

Value Behavioral Health of Pennsylvania, Inc.

FACILITY AGREEMENT

This Agreement is made and entered into, by and between _____, a _____ corporation for itself and on behalf of those certain facilities which Facility represents and warrants it wholly owns and operates and which are set forth on Exhibit B hereto (such Facility(s) collectively referred to as "Facility") and Value Behavioral Health of Pennsylvania, Inc. ("VBH"), a Pennsylvania corporation, and shall be effective on the date set forth as the Effective Date herein on the Execution Page of this Agreement.

PURPOSE OF AGREEMENT

WHEREAS, VBH contracts with insurance companies, self-funded employers, multiple employer trusts, union trusts, government agencies and health maintenance organizations with regard to mental health and/or substance abuse services to Members (as defined herein) under the health benefits plans of such entities;

WHEREAS, VBH is a managed care organization that seeks to make quality mental health and/or substance abuse services available to Members; and

WHEREAS, Facility is an institutional or free-standing provider of mental health and/or substance abuse services which is duly state licensed as a hospital or residential treatment service or otherwise authorized to operate its Facility or facility(ies) in all of the states and local jurisdictions in which they are located and has been credentialed in accordance with VBH's credentialing program and criteria; and

WHEREAS, Facility desires to participate in VBH's programs to provide mental health and/or substance services to Members, fully understanding its purposes and requirements, and agreeing to cooperate in its managed care procedures described or referenced in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants specified in this Agreement, VBH and Facility agree as follows:

1.0 DEFINITIONS

Section 1.1 "**Certification, Certifies or Certified**" shall mean the decision of VBH or its designee resulting from the case management process to determine whether proposed or rendered treatment is Medically Necessary.

Section 1.2 "**Clean Claims**" shall mean a UB-92 or CMS 1500 claim form, or its successor, submitted by Provider on paper or electronically for medical care or healthcare services rendered to a Covered Member which accurately contains the following information including, but not limited to: patient name, patient's date of birth, Covered Member's identification number, Provider's name, address and tax identification number, date(s) and place of service or purchase, diagnosis narrative or ICD 9 code, procedure narrative or CPT 4 code, services and supplies provided, Provider's license number, Provider's charges and such other information or attachments that may be mutually agreed upon by the parties in writing. In addition, the claims have no defect or impropriety (including any lack of any required substantiating documentation) or particular circumstance requiring special handling that prevents timely payment from being made on the claim.

Section 1.3 "**Client**" shall mean an insurance company, self-funded employer, multiple employer trust, union trust, government agency, health maintenance organization or the agent of such an entity which has entered into a contractual arrangement with VBH to arrange for mental health, substance abuse and/or employee assistance program benefits to Members.

Section 1.4 **“Copayment”** shall mean the portion of a provider’s fee for Covered Services included, but not limited to deductibles, copayments or coinsurance, that are the responsibility of the Member as specified by the terms of their health benefits Plan.

Section 1.5 **“Covered Services”** shall mean those Facility services required for the treatment of mental health or substance abuse conditions which are Medically Necessary and which are covered pursuant to a Client’s Plan.

Section 1.6 **“Emergency”** shall mean the sudden onset of acute symptoms from a mental health or substance abuse disorder and one or more of the following circumstances are present: (i) the patient is in imminent or potential danger of harming himself or others; (ii) the patient shows symptoms (e.g., hallucinations, agitation, delusions, etc.) resulting in impairment in judgment, functioning and/or impulse control severe enough to endanger his or her own welfare or that of another person; or (iii) there is an immediate need for hospitalization as a result of or in conjunction with a very serious situation such as an overdose, detoxification or potential suicide.

Section 1.7 **“Independent Prescriber”** shall mean a health care provider qualified by education, training and experience and credentialed by VBH-PA for the purpose of providing Comprehensive Child/Adolescent Strengths Based Evaluation-LD (CCASBE-LD) of children and adolescents referred for behavioral health services. The Independent Prescriber is responsible for prescribing or making recommendations for an appropriate level of in-plan treatment services and, within the scope of the provider’s practice, supervising, coordinating, and maintaining continuity of care and referring Members or Covered Persons to specialist care as necessary. As an Independent Prescriber, a practitioner can not be a Behavioral Health Rehabilitation Services (BHRS) provider, nor can the practitioner be affiliated with a provider or entity providing BHRS or Family Based Mental Health Services.

