on a fee-for-service basis to a

Member. Except as provide 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.

If UBH becomes insolvent or otherwise ceases operations, Provider shall continue to provide Covered Services to Members through the end of the period for which premium has been paid on behalf of such Members, but not to exceed thirty (30) days, or until the Member's discharge from an acute care inpatient facility, whichever occurs last. Covered Services provided to a Member confined in an acute care inpatient facility on the date of insolvency or other cessation of operations must be continued by Provider until the confinement is no longer medically necessary. This paragraph applies to Providers that participate in UBH's network of inpatient facilities.

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 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.

**3. Termination Without Cause and Notice to Members.** Either party terminating this Agreement without cause shall provide advance written notice in the format and for the length of time as provided in the Agreement, but in no case less than sixty (60) days to the other party before terminating this Agreement. The written notice shall include an explanation of why this Agreement is being terminated.

Upon termination for or without cause, UBH shall provide written notice within fifteen (15) working days of receipt or issuance of termination to all Members who are patients seen on a regular basis by Provider.

**4. No Termination for 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.**

**5. No Indemnification Against Provider.** UBH shall not require Provider to indemnify or hold UBH harmless for any losses, damages or claims that UBH may incur as a result of Provider's acts or omissions, if such acts or omissions were the result of a directive from UBH.

**6. Intermediaries.** The provisions of this Section shall apply if Provider is an "intermediary" as that term is defined in Revised Code of Montana, Section 33-36-209.

(a) Compliance. Provider and other health care providers with whom Provider contracts shall comply with all applicable requirements of the Montana Managed Care Plan Network Adequacy and Quality Assurance Act.

(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 Montana Department of Insurance's representatives access to Provider's books, records, financial information and any documentation of Covered Services provided to Members, as necessary to determine compliance with Montana Statutes.

(d) Insolvency of Intermediary. In the event Provider as an intermediary becomes insolvent, UBH may require the assignment to UBH of the provisions of the participating provider's agreement addressing the participating provider's obligations to furnish Covered Services to Members.

**7. No Discrimination.** Provider shall provide MHSA Health Services to all Members without regard to the Member's enrollment in a plan as private purchaser or as a participant in a publicly-financed program of health care services.

**8. No Inducement**. Neither Payor nor UBH shall offer an inducement to Provide to provide less than medically necessary services to Members.