UNITED BEHAVIORAL HEALTH
PROVIDER AGREEMENT

Ohio Regulatory Requirements Attachment

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

This Attachment applies to all products or Benefit Plan sponsored, issued or administered by or accessed through UBH to the extent such products are subject to regulation under Ohio 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 the Agreement, this Attachment shall control, except with regard to Benefit Plans outside the scope of this Attachment.

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 and regulations, as may be amended from time to time. Likewise, should any defined term herein conflict with applicable state law or regulations, the term as defined under applicable state law or regulation shall prevail.

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

1. Covered Services. Provider acknowledges that Provider has received a description of the method by which Provider shall be notified of the specific health care services for which Provider is responsible, including any limitations or conditions on such services and, if Provider is a primary care provider, including whether Provider is required to provide or arrange for the provision of Covered Services twenty-four (24) hours per day, seven (7) days per week.

2. Continuity of Care. Subject to the conditions set forth below, for a period of thirty (30) days following termination of this Agreement due to UBH's insolvency or discontinuance of operations, Provider shall continue to provide Covered Services to Members as needed to complete any medically necessary procedures commenced but unfinished at the time of such termination. The completion of a medically necessary procedure shall include the rendering of all Covered Services that constitute medically necessary follow-up care for that procedure.

(a) Inpatient Care. If a Member is receiving necessary inpatient hospital care at the time of such termination, the provision of Covered Services under this Section shall remain subject to the limits, if any, contained in the Member's Benefit Plan with regard to inpatient hospital services.

(b) Limiting Events. Provider shall not be required to continue to provide Covered Services after the occurrence of any of the following:

(i) the end of the thirty (30)-day period following the entry of a liquidation order under Ohio Revised Code, Chapter 3903;

(ii) the end of the Member's period of coverage for a contractual prepayment or premium;

(iii) the Member obtains equivalent coverage with another health insuring corporation or insurer, or the Member's employer obtains such coverage for the Member;

(iv) the Member or the Member's employer terminates coverage under the Benefit Plan; or

(v) a liquidator effects a transfer of the UBH's obligations under this Agreement pursuant to Ohio Revised Code, Section 3903.21(A)(8).

3. Administrative Policies and Procedures. Provider acknowledges that Provider has received a clear statement of the rights and responsibilities of UBH and Provider with respect to UBH's administrative Protocols, including but not limited to payments systems, Care Coordination [SM]/utilization review, quality assurance, assessment and improvement programs, credentialing, confidentiality requirements and any applicable federal or state programs.

4. Health Records. Provider shall maintain all Member health records in the manner required under applicable state and federal law. Additionally, Provider shall maintain adequate medical, financial, and administrative records related to Covered Services rendered by Provider under this Agreement. In order to monitor and evaluate the quality of care, conduct evaluations and audits, and to determine on a concurrent or retrospective basis the necessity of and appropriateness of Covered Services provided to Members, UBH shall have access to such information and records. Provider shall also make these records available to appropriate state and federal authorities involved in assessing the quality of care or in investigating Member grievances or complaints.

5. Confidentiality. Any data or information pertaining to the diagnosis, treatment or health of any Member that is obtained by UBH from Member or from Provider shall be held in confidence and shall not be disclosed to any person except under the following circumstances: (a) to the extent that it may be necessary to carry out the purposes of Ohio Revised Code, Chapter 1751; (b) upon the express consent of the Member; (c) pursuant to applicable statute or court order for the production of evidence; or (d) in the event of claim litigation between the Member or Provider and UBH wherein such data or information is pertinent. Provider understands that UBH is entitled to claim any statutory privilege against disclosure that the provider who furnished the data or information to UBH is entitled to claim.

6. Delivery of Covered Services.

(a) Provider/Patient Relationship. Provider shall observe, protect and promote the rights of Members as patients. Nothing contained in this Agreement shall be construed to limit or otherwise restrict Provider's ethical and legal responsibility to fully advise Members about their medical condition and about medically appropriate treatment options.

(b) No Discrimination. Provider shall provide Covered Services without discrimination on the basis of a Member's participation in a Benefit Plan, age, sex, ethnicity, religion, sexual preference, health status, or disability, and without regard to the source of payments made for Covered Services rendered to a Member.

7. UBH Monitoring. If Provider is a health care facility, Provider recognizes UBH's responsibility pursuant to applicable Ohio law to monitor and oversee the provision of Covered Services to Members.

8. No Financial Inducement to Limit Medically Necessary Care. Nothing in this Agreement shall be construed as an offer or inducement to reduce or limit medically necessary health care services to a Member.

9. No Prohibited Penalties. Provider and UBH agree that this Agreement does not contain any provision that shall be construed to penalize Provider for the following:

(a) assisting a Member to seek a reconsideration of UBH's decision to deny or limit benefits to a Member;

(b) principally advocating for medically necessary health care services; or

(c) providing information or testimony to a legislative or regulatory body or agency, unless such information or testimony is libelous, slanderous or discloses trade secrets that the Provider has no privilege or permission to disclose.