Section 1.8 **“Medical Necessity or Medically Necessary”** shall mean clinical determinations to establish a service or benefit which will, or is reasonably expected to:

1. prevent the onset of an illness, condition, or disability;
2. reduce or ameliorate the physical, mental, behavioral, or developmental effects of an illness, condition, injury, or disability;
3. assist the individual to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the individual and those functional capacities appropriate for individuals of the same age.

Section 1.9 **“Member or Covered Person”** shall mean an individual who, through an agreement with a Client or Payor, which was entered into by such individual or an authorized representative on their behalf, is entitled to receive Covered Services under a health benefits Plan.

Section 1.10 **“Payor”** shall mean: (i) any third party payor, including, but not limited to, an insurance company, self-funded employer, multiple employer trust, union trust, government agencies or health maintenance organization, that has entered into an agreement with VBH to provide, arrange for, and manage Covered Services to Members; or (ii) VBH where, and only where, VBH has specifically contracted with an insurance company, self-funded employer, multiple employer trust, union trust, government agency or health maintenance organization to be financially responsible (other than in an administrative capacity) for the compensation of participating Providers for Covered Services.

Section 1.11 **“Plan”** shall mean any benefit plan or benefit arrangement covering treatment of Covered Services and sponsored by a Payor for whom VBH has agreed to provide services.

Section 1.12 **“Practitioner”** shall mean a trained or certified psychiatrist, psychologist, psychiatric social worker or other licensed mental health provider who has entered into a contractual arrangement with Facility to provide Covered Services to Members for those treatment modalities checked on the Reimbursement Schedule which indicates that professional fees are included in the negotiated per diem rate. Practitioner is not an agent of VBH, and shall not hold itself out as an agent of VBH.

Section 1.13 **“Provider”** shall mean a hospital, institution, facility, program, agency, group or individual practitioner who has agreed to a written arrangement of cooperation with VBH as an independent contractor to provide Covered Services to Members. Provider is not an agent of VBH, and shall not hold itself/himself/herself out as an agent of VBH.

Section 1.14 **“Provider Handbook or Provider Manual”** shall mean the proprietary VBH document which contains VBH’s Provider policies and procedures and which VBH, in its sole discretion, may amend from time to time.

Section 1.15 **“Reimbursement Schedule”** shall mean the compensation payable to Facility by a Payor, as payment in full, for Facility’s provision of Covered Services to Members. Reimbursement to Facility shall be as specified in Exhibit A and shall be subject to any limitations or exclusions of a Client’s Plan. Facility may be subject to the compensation terms set forth on more than one Reimbursement Schedule at any time if Facility is receiving referrals from multiple populations of Members for one or more Client organizations or one or more categories of Client organizations. This Agreement applies to the VBH’s business, Client organization or Members identified on the attached Reimbursement Schedule.

2.0 PROVISION OF SERVICES

Section 2.1 **Covered Services to Be Rendered.** Facility agrees to provide to Members those Covered Services that are: (i) within the scope of Facility’s licensure; and (ii) Medically Necessary under VBH referral, quality assurance, and utilization management procedures as stated in the Provider Manual. Facility agrees to cooperate with all terms and conditions set forth in the Provider Manual, which may be amended or supplemented from time to time. VBH will give Facility prior notice through the VBH Provider Newsletter, formal notice or through the VBH website of additions, deletions, and modifications to the Provider Manual. The Provider Manual is hereby incorporated in its entirety by reference.

Section 2.2 **Behavioral Health Rehabilitation Services (BHRS) In a County with an Independent Prescriber Model.** Practitioners, facilities or entities providing Behavioral Health Rehabilitative Services (BHRS) will not be entitled to reimbursement for (BHRS) unless and until such services have been authorized by VBH following a Comprehensive Child/Adolescent Strengths Based Evaluation-LD (CCASBE-LD) by a VBH Independent Prescriber. Practitioner, facility or entity providing BHRS will be provided with or given access to a current list of VBH Independent Prescribers. In the event practitioner, facility or entity receives a request to provide BHRS to a Member or Covered Person, Practitioner, facility or entity shall make the requesting party aware of this provision and notify VBH of the request. Upon receipt of such notification, VBH shall arrange for the CCASBE-LD to be conducted by a VBH Independent Prescriber not affiliated with the practitioner, facility or entity rendering BHRS or Family Based Mental Health Services, within seven (7) days. VBH-PA will honor evaluations of HealthChoices members that are covered by the member’s commercial insurance carrier.

