District of Columbia Regulatory Appendix

This District of Columbia 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 District of Columbia 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 "member," "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.

Provisions applicable to Health Maintenance Organization and Health Care Insurance Benefit Plans regulated under District of Columbia laws:

1. **Member Protection.** Provider hereby agrees that in no event, including, but not limited to nonpayment, UBH's or Payor's insolvency or UBH's 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 person acting on the Member's behalf, other than UBH or Payor, for services provided pursuant to this Agreement. This provision shall not prohibit collection of Member Expenses, which have not otherwise been paid by a primary or secondary

carrier in accordance with regulatory standards for coordination of benefits, from Members in accordance with the terms of the Member's Benefit Plan. Provider further agrees: (a) that the provisions of this Section shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Members and (b) that this Section supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Members or persons acting on the Member's behalf. In no event shall an agent, trustee, representative or assignee of Provider attempt to collect from a Member charges that are the responsibility of UBH.

2. **Continued Provision of Health Services upon Insolvency.** Provider agrees, in the event of UBH's or Payor's insolvency, to continue to provide the services promised in this Agreement to Members: (a) for the duration of the contract period for which premiums have been paid; and (b) until the Member's discharge from an inpatient facility or until the expiration of benefits.

3. **Communication.** UBH and Provider agree that nothing in this Agreement shall be construed to prohibit, interfere, or impede in the discussions between a Member and Provider of medical treatment options, including discussions regarding financial coverage of treatment options. Provider is permitted and required to discuss medical treatment options with Members. UBH shall not terminate or refuse to contract with Provider solely because Provider discussed medical treatment options with Members.

4. **Confidentiality.** UBH and Provider shall maintain the confidentiality of any medical information relating to Members and comply with all applicable provisions of District of Columbia and federal law and regulation.

5. **Access to Clinical Records.** Provider shall provide access to a Member's clinical records in order for UBH to comply with its quality assurance requirements.

6. **Termination.** Provider must give UBH advance written notice in the form and for the length of time as provided in the Agreement, but in no case less than sixty (60) days in the event Provider elects to terminate this Agreement.

If an Agreement between the Provider and UBH is terminated by either party for any reason other than termination for failure to meet applicable quality standards for care or fraud, and the Member is undergoing a course of treatment from the Provider at the time of the termination, UBH shall notify the Member on a timely basis of the termination. When medically necessary, Members with serious illness undergoing a course of treatment or who are in the second trimester of pregnancy shall be permitted to continue to receive medically necessary Covered Services, with respect to the cause of treatment, by the Provider during a transitional period of at least 90 days from the date of the notice under the same terms and conditions as specified under the Provider Agreement.

7. **Payment of Claims.** Provider and UBH agree to comply with the Prompt Pay Act of 2002, which governs, among other things, claims for health services that UBH receives on and after October 16, 2002, and retroactive denials of reimbursements made on and after October 16 2002.

8. **No Requirement to Participate in Other Products.** This paragraph (and the attachment to the Agreement that describes the Benefit Plans) applies to agreements made or renewed on and after October 16, 2002. Provider acknowledges that Provider has chosen to participate in those products of UBH's as stated in the Agreement. Provider acknowledges having elected to participate in the Benefit Plan types described in the attachment to the Agreement that describes the Benefit Plans and having been given the opportunity to opt out of any of those Benefit Plan types.