10. Receipt of Information. Provider acknowledges that prior to entering into this Agreement, UBH disclosed basic information to Provider as required by Ohio Revised Code, Section 1753.07. Provider further acknowledges that Provider has received (a) any material information affecting the Provider that is incorporated by reference into this Agreement, except such information that is otherwise available as a public record, and (b) UBH's applicable provider manuals and administrative manuals, if any.

11. Intermediaries. The provisions of this Section shall only apply if Provider is an intermediary organization, as defined under Ohio law.

(a) Approval of Providers and Facilities. UBH must approve or disapprove the participation of any provider or health care facility with which Provider contracts.

(b) Intermediary Contracts. Unless Provider is a health delivery network contracting solely with self-insured employers, any subcontract between Provider and a provider or health care facility shall contain all of the following:

(i) the requirements provided in Sections 1-13 of this Appendix;

(ii) an acknowledgement that UBH is a third party beneficiary; and

(iii) an acknowledgement of UBH's role in approving participation of the provider or health care facility as required this Section.

(c) Books and Records. Provider shall provide the Ohio Superintendent of Insurance with regulatory access to all books, records, financial information, and documents related to the provision of Covered Services to Members under this Agreement. Provider shall maintain such books, records, financial information, and documents at its principal place of business in the State of Ohio and preserve them for a period of at least three years following termination of this Agreement in a manner that facilitates regulatory review.

12. Prompt Payment. Provider, Payor and UBH shall comply with applicable sections of Ohio laws and regulations as they relate to the payment and processing of claims, including those set forth in Ohio Rev. Code §3901.381.

13. Third-Party Access. This Agreement is subject to a network rental arrangement in which one of the purposes of the Agreement is to sell, rent or give rights to Provider's services. UBH may give a third party access to Provider's services if:

a. The third party accessing Provider's services is an employer or other entity providing coverage for health care services to its employees or members and that third party has an agreement with UBH or an affiliate of UBH for the administration or processing of claims for payment for these health care services that are provided pursuant to UBH's Provider Agreement with Provider; or

b. The third party accessing Provider's services is an affiliate or subsidiary of UBH or is providing administrative services to, or receiving administrative services from, UBH or its affiliate or subsidiary; or

c. UBH's Provider Agreement specifically provides that it applies to network rental arrangements and states that one purpose of the Provider Agreement is selling, renting, or giving UBH's rights to Provider's services, including other preferred provider organizations, and the third party accessing Provider's services is any of the following:

1) A Payor or third-party administrator or other entity responsible for administering claims on behalf of the Payor;

2) A preferred provider organization or preferred provider network that receives access to Provider's services pursuant to an arrangement with the

preferred provider organization or preferred provider network in a contract with Provider that is in compliance with division (A)(1)(c) of this section and is required to comply with all of the terms, conditions, and affirmative obligations to which the originally contracted primary participating provider network is bound under its contract with Provider, including, but not limited to, obligations concerning patient steerage and the timeliness and manner of reimbursement;

3) An entity that is engaged in the business of providing electronic claims transport between UBH and Payor or third-party administrator and complies with all of the applicable terms, conditions, and affirmative obligations of the contracting entity's contract with Provider, including, but not limited to, obligations concerning patient steerage and the timeliness and manner of reimbursement;

d. UBH shall maintain a web page that contains a listing of third parties that have access to Provider's services. This listing shall be updated at least every six months. In addition, UBH shall ensure that third parties that access Provider's services shall comply with all applicable terms and conditions of the Provider Agreement, including, but not limited to, the products for which Provider has agreed to provide services. Any third party that receives only administrative services from UBH shall be solely responsible for payment to Provider. Any information UBH provides to Provider on its web page shall be considered proprietary in nature and shall not be distribute by Provider.

e. UBH will require that any third party accessing Provider's services is obligated to comply with all of the applicable terms and conditions of the Provider Agreement including, but not limited to, the products for which Provider has agreed to provide services, except that Payor shall be solely responsible for payment to Provider.

14. Network Participation. UBH may not require Provider to participate in any additional networks other than the networks Provider has originally agreed to participate in. If Provider refuses to agree to participate in additional networks of UBH, UBH may terminate the Agreement upon written notice to Provider no sooner than 180 days from the date of Provider's refusal.

15. Provider's Rights. UBH shall not require Provider, as a condition of entering into the Provider Agreement, to waive or forego any rights or benefits expressly conferred upon Provider by state or federal law.

16. Hold Harmless. Provider agrees that in no event, including but not limited to nonpayment by the Health insuring corporation, insolvency of the health insuring corporation, or breach of this agreement, shall Provider bill, charge, collect a deposit from, see remuneration or reimbursement from, or have any recourse against, a subscriber, enrollee, person to whom health care services have been provided, or person acting on behalf of the covered enrollee, for health care services provided pursuant to this

agreement. This does not prohibit Provider from collecting co-insurance, deductibles, or copayments as specifically provided in the evidence of coverage, or fees for uncovered health care services delivered on a fee-for-service basis to persons referenced above, nor from any recourse against the health insuring corporation or its successor.

This provision shall survive the termination of this Agreement regardless of the reason for the termination, including the insolvency of the health insuring corporation.