Section 2.3 **Facility/Patient Relationship.** Nothing in this Agreement shall change or alter any clinical relationship which exists or may come to exist between Facility and any Member(s). Facility shall have the same duties, liabilities and responsibilities to Members as exist generally between Facility and patient. Facility shall always exercise its best medical judgment in the treatment of Members; payment determinations by VBH or Payors shall not be construed as a directive from VBH or Payors that Medically Necessary treatment be withheld. Nothing herein shall be construed as prohibiting or penalizing communication between Facility/Practitioner and Members regarding available treatment options, including appropriate or Medically Necessary care for the Member. Facility is not an agent of VBH, and shall not hold itself out as an agent of VBH.

Section 2.4 **Professional Responsibility.** Facility acknowledges that it has an independent responsibility to provide mental health and/or substance abuse services to Members who are their patients and that coverage or payment determinations by VBH or Payors in no way absolves Facility of its responsibility to render appropriate services to Members. Facility understands that VBH does not, by this Agreement or future patterns of practice promise or guarantee any minimum volume of referrals of Members to Facility. Facility understands that Certification of services by VBH is not in and of itself a guarantee of a Member’s eligibility or of payment under the Plan.

Section 2.5 **Professional Standards.** Facility shall render Covered Services in cooperation with VBH standards and procedures (as described in VBH Provider Manual); in accordance with generally accepted medical standards and all

applicable laws and regulations; and pursuant to the same standards as services rendered to Facility's other patients. Facility shall not discriminate against any Member on the basis of race, color, gender, sexual orientation, age, religion, national origin, handicap, health status, or source of payment in providing services under this Agreement.

Section 2.6 **Emergency Services.** Facility shall provide Emergency services to any Member at the time that a need for Emergency services arises. In Emergency situations, Facility shall contact VBH within twenty-four (24) hours, or such longer period as permitted by state law, after a Member presents for treatment. Pre-Certification for psychiatric hospitalization is not required for Members experiencing a medical Emergency if such Member's condition meets VBH's utilization management criteria for acute inpatient care.

Section 2.7 **Cooperation with VBH Policies and Programs.** Facility agrees to participate in and cooperate with VBH's referral, quality improvement, quality assurance, utilization management standards and procedures, and the statement of Members' rights and responsibilities which are contained in the VBH Provider Manual. As specified in the Provider Manual, Facility may be subject to actions referenced in Section 8.0 herein for failing to cooperate with VBH's policies and procedures. In particular, Facility agrees not to refer any Members to another mental health provider or Facility for Covered Services without Certification pursuant to VBH's referral procedures, except in an Emergency where Facility cannot provide the needed service. Certain services rendered by Facility and Providers will be designated by VBH or Payor as requiring prior Certification of VBH or Payor in order for Facility to be entitled to reimbursement for rendering such Covered Services to Members. Facility agrees to verify, according to VBH's administrative procedures, that it has received such prior Certification before it or its Practitioners render such services to Members. Notwithstanding any determination by VBH regarding compensation of Facility, Facility shall always exercise its best medical judgment in the treatment of Members.

Section 2.8 **Compliance by Practitioners.** Facility shall ensure that each of Facility's Practitioners provide Covered Services to Members in compliance with the terms hereof, and that all Practitioners have been made aware of, each term of this Agreement. Facility further agrees and shall use its best efforts to ensure that neither Facility nor any of its Practitioners shall bill VBH, Payor or Member separately for Practitioner's services when they are included in the Reimbursement Schedule. If the Practitioner services are excluded from amounts paid to the Facility directly, reimbursement(s) paid directly to the Practitioner should be considered a comprehensive payment pursuant to VBH professional fee schedule(s).

Section 2.9 **Grievance Process.** Facility agrees to cooperate with VBH's complaints and grievances processes (as stated in the Provider Manual) maintained to fairly and expeditiously resolve Members or Facility's concerns pertaining to: (i) any service provided by VBH; (ii) issues related to this Agreement; and/or (iii) to allow a Member or Facility to appeal a determination that a service was not Medically Necessary. Facility agrees to cooperate with VBH procedures, and those of the Clients' Plan, to resolve any complaints by Members regarding Facility or Practitioner's services.

Section 2.10 **Use of Name.** During the term of this Agreement, Facility agrees to allow its name, addresses, telephone numbers, services and other similar information to be published as a Participating Provider, which may be included in various Payor and VBH's marketing materials.

