

Value Behavioral Health of Pennsylvania, Inc.

PRACTITIONER AGREEMENT

This Agreement is made and entered into, by and between the individual who is identified on the Execution Page of this Agreement (“Practitioner”) 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; and

WHEREAS, Practitioner is independently licensed and/or certified to practice psychiatry or a mental health discipline (as designated on the Execution Page) in the state in which he/she provides mental health and/or substance abuse services; and

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

NOW, THEREFORE, in consideration of the mutual covenants specified in this Agreement, VBH and Practitioner 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 **“Client”** shall mean an insurance company, self-funded employer, multiple employer trust, union trust, government agency, or 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 1.3 **“Copayment”** shall mean the portion of a Practitioner’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 his/her health benefits Plan.

Section 1.4 **“Covered Services”** shall mean those mental health and/or substance abuse services that Members are entitled to receive pursuant to a Client’s Plan.

Section 1.5 **“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 1.6 **“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 1.7 **“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 1.8 **“Member”** 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, may receive Covered Services under a health benefits plan.

Section 1.9 **“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 agency 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 Practitioners for Covered Services and has notified Practitioner that it has assumed Payor status with respect to such health benefits plans.

Section 1.10 **“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 Practitioner who has agreed to a written contractual arrangement of cooperation with VBH to provide Covered Services to Members. Practitioner is not an agent of VBH, and shall not hold himself/herself out as an agent of VBH.

Section 1.12 **“Provider”** shall mean a hospital, institution, facility, program, agency, group or individual practitioner that has entered into a written contractual 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 1.13 **“Provider Handbook”** shall mean the proprietary VBH document which contains VBH Provider policies and procedures and which VBH, in its sole discretion, may amend from time to time.

Section 1.14 **“Reimbursement Schedule”** shall mean the compensation payable to Practitioner by a Payor, as payment in full, for Practitioner’s provision of Covered Services to Members. Reimbursement to Practitioner shall be as specified in Exhibit A and shall be subject to any limitations or exclusions of a Client’s Plan. Practitioner may be subject to the compensation terms set forth on more than one Reimbursement Schedule at any time if Practitioner 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’ business, Client organization or Members identified on the attached Reimbursement Schedule.

2.0 PROVISION OF SERVICES

Section 2.1 **Covered Services to be Rendered.** Practitioner agrees to provide to Members those Covered Services that are within their specialty and that are determined to be Medically Necessary under VBH’ referral, quality assurance, and utilization management procedures. Practitioner agrees to cooperate with all terms and conditions set forth in the Provider Handbook, which may be amended or supplemented from time to time. VBH will notify Practitioner in writing of additions, deletions, and modifications to the Provider Handbook. The Provider Handbook 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 Patient/Practitioner Relationship. Nothing in this Agreement shall change or alter any clinical relationship which exists or may come to exist between Practitioner and any Member(s). Practitioner shall have the same duties, liabilities and responsibilities to Members as exist generally between patient and Practitioner. Practitioner shall always exercise his/her best medical judgment in the treatment of Members, and 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 Practitioner and Members regarding available treatment options, including appropriate or Medically Necessary care for the Member. Practitioner is not an agent of VBH, and shall not hold himself/herself out as an agent of VBH.

Section 2.4 Professional Responsibility. Practitioner acknowledges that he/she has an independent responsibility to provide mental health and/or substance abuse services to Members who are his/her patients and that coverage or payment determinations by VBH or Payors in no way absolves Practitioner of its responsibility to render appropriate services to Members. Practitioner understands that VBH does not, by this Agreement or future patterns of practice, promise or guarantee any minimum volume of referrals of Members or Covered Services to Practitioner. Practitioner 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. Practitioner shall render Covered Services in a quality and cost-effective manner in recognition of VBH standards and procedures (as described in VBH Provider Handbook); in accordance with generally accepted medical standards and all applicable laws and regulations; and pursuant to the same standards as services rendered to Practitioner's other patients. Practitioner 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. Practitioner shall provide Emergency services to any Member at the time that a need for Emergency services arises. Emergency services shall be provided at clinically appropriate locations. In an Emergency, Practitioner shall contact VBH within twenty-four (24) hours 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 utilization management criteria for acute inpatient care.

Section 2.7 Compliance with VBH Policies and Programs. Practitioner agrees to participate in and cooperate with VBH referral, quality assurance, quality improvement, utilization management standards and procedures, and the statement of Members' rights and responsibilities which are contained in the VBH Provider Handbook as modified and updated from time to time. As specified in the VBH Provider Handbook, Practitioners are subject to actions for failing to cooperate with VBH policies and procedures referenced in Section 8.0 herein including, but not limited to consultation, written warning, probation, suspension or termination under this Agreement. In particular, Practitioner agrees: (i) not to refer any Members to another mental health Practitioner or emergency Practitioner for Covered Services, without obtaining Certification pursuant to VBH referral procedures, except in case of an Emergency; (ii) to comply and cooperate with any quality initiatives that are required of VBH by quality assurance committees (e.g. NCQA), accrediting bodies, Clients, governmental authorities or any other duly recognized healthcare industry organization.

