

UNITED BEHAVIORAL HEALTH PROVIDER AGREEMENT

Puerto Rico Regulatory Requirements Attachment

This Puerto Rico 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 the laws of Puerto Rico.

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

Provisions to Benefit Plans regulated by the Territory of Puerto Rico and/or under Puerto Rico HMO laws, as applicable.

1. Timely Filing of Claim and Prompt Payment. Provider, UBH and Payor will comply with 26 L.P.R.A., Chapter 30, regarding the prompt payment of claims. Provider will submit claims for payment for services rendered in the form and manner provided in the Agreement, but within ninety (90) days after the service is rendered. UBH or Payor, as applicable, will pay in full any claim actionable for payment as defined in 26 L.P.R.A. 3001, within fifty (50) calendar days, counting from the date that UBH or Payor receives the actionable claim. If UBH or Payor is the secondary payor, the ninety (90) days will begin on the date that Provider receives the determination of the primary payor.

If UBH does not notify Provider in writing or electronically of any objection to a claim for payment within a term of forty (40) days it will be understood that the claim can be processed for payment. UBH or Payor may request the reimbursement of an unprocessable claim paid to Provider, within a term of six (6) years counting from the moment that UBH or Payor made the payment, pursuant to the procedure established by the Commissioner through regulations, and subsequently resort to the corresponding court for judicial review, if it so desires.

UBH will notify Provider, in writing or through electronic means, of those claims that are not actionable for payment within forty (40) calendar days after receiving the total or partial objection to the claim for payment. The notice will clearly indicate the reasons for which UBH or Payor deems that the claim is not actionable for payment, indicating the documents or additional information that must be submitted so that it may be processed. Within the following forty-five (45) days of having received the notice from UBH, Provider must answer the same. The failure to do so will be deemed to be an admission of the proceeds to pay the claim within the thirty (30) days following the receipt of the information or documents. From the date that UBH receives a claim submitted by Provider, two (2) simultaneous terms elapse; one of fifty (50) days for the payment of actionable claims as established in 26 L.P.R.A. 3002, and one of forty (40) days for UBH or Payor to remit the notice of non-actionable claim for payment to Provider.

That claim or part of the claim not objected to by UBH or Payor within the above stated term of forty (40) days will be deemed an actionable claim. The erroneous notification of unprocessable claims will not interrupt the term of fifty (50) days for payment, thus UBH or Payor will proceed to pay the amount claimed, plus interest, as provided in 26 L.P.R.A. 3005 and 3006.

UBH or Payor, as applicable, will not refuse to pay a claim for Covered Services rendered because of unilateral alterations or amendments to the terms of this Agreement and the Customer's Benefit Plan, including amendments to the rates.