3.0 CLAIMS AND PAYMENT

Section 3.1 **Compensation Amounts and Responsibility.** VBH shall enter into contractual agreements with Payors obligating Payors to compensate Facility for Covered Services rendered by Facility to Members. Such compensation shall be at the rates specified in the Reimbursement Schedule and shall be made to Facility within ninety (90) days of Facility's filing of a Clean Claim pursuant to Section 3.2 of this Agreement. Payments of amounts specified in the Reimbursement Schedule (including any applicable Copayments) shall constitute payment in full for Facility's provision of Medically Necessary Covered Services to Members. Facility understands that such compensation shall be paid by Payors, not by VBH, and that, except where VBH has specifically contracted to function as a Payor for Covered Services, Payor and not VBH shall be financially responsible for compensation of Facility. Where VBH is functioning as a Payor, Clean Claims shall be paid within thirty (30) days of receipt by VBH. And, as more fully set forth in Section 3.4 below, Facility agrees that under no circumstances shall Facility seek payment for Covered Services provided to Members other than for applicable Copayments or deductibles as authorized under the Member's benefit Plan. Notwithstanding the foregoing, the compensation paid Facility hereunder shall be the lesser of rates in the

Reimbursement Schedule or Facility's billed charges for Covered Services. Should VBH overpay Facility for Covered Services rendered, VBH requires that (i) Facility cooperate in the efforts to recover overpayments made and (ii) allow VBH to offset any outstanding claims payment with amounts owed to VBH as a result of overpayments. Once VBH has Certified a proposed Covered Service as Medically Necessary: VBH shall not (i) later reverse this Medically Necessary determination for services previously Certified, nor (ii) deny payment for those same services based solely on Medical Necessity.

Section 3.2 **Claims.** Facility agrees to file claims for Covered Services in the form and manner required by VBH as specified in the Provider Manual (herein referred to as a "Clean Claim") such that they are received within ninety (90) days of the rendering of such services. Facility understands that Payors shall not be responsible for payment of claims for Covered Services not received as Clean Claims within ninety (90) days of the rendering of such services, unless Facility can demonstrate to Payor's satisfaction that there was a good cause for such delay. Facility agrees to cooperate with VBH in providing any information reasonably requested in connection with claims and in obtaining necessary information relating to coordination of benefits, subrogation, verification of coverage, and health status. Facility shall submit an explanation of benefits along with the initial claim within ninety (90) days from the date of disposition from the other insurance carrier when coordination of benefits exists. All billings by Facility will be considered final unless adjustments are requested in writing by Facility within ninety (90) days after receipt of payment explanation from VBH on behalf of Payor. Reimbursement is based upon: (i) obtaining Certification for services; and (ii) Member's eligibility at the time of service.

Section 3.3 **HMO and Product of Insurance Claims.** For Members covered under a Health Maintenance Organization or policy of insurance, Facility agrees to file Clean Claims such that they are received within ninety (90) days of the rendering Covered Services. Facility shall submit claims to VBH on a UB-92 form for hospital services and a CMS 1500 form for physician services, as set forth under The Pennsylvania Quality Health Care Accountability and Protection Act (Act 68). Facility understands that Payors shall not be responsible for payment of claims for Covered Services not received as Clean Claims within ninety (90) days of the rendering of such services, unless Facility can demonstrate to Payor's satisfaction that there was good cause for such delay. Licensed insurers and managed care plans shall pay Clean Claims and the uncontested portions of a contested claims under subsection (d) submitted by a health care provider for services provided on or after January 1, 1999, within thirty (30) days of the licensed insurer's or managed care plan's receipt of the claim from the health care provider. The prompt payment provision applies only to claims submitted under health policies, excluding areas such as automobile and worker's compensation policies. A claim is considered paid on the date a check is issued to Payor, or on the date an electronic transfer of funds to the Facility occurs.

Section 3.4 **Coordination of Benefits.** Facility agrees to cooperate with VBH in providing any information reasonably requested in connection with claims and in obtaining necessary information relating to coordination of benefits, subrogation, verification of coverage, and health status. Facility agrees to make reasonable efforts to determine if Members have insurance or other health care coverage other than through Payor, and will promptly report any duplicate coverage to VBH. Facility also agrees to notify VBH promptly in the event it provides services in connection with work-related injuries, motor vehicle accidents, or other occurrences that may involve third-party liability. Facility further understands and agrees that the coordination of benefit rules of the applicable Payor's Plan will determine payment to Facility and that, in no event, shall a Payor be obligated to pay Facility any portion of a secondary payment whereby the sum of the primary payment, plus the secondary payment, exceeds the compensation specified in the Reimbursement Schedule. Nothing contained herein, however, shall restrict or otherwise affect Facility's rights or obligations with respect to third-party payors other than Payor.