Section 2.8 Admissions and Certifications. Except in Emergency situations, Practitioner must first receive advance Certification from VBH before Practitioner shall treat, admit, and/or refer Members in order to be entitled to

reimbursement hereunder. Practitioner further understands that Practitioner must again obtain Certification from *VBH* or its designee when a Member moves among levels of care. Such re-Certification is required from Practitioner even if the number of Certified sessions contained in the initial Certification has not been exhausted.

Section 2.9 Referrals and Transfers. In the event that treatment cannot be accommodated by Practitioner, Practitioner shall contact *VBH* immediately. In addition, if, after reasonable efforts, a satisfactory patient/Practitioner relationship is not established and maintained between the Practitioner and any Member, Practitioner shall contact *VBH*, or direct Member to contact *VBH*, for a referral.

Section 2.10 Grievance/Appeal Process. Practitioner agrees to, abide by, and cooperate with, *VBH*' complaints, grievance and appeal processes maintained to fairly and expeditiously resolve Member's or Practitioner's concerns pertaining to any service provided by *VBH*, and/or to allow a Member, or Practitioner to appeal a determination that a service was not Medically Necessary. Practitioners agree to cooperate with and participate in *VBH*' procedures, and those of health benefit plans of entities with which *VBH* contracts, to resolve any complaints by Members regarding Practitioner's services.

Section 2.11 Use of Name. During the term of this Agreement, Practitioner agrees to allow his/her name, addresses, telephone numbers, services and other similar information to be published as a Practitioner, which may be included in various Payor and *VBH* marketing materials.

3.0 PAYMENT FOR PRACTITIONER SERVICES

Section 3.1 Compensation Amounts and Responsibility. *VBH* shall enter into contractual agreements with Payors obligating Payors to compensate Practitioner for Covered Services rendered to Members, at the rates specified in the Reimbursement Schedule, within ninety (90) days of the filing of a Complete Claim pursuant to Section 3.2 of this Agreement. *VBH* reserves the right to clarify, supplement, or amend the rates specified in the Reimbursement Schedule. Such clarifications, supplements and amendments shall be considered an Amendment of this Agreement for which notice shall be required in accordance with Section 6.0. Practitioner 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 Practitioner. Where *VBH* is functioning as a Payor, Complete Claims shall be paid within sixty (60) days of receipt by *VBH*. Notwithstanding the foregoing, the compensation paid Practitioner hereunder shall be the lesser of the rates contained in the Reimbursement Schedule or Practitioner's billed charges for Covered Services.

Section 3.2 Claims. Practitioner agrees to file claims for Covered Services in the form and manner required by *VBH*, as defined in the Provider Handbook, (herein referred to as a "Complete Claim") such that they are received within ninety (90) days of the rendering of such services. If a claim is filed which is not a Complete Claim, then Practitioner shall be notified promptly of any additional information required. Practitioner understands that Payors shall not be responsible for payment of claims for Covered Services not received as Complete Claims within ninety (90) days of the rendering of such services, unless Practitioner can demonstrate to Payor's satisfaction that there was a good cause for such delay. Practitioner 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. Reimbursement is based on two prerequisites: (i) except in Emergency situations, obtaining Certification for services and (ii) Member's eligibility at the time of service as indicated in *VBH*' Provider Handbook.

Section 3.3 Coordination of Benefits. Practitioner 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. Practitioner 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*. Practitioner 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. Practitioner further understands and agrees that the coordination of benefit rules of the applicable Payor's Plan will determine payment to Practitioner and that, in no event, shall a Payor be obligated to pay Practitioner 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 Practitioner's rights or obligations with respect to third-party payors other than Payor.