Section 3.5 **No Balance Billing.** Facility agrees that in no event, including, but not limited to nonpayment by VBH or Payor, insolvency of VBH or Payor, or breach of this Agreement, shall Facility bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against, a Member, subscriber, enrollee person to whom health care services have been provided, or person acting on behalf of the Member, for whom health care services were provided pursuant to this Agreement. Copayments and/or deductibles are not applicable to the Pennsylvania HealthChoices Medicaid population. Facility agrees that: (i) this provision supersedes any oral or written contrary agreement previously entered into between Facility and Member or anyone acting on their behalf; and (ii) Facility shall abide by the terms of this provision in the event of non-payment by VBH or Payor for any reason, including, but not limited to voluntary or involuntary bankruptcy proceedings involving VBH or Payor. In the event that Facility violates this provision, VBH shall have the right to take any action it deems appropriate including, but not limited to, offsetting Facility reimbursement or legal action. Facility agrees that it

will be responsible for paying for any legal or other expense incurred by VBH related to such action and that VBH will also have a right to offset any such surcharges or expenses against any other payments that may be due under this Agreement.

Section 3.6 **Non-Certified Services.** In the event that Facility fails to secure Certification from VBH for services that are included in the Member's Plan, the Member shall not be held liable for the cost of such services. In the event that VBH notifies Facility that: (i) proposed treatment or services for a Member will not be Certified; or (ii) treatment or services for a Member which had previously been Certified will no longer continue to be Certified, Facility may initiate an appeal of such non-Certification by following VBH's grievance procedure as specified in the Provider Manual. Facility must inform the Member of the VBH grievance process.

4.0 CREDENTIALING, LICENSURE AND INSURANCE

Section 4.1 **Facility Credentialing.** Facility shall participate in and cooperate with VBH credentialing program, including all applicable laws, licensure requirements, and standards of professional conduct, and represents and warrants that all information submitted by Facility to VBH in connection with such credentialing program is true, complete, and accurate. Facility shall notify VBH in writing immediately of any material change in such information. In the event Facility is in possession of documents concerning a claim, suit, criminal or administrative proceeding that has been brought against Facility relating to: (i) services provided to Members; or (ii) the quality of services provided by Facility; or (iii) Facility's compliance with community standards and applicable laws and regulations, then Facility shall notify VBH of such claims, suit or proceeding within ten (10) business days. Facility acknowledges that this Agreement may be terminated, or its participation in VBH network may be suspended for any failure of Facility to remain in continuous compliance with VBH credentialing standards.

Section 4.2 **Licensure.** Facility represents and warrants: (i) that it is currently licensed under applicable state and local law; (ii) that Facility, if applicable to its status, is accredited by the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), Commission on Accreditation of Rehabilitation Facilities (CARF) or the American Osteopathic Association (AOA); and (iii) that it will maintain said accreditation and all other licensure required by law during the term of this Agreement. Evidence of such licensure, certifications and accreditations shall be submitted to VBH in a timely manner upon VBH's reasonable request. Facility shall promptly notify VBH in writing of:

- a. Any action against any of its licenses and, in Facility's case, its accreditation by JCAHO, CARF, AOA or any successor thereof;
- b. Any changes in its ownership or business address;
- c. Any legal or government action initiated that could materially affect the rendering of services in connection with this Agreement;
- d. Any legal action commenced or threatened to be commenced by or on behalf of a VBH's Member against Facility;
- e. Any initiation of bankruptcy or insolvency proceedings with regard to Facility whether voluntary or involuntary;
- f. Any other occurrence known to Facility that could materially affect the rendering of services in connection with this Agreement.

Section 4.3 **Admitting/Staff Privileges.** Practitioners admitting Members to, and rendering care to Members in Facility, shall be members in good standing of Facility's medical staff and subject to all Facility medical staff rules and regulations including, without limitation, Facility's quality assurance review program. It is expressly understood by the parties hereto that Facility has the sole and exclusive responsibility for all medical staff membership determinations and that VBH shall in no way participate in and/or control the medical staff membership decision-making process.

Section 4.4 **Insurance.** Facility shall procure and maintain such policies of comprehensive general liability insurance, as are reasonably necessary to insure it, its employees and agents against any claim or claims for damages arising out

of personal injuries or death occasioned directly or indirectly in connection with the provision of any service provided hereunder, the use of any property and facilities provided by it, or its employees or agents, and activities performed by it, or its employees or agents, in connection with this Agreement. Facility shall maintain professional liability insurance or self-insured trust coverage in an amount of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate, unless VBH waives such requirement in writing. An actuarially sound program of self-insurance that has been accepted in writing by VBH may be used to satisfy the insurance requirements specified in this insurance coverage provision. Facility shall also: (i) supply upon reasonable request a copy of the face sheet reflecting any changes in insurance coverage prior to their effective date; (ii) supply upon reasonable request a copy of the face sheet for each annual renewal of Facility's professional liability insurance; (iii) ensure that VBH receives such face sheet within ten (10) days of each annual renewal; and (iv) ensure that VBH is notified at least thirty (30) days prior to the expiration, termination or material change to such coverage. VBH represents and warrants that it is duly licensed and/or insured to operate/conduct business as a Managed Behavioral Healthcare Organization.

5.0 RECORDS AND INFORMATION

Section 5.1 Maintaining Records. Facility shall retain all records and information related to services provided pursuant to this Agreement for the greater of: (i) the time required by applicable federal or state law; or (ii) ten (10) years from the date of service.

Section 5.2 Confidentiality and Patient Records. Facility agrees to maintain the medical and claims-related data concerning services provided to Members that Facility would maintain in the normal course of business. Upon reasonable notice and during Facility's regular business hours, VBH, its authorized representatives, and duly authorized third parties (such as governments and Payors) shall have the right to inspect and/or be given copies of medical records directly related to services rendered to Members by Facility VBH and Facility shall ensure that all of each Member's medical records shall be treated as confidential so as to comply with all state and federal laws and regulations regarding the confidentiality of patient records. Facility shall cooperate with VBH and Payor to ensure that all consents to the release of Members records are in conformity with applicable state and federal laws and regulations governing the release of records maintained in connection with mental health and/or substance abuse treatment. Facility shall also ensure that any records maintained electronically meet all applicable federal and state laws and regulations related to the storage, transmission and maintenance of such records.

Section 5.3 HIPAA Compliance. During the term of this Agreement, the parties shall take such actions and revise this Agreement as necessary or advisable to comply fully with all laws, rules and regulations applicable to the performance and discharge of such services, including without limitation to the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA") and the rules and regulations promulgated thereunder, as well as guidance issued by the United States Department of Health and Human Services (the "HIPAA Regulations").

It is understood that in the performance of its duties, VBH will obtain information about Facility's patients, and that such information may include financial data, patient information, including Protected Health Information ("PHI") (that is subject to protection and defined under HIPAA). VBH agrees to maintain in strict confidence, as required by law, all information and data relating to Facility's patients.

6.0 TERM AND TERMINATION

Section 6.1 Term Generally. The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date specified on the Execution Page of this Agreement and will renew automatically for additional one (1) year terms unless: (i) either party notifies the other party thirty (30) days prior to the renewal date that the Agreement will not be renewed; or (ii) this Agreement is terminated by either party in accordance with the termination provisions specified in this Agreement.

Section 6.2 Termination Without Cause. This Agreement may be terminated by either party for any reason upon sixty (60) days written notice to the other; provided however, that VBH shall not terminate Facility on the grounds that

Facility: (i) advocated on behalf of a Member, (ii) filed a complaint against VBH, (iii) appealed a decision of VBH, or (iv) requested a review or challenged a termination decision of VBH. VBH and Facility agree that there will be no requirement or obligation to provide a reason for exercising its right to terminate the Agreement pursuant to this provision.

Section 6.3 **Termination Upon Breach.** This Agreement may be terminated by either party effective by giving thirty (30) days written notice to the other of a breach by such other party of its obligations hereunder. Any such termination shall be effective if the other party has failed to cure the breach within thirty (30) days following receipt of such written notice.

Section 6.4 **Suspension or Termination.** Notwithstanding the foregoing, this Agreement may be terminated or suspended immediately by VBH upon the occurrence of: (i) suspension or revocation of Facility's license or credentials to provide any Covered Services it was previously licensed to provide; (ii) criminal charges related to the rendering of Covered Services being filed against Facility; (iii) the termination or lapse of the insurance requirements specified in Section 4.4 of this Agreement; (iv) failure of Facility to remain in compliance with VBH's licensure and credentialing/recredentialing standards, or (v) Facility's inaction that results in a threat to the health or well-being of a Member.

Section 6.5 **Continuation of Service.** Unless VBH advises to the contrary, Facility shall continue to provide Covered Services, at the rates and pursuant to the requirements specified in this Agreement, to Members receiving active treatment at the time of termination until the course of treatment is completed or until VBH makes reasonable and medically appropriate arrangements to have another Facility render such services.

Section 6.6 **Termination of Facility and Practitioners.** Facility agrees that if VBH requests in writing and with explanation, that a particular Practitioner will no longer render services to Members pursuant to this Agreement, Facility shall immediately comply with such request and agrees to remove such Practitioner from participating under this Agreement. Facility agrees that should VBH determine that it no longer desires to have one of the Facilities listed in Exhibit B, Facility agrees to immediately amend Exhibit B to remove such Facility from participating under this Agreement.