Section 3.4 **No Balance Billing.** Practitioner agrees that he/she will hold harmless and will not seek reimbursement from Members for Covered Services provided by Practitioner, other than for a Copayment. Practitioner agrees that: (i) this provision supercedes any oral or written contrary agreement previously entered into between Practitioner and Member or anyone acting on their behalf; and (ii) Practitioner 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 Practitioner violates this provision, VBH shall have the right to take any action it deems appropriate including, but not limited to, legal action. Practitioner 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 3.5 **Non-Certified Services.** In the event that Practitioner 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. Practitioner may bill Members for services that are included the Member's Plan but that are not Certified as Medically Necessary only if Practitioner has followed the procedures set forth in this Section 3.5. In the event that VBH notifies Practitioner 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 be Certified, Practitioner may initiate an appeal of such non-Certification by following VBH's appeals procedure as specified in the Provider Handbook. If a Member wishes to continue to receive such non-Certified treatment from Practitioner after the appeals process is completed and the non-Certification decision was upheld, Practitioner must obtain Member's written consent to be financially responsible for any such non-Certified treatment or services received from Practitioner thereafter. Such Member's consent must be in writing and signed and dated, and may not be obtained until after the date that the appeals process is completed. Any prior agreement by a Member to be financially responsible for non-Certified treatment or services shall be null and void and Practitioner agrees that he/she will not attempt to enforce any such agreement.

4.0 CREDENTIALING, LICENSURE AND INSURANCE

Section 4.1 **Credentialing Program.** Practitioner shall participate with and cooperate in VBH's credentialing program, including all applicable laws, licensure requirements, and standards of professional conduct, and represents and warrants that all information submitted to VBH in connection with such credentialing program is true, complete and accurate. Practitioner shall notify VBH immediately of any material change in such information. In the event Practitioner discovers that a claim, suit, criminal or administrative proceeding has been brought against Practitioner relating to the quality of services provided to Members or relating to Practitioner's compliance with community standards and applicable laws and regulations, then Practitioner shall notify VBH of such claims, suit or proceeding within five (5) working days. Practitioner understands that this Agreement may be terminated, or his/her participation in VBH's programs may be suspended, for any failure to be in continuous compliance with VBH's credentialing standards.

Section 4.2 **Licensure.** Practitioner represents and warrants: (i) that he/she is duly licensed and/or certified as required by applicable law to provide Covered Services, and to the extent that such licensure permits the prescribing of drugs, duly certified by the United States Drug Enforcement Agency ("DEA"). Practitioner agrees to maintain such licensure and certification in good standing throughout the terms of this Agreement and that he/she will send VBH copies of all renewals of such licensure and certification in a timely manner. Practitioner shall promptly notify VBH in writing of:

- a. Any action taken against Practitioner's licensure or DEA certification;
- b. Any changes in Practitioner's demographic information;
- c. Any action causing a loss or suspension of Practitioner's staff or admitting privileges at a participating (facility) Provider or any other hospital, facility or program;
- d. Any legal or government action initiated against Practitioner which could materially affect the rendering of services in connection with this Agreement;
- e. Any legal action commenced or threatened to be commenced by or on behalf of a VBH Member against Practitioner;
- f. Any other occurrence known to Practitioner that could materially affect the rendering of services in connection with this Agreement.

Section 4.3 **Insurance.** Practitioner shall maintain, at his or her own expense and for the entire period that this Agreement is in force, policies of professional liability and general liability coverage. If Practitioner is licensed as a physician (M.D. or D.O.), Practitioner shall maintain professional liability insurance coverage in an amount of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Otherwise, Practitioner shall maintain professional liability insurance coverage in an amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. Such professional liability insurance policies shall insure a Practitioner for all claims for damages arising out of personal injuries or death occasioned directly or indirectly in connection with the provision of services in connection with this Agreement. Practitioner shall also: (i) specifically authorize his/her insurance company to send *VBH* a copy of the face sheet reflecting any changes in insurance coverage prior to their effective date; (ii) specifically authorize his/her insurance company to send *VBH* a copy of the face sheet for each annual renewal of Practitioner'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.

5.0 RECORDS AND INFORMATION

Section 5.1 **Maintaining Records.** Practitioner 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.** Practitioner agrees to maintain the medical, financial and administrative records concerning services provided to Members that he/she would maintain in the normal course of business. Upon reasonable request and during Practitioner's regular business hours, *VBH*, its authorized representatives, and duly authorized third parties (such as governmental entities or Payors) shall have the right to conduct an on-site inspection of, and/or be given copies of, records directly related to services rendered to Members by Practitioner at no additional charge by Practitioner. *VBH* and Practitioner shall ensure that each Member's medical records and personal information shall be treated as confidential so as to comply with all state and federal laws and regulations regarding the confidentiality of patient records. Practitioner shall cooperate with *VBH* and Payor to ensure that all consents of Members 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. Practitioner 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.

6.0 TERM AND TERMINATION

Section 6.1 **Term Generally.** The term of this Agreement shall commence on the Effective Date specified on the Execution Page of this Agreement and shall continue in effect for one (1) year and shall automatically renew for additional one (1) year terms, unless and until: (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 Practitioner on the grounds that Practitioner: (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 Practitioner 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 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 Practitioner's license or credentials to provide any Covered Services he/she was previously licensed to provide; (ii) upon Practitioner's indictment, arrest or conviction of a felony or any criminal charge related to the rendering of services of the type contemplated by this Agreement; (iii) the termination or lapse of the insurance requirements specified in Section 4.3 of this Agreement; (iv) Practitioner's failure to remain in compliance with *VBH*'s licensure and credentialing standards, or (v) Practitioner's action or inaction that, in *VBH*'s sole discretion,

results in a threat to the health or well-being of a Member.

Section 6.5 Continuation of Services. Unless *VBH* advises to the contrary, Practitioner 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 of this Agreement until the course of treatment is completed or until *VBH* makes reasonable and medically appropriate arrangements to have another Practitioner render such services.

7.0 AMENDMENTS

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

8.0 ACTIONS

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

- Call the Practitioner to discuss a Practitioner action or incident, with such call being noted in *VBH*' file. *VBH* will send Practitioner educational materials regarding the action or incident.
- Notification in writing regarding a Practitioner action or incident, and a copy of such letter shall be included in the *VBH*' file. *VBH* will send Practitioner educational materials regarding the action or incident.
- Second Notification in writing regarding a Practitioner action or incident, after Practitioner 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*' file. During the ninety (90) days following a Second Notification letter, Practitioner will continue as a member of the *VBH*' network, but will be surveyed closely to determine whether he/she is willing to carry out his/her agreement to cooperate with *VBH*' policies and procedures. At the end of the ninety (90) day period, the Practitioner shall receive a letter indicating the period has ended.
- Notification via facsimile and certified mail of suspension from *VBH*' network, for an action or incident deemed to be of such serious nature that it may be cause for termination of Practitioner from the *VBH*' network. A copy of the correspondence will be placed in the *VBH*' 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, Practitioner will not be eligible for referrals. If it is determined that the alleged improper action has taken place, the Practitioner will be subject to further actions, up to and including termination from *VBH*' network.
- Notification via facsimile and certified mail of termination from *VBH*' network for an action or incident. Such termination shall be made in accordance with this Agreement. Members will be notified that Practitioner is no longer in the *VBH*' network and will be given assistance for referral to a new Practitioner. For Members who are utilizing Practitioner at the time of termination, in *VBH*' discretion Practitioner shall continue to treat such Members until the course of treatment is completed, or *VBH* makes arrangements to have another Practitioner render services to Members. Practitioner 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 Practitioner.

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 or 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 Practitioner other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Practitioner 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 professions related thereto. **VBH does not control whether Practitioner 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 the care is rendered. Practitioner may choose to provide a particular diagnosis, care or treatment irrespective of whether it is covered by insurance. **VBH' 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 Practitioner or of Practitioner's staff, agents, and employees.**

Section 9.7 Dispute Resolution Procedure. In the event Practitioner has any dispute with respect to the performance or interpretation of this Agreement, Practitioner agrees to attempt in good faith to resolve any matters of controversy pursuant to VBH' Provider Grievance and Appeal Process (as specified in Provider Handbook) prior to the initiation by Practitioner of any legal action or the exercise by Practitioner of any termination rights under Section 6.3 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 Practitioner harmless from any costs, claims, judgments, losses, damages or expenses, including attorneys' fees, which Practitioner incurs because of the negligent acts or omissions of VBH, its employees, agents, directors, trustees and/or representatives. Practitioner agrees to indemnify and to hold VBH harmless from any costs, claims, judgements, losses, damages or expenses, including attorneys' fees, which VBH incurs because of negligent acts or omissions of Practitioner, 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, Clients or Payors.

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 to the last known mailing address provided by either party respectively.

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 services are rendered.

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; 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.

Practitioner:

| | |
|---|-------------------|
| <hr/> <i>Practitioner Name (Please Print or Type)</i> | |
| <hr/> <i>Authorized Signature</i> | <hr/> <i>Date</i> |
| <hr/> <i>Licensure/Discipline</i> | |
| <hr/> <i>Tax Identification Number (TIN#)</i> | |
| Address: | |
| <hr/> <i>Street</i> | |
| <hr/> <i>City</i> | |
| <hr/> <i>Phone</i> | <hr/> <i>Fax</i> |

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

Value Behavioral Health of Pennsylvania, Inc.

| | |
|-----------------------------------|-----------------------------|
| <hr/> <i>Authorized Signature</i> | <hr/> <i>Effective Date</i> |
| <hr/> <i>Name</i> | |
| <hr/> <i>Title</i> | |
| Address | |
| 520 Pleasant Valley Road | |
| Trafford, PA 15085 | |

EXHIBIT A

REIMBURSEMENT SCHEDULE

This is a sample page only. Any reimbursement schedule attached to this agreement should be titled Exhibit A.