7.0 AMENDMENTS

Amendments. VBH may amend this Agreement by giving Facility prior written notice setting forth the terms of the proposed amendment. Facility shall then have thirty (30) days from the receipt of VBH's notice to reject the proposed amendment by written notice of rejection to VBH. If VBH does not receive such written notice of rejection within that thirty (30) day period, the proposed amendment shall be deemed accepted by and shall be binding upon Facility, effective as of the end of such thirty (30) day period. If Facility rejects a proposed amendment, either party may, in its discretion, elect to terminate this Agreement upon thirty (30) days written notice to the other party.

8.0 ACTIONS

VBH may take certain actions as described herein with regard to a Facility who fails to carry out his/her agreement to cooperate with VBH's policies and procedures contained in this Agreement and in the VBH Provider Manual. VBH, at its sole discretion, may undertake any of the following:

- Call the Facility to discuss a Facility action or incident, with such call being noted in VBH's file. VBH will send Facility educational materials regarding the action or incident.
- Notification in writing regarding a Facility action or incident, and a copy of such letter shall be included in the VBH's file. VBH will send Facility educational materials regarding the action or incident.
- Second Notification in writing regarding a Facility action or incident, after Facility previously had received a call or written notification regarding an action or incident (whether the same or different), and a copy of such letter shall be included in VBH's file. During the ninety (90) days following a Second Notification letter, Facility will continue as a member of the VBH's network, but will be surveyed closely to determine whether Facility is willing

to carry out Facility's agreement to cooperate with VBH's policies and procedures. At the end of the ninety (90) day period, the Facility shall receive a letter indicating the period has ended.

- Notification via facsimile and certified mail of suspension from VBH's network, for an action or incident deemed to be of such serious nature that it may be cause for termination of Facility from the VBH's network. A copy of the correspondence will be placed in the VBH's file. The suspension will last for a period of fourteen (14) days during which time VBH shall investigate the alleged improper action. During the suspension period, Facility will not be eligible for referrals. If it is determined that the alleged improper action has taken place, the Facility will be subject to further actions, up to and including termination from VBH's network.
- Notification via facsimile and certified mail of termination from VBH's network for an action or incident. Such termination shall be made in accordance with this Agreement. Members will be notified that Facility is no longer in the VBH's network and will be given assistance for referral to another Provider. For Members who are utilizing Facility at the time of termination, in VBH's discretion Facility shall continue to treat such Members until the course of treatment is completed, or VBH makes arrangements to have another Facility render services to Members. Facility shall be compensated in accordance with this Agreement during any continuation period.

Any disputes concerning actions undertaken pursuant to this Section shall be resolved pursuant to the dispute resolution procedures of this Agreement, however, implementation of Second Notification, suspension or termination shall not be delayed due to a grievance being filed by Facility.

9.0 MISCELLANEOUS

Section 9.1 Confidentiality. Each party or its employees or agents may, in the course of the relationship established by this Agreement, disclose in confidence to the other party certain Member information and other non-public information concerning utilization management procedures, credentialing criteria, patient treatment and/or finances, such party's earnings, volume of business, methods, systems, practices, plans and other proprietary information (collectively, "Confidential Information"). Each party acknowledges that the disclosing party shall at all times be and remain the owner of all Confidential Information disclosed by such party, and that the party to which Confidential Information is disclosed shall use its best efforts, consistent with the manner in which it protects its own Confidential Information, to preserve the confidentiality of any such Confidential Information which such party knows or reasonably should know that the other party deems to be Confidential Information. Neither party shall use for its own benefit or disclose to third parties any Confidential Information of the other party without such other party's written consent.

Section 9.2 Entire Agreement. This Agreement and Amendments thereto constitute the entire understanding and agreement of the parties hereto and supersedes any prior written or oral agreement pertaining to the subject matter hereof.

Section 9.3 Compliance with Terms. Failure to insist upon strict compliance with any of the terms of this Agreement (by way of waiver or breach) by either party hereto shall not be deemed to be a continuous waiver in the event of any future breach or waiver of any condition hereunder.

Section 9.4 Assignment. This Agreement, being intended to secure the services of the parties hereto, shall not in any manner be assigned, delegated, or transferred by either party without the prior written consent of the other party; provided, however, that VBH may assign this Agreement to any entity that controls, is controlled by, or is under common control of VBH.

Section 9.5 Legal Compliance. Each party shall comply with all applicable state and federal laws in performing its obligations hereunder and in interpreting the terms of this Agreement.

Section 9.6 Independent Contractors. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between VBH and Facility other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Facility is not an agent of VBH, and shall not hold himself/herself out as an agent of VBH. **VBH is not a provider of medical services.** Nothing in any of the contracts or

benefits documentation should be construed to imply that VBH, its officers, agents, or controlling persons are engaged in the provision of mental health or substance abuse care or the practice of the other healthcare professionals related thereto. **VBH does not control whether Facility recommends or provides any particular diagnosis, treatment or other care.** VBH does have input into whether the care provided will be paid in part or in full by the Plan, but this does not affect whether that care is rendered. Practitioner may choose to provide a particular diagnosis, care or treatment irrespective of whether it is covered by insurance. **VBH's services pursuant to the Plan should not, in any case, be deemed or understood as a recommendation, endorsement, guarantee or warranty of the professional services of Facility or of Facility's staff, agents, and employees.**

Section 9.7 Dispute Resolution Procedure. In the event Facility shall have any dispute with respect to the performance or interpretation of this Agreement, Facility agrees to attempt in good faith to resolve any matters of controversy pursuant to VBH Provider Grievance and Appeal Process (as specified in Provider Manual) prior to the initiation by Facility of any legal action or the exercise by Facility of any termination rights under Section 6.0 of this Agreement. Any disputes between the parties that cannot be resolved pursuant to VBH Provider Grievance and Appeals Process shall be resolved through binding arbitration pursuant to the Rules of the American Arbitration Association for Arbitration of Commercial Disputes. There shall be a sole arbitrator. The final decision of such arbitrator shall be enforceable in any court of competent jurisdiction.

Section 9.8 Indemnification. VBH agrees to indemnify and to hold Facility harmless from any costs, claims, judgements, losses, damages or expenses, including attorneys' fees, which Facility incurs because of the negligent acts or omissions of VBH, its employees, agents, directors, trustees and/or representatives. Facility agrees to indemnify and to hold VBH harmless from any costs, claims, judgements, losses, damages or expenses, including attorneys' fees, which the VBH incurs because of the negligent acts or omissions of Facility, its employees, agents, directors, trustees and/or representatives.

Section 9.9 No Third Party Beneficiary. This Agreement does not create any third party beneficiary rights in any person or entity, including, without limitation, any Members, Client or Payor.

Section 9.10 Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address set forth on the Execution Page of this Agreement.

Section 9.11 Survival of Provisions. The provisions set forth in Article 3.0, Article 5.0, Section 6.5, Section 9.7 and Section 9.8 shall survive the termination of this Agreement.

Section 9.12 Severability. If any portion(s) of this Agreement shall, for any reason, be invalid or unenforceable, such portions shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect; provided however, that if the invalid provision is material to the overall purpose and operation of this Agreement, then this Agreement shall terminate upon the severance of such provision.

Section 9.13 Governing Law. This Agreement shall be construed in accordance with the laws of the State or Commonwealth in which Facility is licensed.

Section 9.14 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure.

- a. Force majeure means an occurrence that is beyond the reasonable control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; terrorism; mobilization; labor disputes; civil disorders; fire; flood; lockouts; or failure or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. Force majeure shall not include the inability of either party to acquire or maintain any required insurance, bond, licenses or permits.

- b. Force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Agreement.
- c. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

[END]

ValueOptions/VBH-PA, Inc is an equal opportunity organization, which does not discriminate on the basis of race, color, sex, national origin, religion, age, disability, or veteran status in admission or access to, or treatment or employment in, its programs and activities. Applicants who may have inquiries regarding our policy and procedures should contact the National Network Development and Management Department.

EXECUTION PAGE

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement as of the dates specified.

Facility:

<i>Provider Name</i> (Please Print or Type)	
_____	_____
<i>Authorized Signature</i>	<i>Date</i>

<i>Name</i> (Please Print or Type)	

<i>Title</i> (Please Print or Type)	
Address:	

<i>Street</i>	

<i>City</i>	

Phone _____	Fax _____
TIN# _____	

Please do NOT write below this line. For VBH office use ONLY.

Value Behavioral Health of Pennsylvania, Inc.

_____	_____
<i>Authorized Signature</i>	<i>Effective Date</i>
_____	_____
<i>Name</i> (Please Print or Type)	Negotiated by:
_____	_____
<i>Title</i> (Please Print or Type)	Date
Address:	
520 Pleasant Valley Road	
Trafford, PA 15085	

EXHIBIT B

FACILITY LOCATIONS

Facility Name:

Facility Address: