

Beacon Group Participation Agreement

CONNECTIONS BEHAVIORAL SUPPORT TRAINING LLC
dba CENTRALITY BEHAVIOR SUPPORT TRAINING LLC

Print Name of Group

Multi-Specialty - One Office Location

Print Type of Group (i.e., (i.e., Single Specialty-One Office Location, Single Specialty – Multiple Office Locations, Multi-Specialty – One Office Location, Multi-Specialty – Multiple Office Locations, etc.)

3711 E SOUTHPORT ROAD, INDIANAPOLIS, IN 46227-7874

Print Address of Group

Kathi Katz (765) 628-7400, ext 106 kathi.katz@yourmissingpiece.com

Print Contact Person's Name, Telephone Number and E-Mail Address

46-4197524

Federal Tax Identification Number (TIN)

1912329020

NPI Number(s)

Medicaid Provider Number

Medicare Provider Number

If Group has more than one office location, please provide a complete listing of all locations with all of the above information in Exhibit A.

EFFECTIVE DATE:

(To be Inserted by Beacon Following Satisfactory Completion of Credentialing)

Centrality Behavior Support Training LLC

This Beacon Group Participation Agreement ("**Agreement**") is made and entered into, by and between Centrality Behavior Support Training LLC, a professional group practice for itself and on behalf of its employed and contracted practitioners (severally and collectively, as the context may require, "**Group**"), and Beacon, Inc. and its Affiliates (severally and collectively, as the context may require, "**Beacon**"), to be effective on the date set forth as the Effective Date on the Signature Page of this Agreement.

In consideration of the mutual promises and consideration herein, the sufficiencies of which are hereby acknowledged, the parties agree as follows:

Article I: Definitions

Capitalized terms used in this Agreement and/or in the introductory paragraphs above, all of which are hereby incorporated by reference, shall, unless otherwise defined in a Payor or Plan specific exhibit to this Agreement, have the following meanings:

- 1.1 "**AAA**" means the American Arbitration Association.
- 1.2 "**Affiliate**" means those entities and companies that are: (a) wholly owned subsidiaries of and/or share a common parent company with Beacon; and/or (b) at least thirty-three percent (33%) owned or controlled by Beacon.
- 1.3 "**Case Management**" means the case management and/or utilization management programs and processes implemented and directed by Beacon with respect to the provision of Covered Services.
- 1.4 "**Certification**" or "**Certifies** or "**Certified**" means the decision of Beacon or its designee resulting from the Case Management process to determine whether proposed or rendered treatment is Medically Necessary.
- 1.5 "**Clean Claim**" means a complete and accurate UB-04 or CMS 1500 claim form, their HIPAA compliant electronic equivalents, or their respective successor forms, along with any required substantiating documentation, submitted for mental health, alcohol and/or substance abuse services rendered to a Member which contains at a minimum the following information including, but not limited to: patient name, patient's date of birth, Member's identification number, Group's name, address and tax identification number and NPI number, date(s) and place of service or purchase, ICD-9 code(s)/CPT-4 code(s)/revenue code(s), or their respective HIPAA compliant successor code sets, services and supplies provided, and charges.
- 1.6 "**Confidential Information**" means a party's non-public information confidential and proprietary information, data, content, utilization management procedures, credentialing criteria, patient treatment and/or finances, such party's earnings, volume of business, methods, systems, practices, plans, technical and non-technical data, and other proprietary information. Confidential Information also includes information that has been disclosed to Beacon, Affiliates or their parent company by a third party and which they, individually or collectively are obligated to treat as confidential.
- 1.7 "**Covered Services**" means those Medically Necessary mental health, alcohol and/or substance abuse services for which Members are covered pursuant to a Plan and for which a Member covered thereunder is entitled.
- 1.8 "**Emergency**", unless otherwise defined in a Member's Plan, means the sudden onset of acute symptoms from a mental health or substance abuse disorder and one or more of the following circumstances are present: (a) the patient is in imminent or potential danger of harming himself or others; (b) 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 (c) 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.

- 1.9 **"HIPAA"** means the federal Health Insurance Portability and Accountability Act of 1996, including without limitation its privacy, security and administrative simplification provisions, and the rules and regulations promulgated there under, each as may be amended from time to time.
- 1.10 **"Level of Care"** means the duration, frequency, location, intensity and/or magnitude of a treatment setting, treatment plan, or treatment modality, including, but not limited to: (a) acute care facilities; (b) less intensive inpatient or outpatient alternatives to acute care facilities such as residential treatment centers, group homes or structured outpatient programs; (c) outpatient visits; or (d) medication management.
- 1.11 **"Medically Necessary"**, unless otherwise defined in the Member's Plan, means those services which are: (a) intended to prevent, diagnose, correct, cure, alleviate or preclude deterioration of a diagnosable condition (ICD-9 or DSM-IV-TR) that threatens life, causes pain or suffering, or results in illness or infirmity; (b) expected to improve an individual's condition or level of functioning; (c) individualized, specific, and consistent with symptoms and diagnosis, and not in excess of patient's needs; (d) essential and consistent with nationally accepted standard clinical evidence generally recognized by mental health or substance abuse care professionals and publications; (e) reflective of a level of service that is safe, where no equally effective, more conservative, and less costly treatment is available; (f) not primarily intended for the convenience of the recipient, caretaker, or provider; (g) not more intensive or restrictive than necessary to balance safety, effectiveness and efficiency; and (h) not a substitute for non-treatment services addressing environmental factors.
- 1.12 **"Member"** means an individual who is enrolled in a Payor Plan and eligible to receive Covered Services under such Plan.
- 1.13 **"Member Expenses"** means those copayments, coinsurance, deductible and/or other cost-share amounts due from Members for Covered Services pursuant to their respective Plan.
- 1.14 **"Non-Covered Services"** means, for purposes of this Agreement, those services, items, supplies or levels of care that are excluded from coverage under a Member's Plan or for which the Member has exhausted benefits under their Plan.
- 1.15 **"Participating Provider"** means: (a) an appropriately trained and licensed or certified individual practitioner or group of practitioners (psychiatrist, physician, psychologist, psychiatric social worker or other licensed mental health provider), hospital, institution, facility, clinic, program, or agency that has entered into a written contractual arrangement with Beacon to provide Covered Services to Members at agreed upon payment rates; and/or (b) an appropriately trained and licensed or certified individual practitioner (psychiatrist, physician, psychologist, psychiatric social worker or other licensed mental health provider) who has entered into a written contractual arrangement with a facility, group, agency, and/or clinic contracted with Beacon to provide Covered Services to Members at agreed upon payment rates.
- 1.16 **"Payor"** means the entity financially responsible for claims payments for Covered Services. Payors may include insurance companies, health maintenance organizations, preferred provider organizations, provider sponsored networks/organizations, third party administrators, provider network administrators, self-funded employer group health plans, multiple employer trusts, union trusts and government agencies.
- 1.17 **"Payor Contract"** means the written agreement between Beacon and a Payor identifying those Plans and associated administrative services related to mental health alcohol and/or substance abuse Covered Services for which Beacon is responsible and obligating Payors to pay or make funds available for payment of Clean Claims for Covered Services for their respective Plan Members.
- 1.18 **"Plan"** means any benefit plan or benefit arrangement offered and/or administered by a Payor for whom Beacon has agreed to provide services under a Payor Contract and that identifies at a minimum Covered Services for Members, any limitations and/or exclusions, and processes for appealing coverage determinations.
- 1.19 **"Practitioner"** means an appropriately trained and licensed or certified psychiatrist, psychologist, psychiatric social worker or other licensed mental health provider: (a) employed by and/or contracted with Group; (b) who is identified in Exhibit A and who will be providing Covered Services to Members under this Agreement; (c) where such individual is: (i) an employee of Group, uses the same federal tax identification number as Group, or (ii) contracted with Group, uses their individual federal tax identification number as identified in Exhibit A; and (d) for whom Group will submit claims for

Covered Services hereunder.

1.20 "**Protected Health Information**" or "**PHI**" means a Member's '*individually identifiable health information*' as defined in 45 C.F.R. §160.103 and/or applicable state law, and/or '*patient identifying information*' as defined in 42 C.F.R. Part 2.

1.21 "**Provider Handbook**" or "**Provider Manual**" means the Beacon proprietary document(s) which contains Beacon's Participating Provider policies and procedures and which Beacon, in its sole discretion, may amend from time to time. The Provider Handbook, available and accessible through the 'provider' section of Beacon's website at www.valueoptions.com, is incorporated in its entirety by reference.

1.22 "**Rate Schedule**" means the rates payable to Group by a Payor, as payment in full, for Covered Services rendered to Members. Payment to Group shall be as specified in Exhibit A and shall be subject to any limitations or exclusions of the Member's Plan. Unless otherwise expressly provided for in a Rate Schedule, reimbursements for facilities, hospitals, institutions or programs made on a per diem, per case or other global payment are all inclusive of facility fees, technical fees, and professional fees of individual and/or group Practitioners. The Rate Schedule(s) set out in Exhibit A will identify the Members and/or Plans for which they apply.

Article II: Relationship

2.1 **Independent Contractors**. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between Beacon and Group other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Except as specifically provided for in this Agreement, the parties agree that neither Beacon nor Group will be liable for the activities of the other nor their representative agents or employees, including without limitation, any liabilities, losses, damages, injunctions, lawsuits, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or government agency arising out of or related to this Agreement; however, any rights to indemnification that may be available to either party at law or in equity are not affected by execution of this Agreement.

2.2 **Group/Patient Relationship**. Nothing in this Agreement shall change or alter any clinical relationship which exists or may come to exist between Group and any Member(s). Group: (a) shall have the same duties, liabilities and responsibilities to Members as exist generally between Group and patients; (b) shall always exercise its best medical judgment in the treatment of Members; and (c) is not an agent of Beacon, and shall not hold itself out as an agent of Beacon.

2.3 **Referrals**. Group understands that Beacon does not, by this Agreement or future patterns of practice promise or guarantee any minimum volume of referrals of Members to Group by Beacon or any Payor.

2.4 **No Third Party Beneficiary**. This Agreement does not create any third party beneficiary rights in any person or entity, including without limitation Members or Payors.

2.5 **Cooperation**. The parties agree to cooperate and take such further actions and execute such other documents or instruments as necessary or appropriate to implement this Agreement.

Article III: Group Information

3.1 **Authority**. Group represents and warrants that Group is authorized to negotiate and execute participation agreements, including this Agreement, and to bind itself and all Practitioners to the terms and conditions of this Agreement. Whenever in this Agreement the term "Group" is used to describe an obligation or duty, such duty or obligation shall also be the responsibility of each individual Practitioner, as the context may require.

3.2 **Licensure**. Group represents that during the term of this Agreement and any required continuation period following its expiration or termination, Group: (a) and each Group Practitioner shall maintain licensure, certification and/or registration in good standing under applicable state laws and regulations; and (b) maintains all requisite certifications, accreditations, approvals and authorizations required under applicable laws and regulations to operate each Group office location.

Evidence of such licensure, certifications, registrations, and accreditations shall be submitted to Beacon in a timely manner upon Beacon's reasonable request. Group (on behalf of itself and its Practitioners) shall promptly notify Beacon in writing of any: (i) action against state licenses, certifications and/or registrations; (ii) action taken regarding Medicare or Medicaid program participation status, or by a review organization; (iii) any change in licensure, certification, registration, or accreditation status; (iv) changes in ownership or business address; (v) legal or government action initiated that could materially affect the rendering of services under this Agreement; (vi) legal action commenced by or on behalf of a Member against Group or a Practitioner; (vii) any compromise, settlement or judgment of a malpractice claim against Group or a Practitioner; (viii) initiation of bankruptcy or insolvency proceedings with regard to Group whether voluntary or involuntary; or (ix) other occurrence known to Group that could materially affect the rendering of services under this Agreement.

3.3 Insurance. Group agrees to procure and maintain such policies of comprehensive general liability insurance, as are reasonably necessary to insure Group, its employees, Practitioners, 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 Group, or its employees, Practitioners, or agents, in connection with this Agreement. Group shall maintain professional liability insurance coverage or self-insurance covering Group, its employees, Practitioners and agents in an amount of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate individually for Group and each Practitioner. In the event Group maintains professional liability insurance coverage on a 'claims made' basis, Group also agrees to maintain such policy in effect, or maintain appropriate 'tail coverage' following any expiration or termination of this Agreement for the time period(s) identified under the applicable state and/or federal statute of limitations law or regulation. Group shall also: (a) supply upon reasonable request a copy of the face sheet reflecting any changes in insurance coverage prior to their effective date; (b) supply upon reasonable request a copy of the face sheet for each annual renewal of professional liability coverage; (c) ensure that Beacon receives such face sheet within ten (10) days of each annual renewal; and (d) ensure that Beacon is notified at least thirty (30) days prior to the expiration, termination or material change to such professional liability coverage.

3.4 Locations. All locations identified by Group in Exhibit A that meet Beacon credentialing/re-credentialing criteria and standards and for which Group has provided written information required to Beacon under this Agreement and where care is rendered by Practitioners will be considered a part of the Beacon provider network(s) and payment for Covered Services rendered to Members at such identified office locations will be according to the Rate Schedule(s) in this Agreement.

3.5 Practitioners. Group shall require all Group Practitioners rendering Covered Services to Members under this Agreement to comply with the terms and conditions of this Agreement.

- (a) Group: (i) shall provide Beacon with a complete list of all Group Practitioners prior to execution of this Agreement, which list will include for each Group Practitioner the following minimum information: name, office location name, address and hours of operation, e-mail address, name and phone number of office contact person, and the name and address of his/her billing office and the name and phone and facsimile numbers for such billing office, and medical specialty; and (ii) taking into account the importance of an accurate listing of Group locations and that payment for Covered Services is contingent upon submission of up-to-date and accurate tax identification/NPI/government program numbers, Group shall provide Beacon with at least: (1) thirty (30) days advance written notice of a change in the tax identification number/NPI/government program number of Group and Group Practitioners; and/or (2) as much advance written notice as is commercially reasonable, but in any event at least thirty (30) days in advance of: (A) any addition or deletion of Group Practitioners; and/or (B) the closing of or change in location of a Group office location and/or any office or clinic location where Group Practitioners render services to patients.
- (b) Group: (i) represents that Group maintains written agreements with all contracted Group Practitioners; (ii) agrees that it is Group's responsibility to assure the compliance of all Group Practitioners with the terms and conditions of this Agreement; and (iii) represents and warrants that all Group Practitioners: (1) are appropriately licensed and/or certified under the laws of the state and/or states in which such Group Practitioner renders services and for which such Group Practitioner is credentialed by Beacon; (2) where such Practitioners are employees of Group, bill and submit claims for Covered Services rendered to Members using the Group's single tax identification; (3) where such Practitioners are contracted with Group, bill and submit claims for Covered Services rendered to Members using

Practitioner's individual tax identification number; and (4) will look to Group for payment for Covered Services rendered to Members under this Agreement.

- (c) To the extent a Group Practitioner is not available or on vacation, Group will coordinate call coverage. (Any "on-call" or "coverage" pay is the responsibility of Group.) Should a covering health care practitioner not be a Participating Provider, any non-emergency services rendered to Members by such non-participating covering health care practitioner must be pre-Certified by Beacon or its designee, or where applicable the Plan.
- (d) In the event of any conflict between Group agreements with Group Practitioners rendering services under this Agreement and the terms of this Agreement, this Agreement shall control with respect to Covered Services rendered to Members. Upon reasonable request and where necessary to meet regulatory and/or government contract requirements and/or where necessary to confirm payment for services rendered to Members, Group agrees to provide Beacon, and/or an authorized government agency, with access to copies of Group's written agreements with contracted Group Practitioners.
- (e) While medical residents and resident/post graduate clinicians in training are not Group Practitioners: (i) any services rendered to Members by such residents/post graduate clinicians must be under the Direct Supervision of a sponsoring physician Group Practitioner; and (ii) such residents/post graduate clinicians may not submit claims for any supervised services, and will not submit claims, and will not be identified as Participating Providers of Beacon. Direct Supervision is defined as the sponsoring physician reviewing the care, the note and cosigning the resident/post graduate clinician documentation, unless applicable law, rule, regulation or Member Plan specific provision requires otherwise.

Article IV: Beacon Information

- 4.1 Licensure.** Beacon represents that Beacon maintains in good standing appropriate licensure or certification as required by applicable state laws. Beacon will notify Participating Providers, including without limitation Group, through public notice or otherwise, of: (a) final revocation of its license or authorization to do business in the state; or (b) initiation of bankruptcy or insolvency proceedings with regard to Beacon whether voluntary or involuntary.
- 4.2 Insurance.** Beacon shall procure and maintain such policies of comprehensive and general liability insurance coverage or self-insured coverage as are reasonably necessary to ensure Beacon, its employees, officers and directors against any claim or claims for damages arising out of performance under this Agreement. Such policies shall be in amounts of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
- 4.3 Affiliates.** The joinder of Beacon's entities under the designation 'Beacon' shall not be construed as imposing joint responsibility or cross-guarantee between or among such entities. All rights and responsibilities arising in respect to individual Members and/or Covered Services rendered to individual Members shall be applicable only to Beacon or the applicable Affiliate that administers the Plan covering the Member.
- 4.4 Relationship with Payors.** Unless Beacon's contractual relationship with a Payor includes the transfer of financial risk for claims, the Payor and not Beacon is ultimately responsible for making sufficient amounts available for claims payments for Covered Services.

Article V: Participation, Policies & Procedures

- 5.1 Network Participation.** Group agrees to participate in provider networks of Beacon made available to Payors for Members covered under benefit plans offered or administered by such Payors, including without limitation commercial plans, State Medicaid/government programs, and Medicare Advantage plans, in accordance with the terms and conditions of this Agreement, and for which there is a Rate Schedule (Exhibit A) attached to this Agreement.
 - (a) Regulatory agencies periodically conduct telephonic audits by contacting Participating Providers. Group shall and shall require Practitioners to provide information and respond to questions from regulatory agencies and/or individuals or entities conducting surveys or inquiries on their behalf as to those provider networks and products/lines

of business (e.g. commercial or Medicare Advantage PPOs, commercial EPOs, commercial provider network supporting self-funded ERISA group health plans, etc.) in which Group and Practitioners participate under this Agreement.

5.2 Credentialing & Re-credentialing. Group understands that participation in Beacon's provider networks is subject to the successful completion of Beacon's credentialing and re-credentialing procedures and conformance with applicable standards. Group agrees to: (a) comply with the requirements of Beacon's credentialing program; (b) notify Beacon in writing immediately of any material change in information included in credentialing and/or re-credentialing applications submitted to Beacon or its designee. Group represents and warrants that all information included in credentialing and re-credentialing applications or otherwise upon request as part of the credentialing or re-credentialing process is true and complete. Group acknowledges that this Agreement may be terminated, or its participation in Beacon's provider networks may be suspended for any failure of Group to remain in continuous compliance with Beacon's credentialing and/or re-credentialing standards.

- (i) All Practitioners must be individually credentialed and re-credentialed in accordance with Beacon's credentialing/re-credentialing policies and procedures. This includes, but is not limited to, any newly employed or contracted Group Practitioner following execution of this Agreement.
- (ii) Group agrees that: (1) Payors may periodically conduct reasonable investigations of the licenses and background of Group and Practitioners; and (2) subject to any legal or contractual restrictions, that Beacon may provide Payors with information reasonably requested by Payors regarding the credentialing and/or re-credentialing of Group and/or Practitioners.
- (iii) Group holds harmless Beacon, its officers and directors, and members of the credentialing committee and all Payors from any liability resulting from their respective good faith use of any information about Group and/or Practitioners in the performance of credentialing and/or re-credentialing activities.

5.3 Payor Contracts & Payor Specific Provisions. Payor and/or government program specific provisions applicable only to such Payor's Members, Plans, and/or the specific government program in addition to the provisions of this Agreement, if any, are set out in Exhibits B.

5.4 Beacon's Policies, Programs and Procedures. Group agrees to comply with and upon request participate in Beacon's policies, programs and procedures and such other administrative policies and procedures as are identified in the Provider Handbook (as may be amended from time to time), and any Payor specific policies and procedures made available to Participating Providers and related to participation in such Payor's provider network(s) for their Members and any Covered Services rendered to their respective Members, including without limitation credentialing, re-credentialing, utilization management, utilization review, referral, quality assurance, quality improvement, and appeals and grievances. Except to the extent specifically provided for by applicable state and/or federal law, rule or regulation, accreditation requirement, or applicable Payor specific requirement, in the event of any conflict between the terms of this Agreement and the terms of the Provider Handbook, the provisions of this Agreement shall control. Otherwise, the terms of the Provider Handbook are in addition to the terms of this Agreement.

- (a) Group, in the course of participation in the Beacon provider network(s), supports the statement of Members' rights and responsibilities contained in the Provider Handbook.
- (b) Beacon will give Group prior notice in the same time period as made for all other Beacon's Participating Providers (thirty (30) days or such lesser period of time as required by applicable law prior to the effective date of the change) through the Beacon's Provider Newsletter, formal notice or through the Beacon's website of material additions, deletions, and modifications to the Provider Handbook. Notice to Group is notice to all Practitioners hereunder.
- (c) Group agrees to comply with the E-commerce requirements set forth in the Provider Handbook. E-Commerce is an initiative aimed at transitioning participating providers from paper-based to electronic processes for all routine transactions. These routine transactions include, but are not limited to:

- Submission of claims
- Submission of *authorization* requests
- Verification of eligibility inquiries
- Submission of re-credentialing applications
- Updating of provider information
- Electronic fund transfer
- Provider claims and *authorization* status checks

If Group does not adhere to the E-commerce requirements set forth in the Provider Handbook, authorization or claims may be delayed or denied. In addition, Beacon reserves the right to re-evaluate the participation status of participating providers who do not comply with the E-commerce requirements.

- 5.5 Quality Initiatives.** In particular, Group agrees to comply and cooperate with any quality initiatives that are required of Beacon by quality assurance committees, accrediting bodies (e.g. NCQA, URAC), Payors, and/or government agencies.
- 5.6 Notice of Proceeding.** In the event Group is in possession of documents concerning a claim, suit, criminal or administrative proceeding that has been brought against Group relating to: (a) services provided to Members; or (b) the quality of services provided by Group; or (c) Group's compliance with community standards and/or applicable laws and regulations, then Group shall notify Beacon of such claims, suit or proceeding within ten (10) business days.
- 5.7 Actions.** Beacon may take certain actions as described in the Provider Handbook with regard to a Participating Provider who fails to carry out such Participating Provider's agreement to comply with Beacon's policies and procedures, Provider Handbook and the terms of this Agreement. Any disputes concerning actions undertaken pursuant to this Section shall be resolved pursuant to the dispute resolution procedures of this Agreement, however, implementation of any second or subsequent notification(s), suspension or termination shall not be delayed due to a grievance being filed by Group.
- 5.8 Audits.** Upon reasonable written request, Group agrees that Beacon, or Beacon's designee, shall have the right to audit and reasonable access and an opportunity to examine during normal business hours, on at least forty-eight (48) hours' advance notice, or such shorter period of time as maybe imposed on Beacon by a Payor, federal or state regulatory agency or accreditation organization, the facilities, billing and financial books, records and operations of Group, Practitioners, any individual or entity performing services for or on behalf of Group, or any related organization or entity, as they apply to the obligations of Group under this Agreement. The purpose of this requirement is to permit Beacon to assure compliance by Group with all obligations, financial, operational, quality assurance, as well as other obligations of Group under this Agreement and Group's continuing ability to meet such obligations.

Article VI: Services

- 6.1 Eligibility Verification & Certification.** Beacon maintains processes or makes available access to processes for Participating Providers to: (a) verify Member eligibility; (b) where required to do so, to obtain Certification for proposed services and/or transition between Levels of Care; or (c) where not required to obtain Certification to provide notice of all inpatient admissions, which notice must be done within twenty-four (24) hours of any such inpatient admission. Group agrees to use these processes and to verify Member eligibility and obtain Certification (where required) prior to the provision of non-emergency services. Group: (i) understands that failure to obtain Certification where required for proposed non-emergency services may result in an administrative denial of any Claim submitted thereafter for lack of Certification; and (ii) in the event of an administrative denial of any Claim submitted thereafter for lack of Certification as identified above, Group may not bill, charge or otherwise seek payment or reimbursement from the Member or the Member's authorized representative.
- (a) Once Beacon has Certified a proposed Covered Service as Medically Necessary and unless the information initially provided by Group was erroneous or incomplete or initially proposed services are later modified: Beacon shall not (i) later reverse this Medically Necessary determination for services previously Certified, or (ii) deny payment for those same services based solely on Medical Necessity, unless the information provided at the time of Certification or

information in the Member's medical records or authorized plan of treatment materially differs from the services provided and documented in the Member's medical records or the plan of treatment.

- (b) Where Group is uncertain as to whether a service is covered, the Group shall make reasonable efforts to contact Beacon and obtain a coverage determination prior to advising a Member as to coverage and liability for payment and prior to providing the service.

6.2 Services. Group agrees to provide to Members Covered Services: (a) in accordance with generally accepted medical standards and all applicable laws and regulations; (b) pursuant to the same standards as services rendered to Group's other patients; (c) in a non-discriminatory manner and without regard for race, color, gender, sexual orientation, age, religion, national origin, marital status, place of residence, mental or physical disability, genetic information, health status, health plan membership or source of payment, including without limitation Medicare and Medicaid; (d) that are within the scope of Group's and/or Practitioner's respective licensure; (e) that are within the scope of services for which Group Practitioner is credentialed and/or re-credentialed; and (f) that are Medically Necessary. Emergency services should be provided in clinically appropriate locations. In Emergency situations, Group shall contact Beacon within twenty-four (24) hours or the next business day after a Member presents for treatment. Per-Certification is not required for Emergency services; however, where required by the Member's Plan Group agrees to obtain Certification or pre-authorization for post-stabilization and other services thereafter.

- (i) Group agrees, except in case of an Emergency, that Group shall coordinate all referrals with Beacon. Documentation of referrals must be noted in the patient record. If Group is required to refer a Member for services that Group is unable to provide or for services which are not within the scope of Group's licensure or certification, whether in an Emergency or otherwise, Group shall use its best efforts to refer the Member to another Participating Provider but, subject to the Member's written agreement and understanding that their respective Plan may not cover out-of-network referrals and the Member may be held financially responsible for such non-emergency out-of-network services, and subject to the Member's clinical needs, may make the referral to another appropriate provider.
- (ii) Notice of adverse determinations or denial of Certification or determination that a service is not Medically Necessary will be in accordance with applicable Plan and state and/or federal laws, rules or regulations to which the applicable Plan is subject.

6.3 Records. Group shall maintain and retain all patient care, financial and administrative records and information related to services provided pursuant to this Agreement for the greater of: (a) the time required by applicable federal or state law, or where applicable the government sponsored program; or (b) ten (10) years from the date of service.

6.4 Access. Group agrees to maintain the medical, patient care, financial and claims-related records and data concerning services provided to Members that Group would maintain in the normal course of business and in accordance with state and/or federal laws, rules and/or regulations applicable to medical and patient records. Upon reasonable notice and during Group's regular business hours, Beacon, its authorized representatives, and duly authorized third parties (such as government agencies, quality improvement organizations (QIOs and QIO-like entities), accreditation organizations, and Payors) shall have the right to inspect and/or be given copies of medical and claims related records directly related to services rendered to Members by Group. Copies of medical records requested shall be provided at no cost to Beacon or any Payor.

6.5 Non-Certified Services. Notwithstanding anything to the contrary herein, Group understands and agrees: (a) in the event that Group fails to secure Certification from Beacon where required by the Member's Plan for services that are included in the Member's Plan, the Member shall not be held liable for the cost of such services; and (b) for those services that are not Certified as Medically Necessary by Beacon, or where applicable the Payor, following submission or request by Group, Group may bill Members for such non Certified services included the Member's Plan only if Group has followed the procedures set forth in this Section.

- (a) Subject to assignment by the Member, Group may initiate an appeal on behalf of the Member following Beacon's appeals policies and procedures set out in the Provider Handbook and as provided for in the Member's Plan: (i) in the event that: (1) Group fails to secure Certification from Beacon where required by the Member's Plan for services that

are included in the Member's Plan; or (2) Beacon notifies Group that: (A) a proposed treatment or services for a Member will not be Certified; or (B) treatment or services for a Member which had previously been Certified will no longer continue to be Certified.

- (b) Prior to seeking payment from a Member for any services not Certified (whether due to Group's failure to secure Certification where required or as determined by Beacon, or where applicable Payor or Payor's designee), Group shall first exhaust all appeals of any Certification or authorization denial; and thereafter Group shall: (i) advise the Member that the service or services are not Certified and will not be covered or paid for by Beacon or the Payor; and (ii) obtain written acknowledgment from the Member that the Member is and will be financially responsible for all costs of such services not Certified.

6.6 Outpatient Treatment Reports & Payment for Outpatient Covered Services. Where Certification or prior-authorization is required for outpatient services by a Member's Plan, or when requested by Beacon, Group shall complete and sign the Beacon outpatient treatment report and supply other requested substantiating documentation related to continued treatment authorization requests and/or Claims submitted for outpatient Covered Services. Regardless of any provision to the contrary, failure to complete the outpatient treatment report where required by the Member's Plan and/or failure to respond to a request from Beacon for completion of an outpatient treatment report and/or other substantiating documentation may result in denial of Claims submitted for such outpatient services.

6.7 Appeal Process. Group agrees to: (a) cooperate with Beacon's complaints, grievances and appeal processes (as stated in the Provider Handbook) maintained to: (i) fairly and expeditiously resolve Members' or Participating Providers' concerns; (ii) resolve any complaints by Members regarding Group or Practitioner's services; and (b) exhaust all Beacon and/or Payor complaint, grievance and/or appeal processes available prior to: (i) pursuit of any available legal or equitable remedies, including without limitation pursuit of any alternative dispute resolution pursuant to the provisions of Article X below; and/or (ii) seeking payment from a Member for any services not Certified as provided for in Section 6.5(b) above and/or for any Non-Covered Services as provided in Section 7.4(2) below. Regardless of any provision to the contrary, the parties understand and agree that the determination of Member eligibility, what is a Covered Service, and appeal rights for Members shall be pursuant to and in accordance with the applicable Member Plan.

6.8 Treatment Options. The parties acknowledge and agree that: (a) nothing contained in this Agreement is intended to interfere with or hinder communications between Group/Practitioner and Members regarding a Member's health condition or available treatment options; and (b) regardless of any payment or coverage determination made by Beacon or Payors, the treating provider is responsible for determining clinically appropriate treatment and services.

Article VII: Claims & Payment

7.1 Claims Submission. Group agrees to prepare and submit Clean Claims for Covered Services in the form and manner required by Beacon as specified in the Provider Handbook such that they are received within: (a) ninety (90) days of the date of service; or (b) sixty (60) days of the date of claim determination by the primary payer in instances of other health benefits coverage. Group: (i) understands that failure to submit Claims within the above noted time period(s) will be denied for lack of timely filing; and (ii) in the event of such a denial of any Claim submitted thereafter for lack of timely filing as identified above, Group may not bill, charge or otherwise seek payment or reimbursement from the Member or the Member's authorized representative. Group agrees to cooperate with Beacon in providing any information reasonably requested in connection with claims processing and in obtaining necessary information relating to coordination of benefits, subrogation, verification of coverage, and health status.

- (i) When submitting claims, Group: (1) shall use the most current coding methodologies on all forms; (2) shall abide by all applicable coding rules and associated guidelines, including without limitation inclusive code sets; and (3) agrees that regardless of any provision or term in this Agreement, in the event a code is formally retired or replaced, Group agrees to discontinue use of such code and begin use of the new or replacement code following the issue date by the appropriate coding entity or government agency. Should Group submit claims using retired or replaced codes, Group understands and agrees that Beacon, or Payors, may deny such claims until appropriately coded and re-submitted.

- (ii) Group further agrees Group will not knowingly and shall contractually require Practitioners not to bill Beacon, Payor or Member separately for Practitioner's services when they are included as a comprehensive payment in the Rate Schedule. If certain Practitioner services are excluded from amounts paid to the Group directly, payments made directly to the Practitioner should be considered a comprehensive payment pursuant to Beacon professional fee schedule(s).
- (iii) All Claim submissions by Group will be considered final, unless Group requests reconsideration of the Claim or submits a corrected Claim within sixty (60) days of receipt of a request to submit a corrected Claim, payment or denial from the Payor. Any corrected claims submitted must be identified as a corrected Claim.

7.2 Payment.

- (a) Subject to the terms of this Agreement and of the Member's Plan, payment for Covered Services rendered to Members will be made to Group: (i) by Payor within ninety (90) days of receipt of a Clean Claim submitted by Group; or (ii) by Beacon, where Beacon is functioning as a Payor, within sixty (60) days of receipt of a Clean Claim submitted by Group.
- (b) Payment: (i) for Covered Services shall be the lesser of the rates specified in the applicable Rate Schedule (Exhibit A) or Group's billed charges; (ii) for Covered Services is funded by Payors and not by Beacon, except where Beacon has specifically contracted with a client to function as a Payor for Covered Services; (iii) is based upon: (1) compliance with the terms of this Agreement; (2) the determination that the service is a Covered Service under the Member's Plan; and (3) Member's eligibility at the time of service. Payment from the Payor plus any Member Expenses collected from the Member is payment in full for Covered Services rendered. Payment or coverage determinations by Beacon or Payors shall not be construed as a directive that medically appropriate treatment be withheld.
- (c) As more fully set forth in Section 7.4 below, Group agrees that under no circumstances shall Group seek payment from Members or their authorized representatives for Covered Services other than for applicable Member Expenses as authorized by Member's Plan.
- (d) Should Beacon or a Payor overpay Group: (i) Group shall cooperate in the efforts to recover overpayments made; and (ii) Group agrees that Beacon may offset any outstanding claims payment with amounts owed to Beacon and/or the Payor as a result of overpayments.

7.3 Coordination of Benefits. The coordination of benefit rules of the applicable Payor's Plan will determine payment to Group. In no event, shall a Payor be obligated to pay Group any portion of a secondary payment whereby the sum of the primary payment, plus the secondary payment, exceeds the compensation specified in the Rate Schedule. Group agrees to cooperate with Beacon 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. Group agrees to: (a) make reasonable efforts to determine if Members have insurance or other health care coverage other than through Payor and promptly report any duplicate coverage to Beacon; and (b) notify Beacon 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. Nothing contained herein, however, shall restrict or otherwise affect Group's rights or obligations with respect to third-party payors other than Payor.

7.4 No Balance Billing. Group agrees that in no event, including, but not limited to nonpayment by Beacon or Payor, insolvency of Beacon or Payor, or breach of this Agreement, shall Group 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. This does not prohibit Group from collecting Member Expenses or: (a) fees for Non-Covered Services delivered on a fee-for-service basis to persons referenced above (provided that Group complies with Section 7.4(2) below); (b) fees for services that are not Certified provided that Group complies with Section 6.5(b) above; or (c) from recourse against Beacon or Payors. Group: (i) agrees this provision supersedes any oral or written

contrary agreement previously entered into between Group and Member or anyone acting on their behalf; and (ii) Group shall abide by the terms of this provision in the event of non-payment by Beacon or Payor for any reason, including, but not limited to voluntary or involuntary bankruptcy proceedings involving Beacon or Payor.

- (1) Group agrees that: (a) Group shall not bill Members for services which have been denied for payment because they were not submitted to Beacon in a timely fashion as required by Section 7.1 above.
- (2) Notwithstanding the above and prior to rendering any Non-Covered Services, Group: (A) shall advise the Member that the service or services are not covered; and (B) will obtain written acknowledgment from the Member that the service or services will not be covered or paid for by Beacon or the Payor and further that the Member is financially responsible for all costs of such Non-Covered Services.
- (3) This Section 7.4 and its subparts: (A) shall survive the expiration or termination of this Agreement regardless of the cause; (B) shall be construed to be for the benefit of Members; and (C) supersedes any oral or written contrary agreement now existing or hereafter entered into between Group and a Member or any person acting on such Member's behalf.

7.5 Multiple Agreements. In the event Group or any Practitioner is a party to more than one agreement with Beacon for the provision of Covered Services to Members, Group or Practitioner, as applicable, will be paid by Beacon, or where applicable the Payor, for Covered Services under the agreement selected by Beacon.

7.6 Claims Disputes. In accordance with and subject to Beacon's policies and procedures and subject to the terms of the applicable Member Plan, Group may appeal administrative Claim denials based upon lack of timely submission or lack of Certification or authorization. All such Claims payments administrative appeals must be made in writing to Beacon within sixty (60) days of the date of payment.

Article VIII: Term & Termination

8.1 Term. 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 and until: (a) either party notifies the other party sixty (60) days prior to the renewal date that the Agreement will not be renewed; or (b) this Agreement is terminated by either party in accordance with the termination provisions specified in this Agreement.

8.2 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 Beacon shall not terminate Group on the grounds that Group: (a) advocated on behalf of a Member, (b) filed a complaint against Beacon, (c) appealed a decision of Beacon or (d) requested a review or challenged a termination decision of Beacon. Beacon and Group 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 unless same is otherwise specifically required by applicable law or regulation.

8.3 Termination With Cause. This Agreement may be terminated by either party effective by giving sixty (60) 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 the first thirty (30) days following receipt of such written notice to the reasonable satisfaction of the non-breaching party.

8.4 Suspension or Termination. Notwithstanding the foregoing, this Agreement and/or an individual Practitioner's participation under this Agreement, as applicable, may be terminated or suspended immediately by Beacon upon the occurrence of: (a) suspension, revocation, condition, expiration or other restriction of license, credentials or certification; (b) criminal charges related to the rendering of health care services being filed; (c) the termination or lapse of the insurance requirements specified in Section 3.3 above; (d) failure to remain in compliance with Beacon's licensure and credentialing/re-credentialing standards; (e) debarment, suspension or exclusion from participation in any federal or state government sponsored health program, including without limitation Medicare or Medicaid; (f) a determination of fraud; (g) a threat to the health or well-being of a Member; or (h) if Beacon becomes aware of prior license/certification sanctions against or unsatisfactory malpractice history of Group or an individual Practitioner. Beacon may suspend referrals to and/or reassign Members from Group and/or a particular Practitioner pending investigation of the alleged occurrences of

the events listed in this Section and Beacon shall notify Group or the Practitioner, as applicable, in writing of same. Further, Beacon may terminate this Agreement immediately upon written notice to Group in the event that: (i) there is a change in control in Group or new owner or ownership is not acceptable to Beacon; and (ii) Group engages in or acquiesces to any act of bankruptcy, receivership or reorganization.

- 8.5 Practitioner/Group/Location Exclusion from Participation.** Group agrees that if Beacon requests in writing and with explanation that a Practitioner no longer render services to Members pursuant to this Agreement, Group shall immediately comply with such request and agrees to remove such Practitioner from participation under this Agreement. Group agrees that should Beacon determine that it no longer desires to have one of Group's and/or a Group Practitioner's office locations identified in Exhibit A participate under this Agreement, Group will immediately remove such location from participation under this Agreement.
- 8.6 Payor Termination.** The parties agree that a Payor may terminate Group's and/or a Practitioner's participation in such Payor's provider network(s) and their status as a participating provider with Payor upon at least sixty (60) days prior written notice to Beacon and Group containing the reason for the proposed termination in the event of the following: (a) the occurrence of an event that renders Group or Practitioner, respectively, unable to provide services as required under this Agreement; (b) Payor determines Group or the Practitioner, respectively, does not satisfy criteria for participation as a Payor participating provider, including without limitation criteria related to quality of care, utilization management, billing practices or failure to cooperate with re-credentialing processes; or (c) Payor determines that Group or a Practitioner, respectively, fails to comply with the terms of this Agreement as they apply to services to Payor's Members, and Group and/or Practitioner fails to cure such non-compliance during the above noted sixty (60) day notice period.
- 8.7 Application.** Regardless of any provision to the contrary, Group understands and agrees that termination of this Agreement for any reason shall simultaneously terminate Group's and all Practitioners' participation, through Beacon, in the Plans of all Payors. Group agrees that Beacon will notify each Payor of the termination of Group from the Beacon provider network(s).
- 8.8 Continuation of Service.** Unless Beacon advises to the contrary, Group shall continue to provide Covered Services, at the rates and pursuant to the requirements specified in this Agreement, to Members in an inpatient status or receiving active treatment at the time of expiration or termination until discharge for inpatient Covered Services and until the course of treatment is completed or until Beacon makes reasonable and medically appropriate arrangements to have another Participating Provider render such. In the case of Members receiving inpatient service, on-going treatments shall include Medically Necessary post-discharge ambulatory services. Payment for Covered Services hereunder shall be in accordance with the applicable Rate Schedule in Exhibit A.
- 8.9 Transition.** Upon notice of non-renewal or termination of this Agreement for any reason, Group agrees to reasonably cooperate with Beacon and Payors to enable and support the transition and/or transfer of Members under the care of Group to other Participating Providers.
- 8.10 Audits & Investigations.** To the extent Beacon and/or a Payor commenced an audit or investigation prior to the effective date of expiration or termination of this Agreement, Group agrees to continue to cooperate with such audit or investigation and to provide access to documents and records reasonably requested in the course of such audit or investigation.

Article IX: Governing Law and Compliance

- 9.1 Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions and except to extent preempted by applicable federal laws or regulations.
- 9.2 Legal Compliance.** The parties agree to comply with all applicable state and/or federal laws, rules and/or regulations. The alleged failure by either party to comply with applicable state and/or federal laws, rules or regulations shall not be construed as allowing either party a private right of action against the other in any legal or administrative proceeding in matters in which such right is not recognized by such law, rule or regulation.

- 9.3 State Government Sponsored Plans and Programs.** In addition to the terms and conditions of this Agreement, provisions related to Covered Services rendered to Members covered under Medicaid Plans and such other state government sponsored plans and/or health benefit programs are set out in Exhibits B.
- 9.4 Medicare Advantage Plans.** In addition to the terms and conditions of this Agreement, provisions applicable to Covered Services rendered to Members covered under Medicare Advantage Plans are set out in Exhibits B.
- 9.5 Excluded Individuals/Entities.** Group and Beacon respectively represent that neither is nor knowingly employs or contracts with individuals or entities excluded from or ineligible for participation in any government sponsored health care program.
- 9.6 Confidentiality of Member Records.** The parties agree to: (a) have and implement procedures designed to preserve the privacy and confidentiality of Member records; and (b) maintain, retain, use and/or disclose such Member records and any Protected Health Information in accordance with HIPAA, 42 C.F.R. Part 2 as related to alcohol and/or substance abuse services and/or records, and all applicable other federal and state laws, rules and regulations regarding the confidentiality, privacy and/or security of Protected Health Information and/or medical/behavioral health/alcohol-substance abuse records and any patient consent required there under. Group shall cooperate with Beacon and Payors 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. Group 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.
- 9.7 Regulatory Access.** Group medical records, encounter data, and financial information shall be open to inspection upon request, during normal business hours by state and federal regulators with jurisdiction over Payors, Beacon and/or the Group, including the U.S. Department of Health and Human Services, the Comptroller General of the United States, the State Superintendent of Insurance, and/or other authorized state or federal regulatory agencies or entities, or their duly authorized representatives to the extent required by law. This provision shall survive expiration or termination of the Agreement, regardless of the cause.
- 9.8 Physician Incentive Plans.** Any incentive plans between Beacon and Group and/or between Beacon and physicians, practitioners, providers and/or facilities employed or owned by and/or contracted with Group to render services to Members under the Agreement shall be in compliance with applicable state and federal laws, rules and regulations, including without limitation 42 C.F.R. §§417.479 and 434.70. Upon request, Group agrees to disclose to Beacon and Payors the terms and conditions of any 'physician incentive plan' as defined by applicable state or federal law or regulation. Each party represents that no specific payment will be made directly or indirectly to a physician or physician group as an incentive or inducement to limit Medically Necessary Covered Services furnished to a Member. This requirement shall be contained in any subcontract of this Agreement between Group and Practitioners.
- 9.9 Reporting.** Upon reasonable request, Group agrees to provide Beacon and Payors with timely access to records, reports, clinical information and/or encounter data in the format required to meet obligations under contracts with any government agency sponsoring or overseeing Plans covered under this Agreement.

Article X: Dispute Resolution

- 10.1 Unresolved Disputes.** Beacon and Group agree to attempt to resolve any disputes arising with respect to the performance or interpretation of this Agreement promptly by negotiation between the parties. Prior to submission of any unresolved disputes to binding arbitration and/or pursuit of any termination of the Agreement pursuant to the provisions herein, Group agrees to use available Beacon's administrative review and/or grievance and appeal procedures as specified in the Provider Handbook.
- (a) In the case of a dispute concerning Beacon credentialing or re-credentialing of Group, or a dispute arising out of Beacon's implementation of any requirements imposed upon Beacon or Group by a Payor, the decision of the respective Beacon internal grievance system shall be final and binding on Group. Group shall not maintain any action against Beacon, or its shareholders, officers, directors, agents or committee members, to seek financial or other

compensation for any damages arising out of the Beacon's ministerial implementation of a Payor's credentialing determination.

- (i) The parties agree that the exclusive remedy for unresolved disputes between the parties under this Agreement, including without limitation a dispute involving interpretation of any provision of this Agreement, questions regarding application and/or interpretation of applicable state and/or federal laws, rules or regulations, the parties' respective obligations under this Agreement, or otherwise arising out of the parties' business relationship, shall be resolved by binding arbitration as provided for below.
- (ii) The party initiating binding arbitration shall provide prior written notice to the other party identifying the nature of the dispute, the resolution sought, the amount, if any, involved in the dispute, and the names and background of at least two (2) potential arbitrators. The submission of any dispute to arbitration shall not adversely affect any party's right to seek available preliminary injunctive relief.
- (iii) Any arbitration proceedings shall be held in a mutually agreed upon location in Virginia in accordance with and subject to the Commercial Arbitration Rules of the AAA then in effect, or under such other mutually agreed upon guidelines and before a single arbitrator selected by the parties. Discovery shall be permitted in the same manner, types and times periods provided for by the Federal Rules of Civil Procedure. To the extent the parties are unable to agree upon an arbitrator, the parties agree to use an arbitrator selected by the AAA from a list of arbitrators chosen by the parties as individuals with knowledge and expertise in the area or issue in dispute.
- (iv) The arbitrator: (1) may construe or interpret but shall not vary or ignore the terms of this Agreement; (2) shall be bound by applicable state and/or federal controlling laws, rules and/or regulations; and (3) shall not be empowered to certify any class or conduct any class based arbitration or award punitive or consequential damages. The decision of the arbitrator shall be final, conclusive and binding. Judgment upon the award rendered in any such arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for judicial application and enforcement of the award, as applicable law may require or allow.
- (v) Each party shall assume its own costs (including without limitation its own attorneys' fees and such other costs and expenses incurred related to the proceedings), but the compensation and expenses of the arbitrator and any administrative fees or costs of any arbitration proceeding(s) hereunder shall be borne equally by Beacon and Group.

Article XI: Miscellaneous

11.1 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 signature page, or at any other address of which a party has given notice in accordance with this Section. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail or the date upon which such notice is personally delivered in writing to the designated liaison person. Notice to "Group" and "Beacon" is notice to all individuals and entities under this Agreement, respectively.

11.2 Amendments. Except as provided for below, any amendment to this Agreement must be made in writing and executed by both parties. Notwithstanding the above: (a) this Agreement shall be automatically amended to comply with applicable state and/or federal laws, rules or regulations, and/or accreditation requirements to which Beacon is or may be subject; and/or (b) Beacon may amend this Agreement by giving Group prior written notice setting forth the terms of the proposed amendment. Notice to Group is notice to Group and all of its Practitioners. Group shall then have thirty (30) days from the receipt of Beacon's notice to reject the proposed amendment by written notice of rejection to Beacon. If Beacon 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 Group, effective as of the end of such thirty (30) day period. If Group 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.

11.3 Newly Acquired Persons/Entities. In the event Group acquires, through purchase, asset acquisition, merger, consolidation, or other means, or enters into a management agreements to manage other individual and/or group physician or other health care professional practices, and such other physician or other health care professional practices have in effect an agreement with Beacon to provide mental health and/or substance abuse services to Members: (a) Group will notify Beacon in advance of the effective date of such acquisition, purchase, merger, management contract or other transaction referenced herein; and (b) the parties agree: (i) that the payment rates for Covered Services contained in such other agreements shall continue to apply for such newly acquired persons and/or entities of a party for the six (6) month period following the effective date of completion of transaction and thereafter the payment rates for Covered Services rendered by such newly acquired persons and/or entities will be those payment rates included in Exhibit A of this Agreement unless the parties otherwise mutually agree in writing during the above noted transition period; and (ii) that application of this provision to any such other individual or group practice is subject to credentialing and re-credentialing of each individual health care professional and practitioner.

11.4 Assignment. This Agreement, being intended to secure the services of Group hereunder, may not be assigned, delegated or transferred by Group without the prior written consent of Beacon; provided, however, Beacon may assign this Agreement to any entity that controls, is controlled by, or is under common control with Beacon.

11.5 Use of Name. During the term of this Agreement, Group consents to the use of its name and other identifying and descriptive material in provider directories and marketing materials. Use of the Group name, logos, trademarks or service marks in public advertising shall require prior written consent of the Group. Group may use Beacon name, logos, trademarks and service marks in marketing material or otherwise, with Beacon prior written consent except that Group may without Beacon's consent, list Beacon in its standard list of contracted managed care organizations that is routinely provided to patients.

11.6 Confidentiality. Each party or their respective employees or agents may, in the course of the relationship established by this Agreement, disclose in confidence to the other party certain 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 in a manner consistent with the manner in which it protects its own Confidential Information, 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.

(a) Group agrees that at no time during or after the term of this Agreement, except as may be required to carry out or its duties and obligations hereunder, shall Group, Practitioners, or officers, directors, agents, contractors or employees of Group, without the prior written consent of Beacon, whether directly or indirectly, or for competitive or other purposes, disclose or cause to be disclosed to a third party, or make or cause any unauthorized use of: (i) any Beacon's policy manuals or other proprietary information of Beacon; or (ii) any term or condition of this Agreement, its exhibits, attachments or schedules. Nothing herein shall be construed as prohibiting or penalizing communication between Group and/or Practitioners and Members regarding available treatment options, including appropriate or Medically Necessary care for the Member.

(b) Group shall protect the confidentiality of any Payor specific confidential or proprietary information received by Group.

11.7 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.

11.8Waiver. Waiver, whether express or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. In addition, waiver of one of the remedies available to either party in the event of a default or breach of this Agreement by the other party shall not at any time be deemed a waiver of a party's right to elect such remedy(ies) at any subsequent time if a condition of default continues or recurs.

11.9Severability. 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.

11.10Entire Agreement. This Agreement and Amendments thereto constitute the entire understanding and agreement of the parties and supersedes any prior written or oral agreement pertaining to the subject matter hereof.

11.11Survival of Provisions. The provisions set forth in Sections 2.1, 2.2, 2.4, 3.2, 3.3, 3.4, 3.5, 4.3, 4.4, 5.3, 5.8, Article VI, 7.1, 7.2, 7.4, 7.5, 8.7, 8.8, 8.9, Article IX, Article X, 11.6, 11.8, 11.10, 11.11, and those provisions identified in a Payor Specific Provisions Exhibit shall survive any expiration or termination of this Agreement.

11.12Counterparts/Captions. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same Agreement. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

---Signatures Follow---

Intending to be legally bound, the parties have caused their authorized representatives to execute this Agreement effective as of the date set forth by Beacon below.

Group:
Connections Behavioral Support Training LLC
dba Centrality Behavior Support Training LLC

Beacon:

Signature *Date*

Signature *Date*

Print Name & Title

Cynthia Troxler, Vice President and General Manager
Print Name & Title

46-4197524
Federal Tax Identification Number

Address for Notice:

Address for Notice:

Beacon Health Options, Inc.
P.O. Box 41055
Norfolk, VA 23541-1055
Attn: National Provider Network Operations

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

EFFECTIVE DATE

Negotiated By:

Print Name

Title

Date Received By Beacon

Please check if included: ☐ _____ ☐ _____

Exhibit A
Office Location(s) & Practitioners, Services & Payment

I: Office Locations & Practitioners.

- (1) The following is a list of those Group and Practitioner office locations and Practitioners who are or will be rendering available Covered Services to Members under this Agreement and such information as provided for in Section 3.5 of the Agreement and identification of which Practitioners are employed by Group (E) and which Practitioners are contracted with Group (C) (in which case Group shall also include such Practitioners federal tax identification number).

---To Be Provided by Group Prior to Execution---

II: Group Services.

- (1) All Behavioral Health Services: (a) available from Group and/or Practitioners pursuant to their respective licensure or certification; (b) for which Group and/or Practitioners have been credentialed pursuant to Beacon's credentialing/re-credentialing policies and procedures; and (c) for which there is a corresponding payment rate herein.

III: Rate Schedules & Payment.

- (1) The parties agree that:
 - (a) Payment amounts for Covered Services shall be in accordance with the Rate Schedule(s) attached hereto and incorporated herein by reference;
 - (b) The date of receipt of a claim is the date Beacon, or Payor, receives the claim, as indicated by its date stamp on the claim;
 - (c) The date of payment is the date of the check or other form of payment;

Exhibit B
Payor/Government Program/State Specific Provisions

- I: Group acknowledges and agrees that the provisions set out in the attached Exhibits B-1, B-2 and on, each of which are incorporated herein by reference, apply solely with respect to Members of the identified Payor and/or government sponsored health benefit program, and/or solely with respect to Plans subject to identified State laws and regulations.

Exhibit B-1
Medicare Advantage Provisions

This Exhibit contains additional provisions applicable to Covered Services rendered to MA Members (as defined below) covered under Medicare Advantage ("MA") Plans (as defined below). In the event of any conflict between the provisions of the Agreement and this Exhibit, the provisions of this Exhibit control as related to services rendered to MA Members.

The Centers for Medicare and Medicaid Services (CMS) requires that specific terms and conditions be incorporated into the agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108- 173, 117 Stat. 2066 ("MMA"); and

Except as provided herein, all other provisions of the Agreement between Beacon Health Options, Inc. or one of its affiliates, as applicable ("Beacon") and Provider not inconsistent herein shall remain in full force and effect. This Exhibit shall supersede and replace any inconsistent provisions to such Agreement, to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

NOW, THEREFORE, the parties agree as follows:

Definitions:

Centers for Medicare and Medicaid Services ("CMS"): the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an MA Organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period: the final term of the contract between CMS and the Medicare Advantage Organization.

First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with an MA Organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

Medicare Advantage ("MA"): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Organization ("MA Organization"): a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

MA Plan: one or more plans in the MA program offered or administered by an MA Organization and covered under the MA Organization's contract with Beacon.

Member or Enrollee: a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.

Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related entity: any entity that is related to the MA Organization by common ownership or control and (1) performs some of the MA Organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA Organization at a cost of more than \$2,500 during a contract period.

Required Provisions:

Provider agrees to the following:

1. **Record Retention and Audit Rights.** Provider agrees to retain any books, contracts, records and documents related to the MA Organization's contract with CMS for a period of ten (10) years from the final date of the contract period or the completion of any audit, whichever is later. Provider agrees to comply with any document requests by the MA Organization pursuant to an audit or to monitor Provider's compliance with the terms of the Agreement or this Exhibit. Provider will provide these documents to Plan without charge. [42 CFR §§ 422.503(b)(4)(vi)(F) and 422.504(d), 422.504(e)(2)]. HHS, the Comptroller General, or their designees have the direct right to audit, evaluate, collect and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation) of the first tier, downstream, and entities related to CMS' contract with MA Organization through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA Organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]
2. **Confidentiality.** Provider will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]
3. **Beneficiary Protections.** Enrollees will not be held liable for payment of any fees that are the legal obligation of the MA Organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
4. **Dual Eligible Beneficiary Protections.** For all Enrollees eligible for both Medicare and Medicaid, enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Providers will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. Provider may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Providers will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
5. **Compliance with MA Organization's Contractual Provisions.** Any services or other activity performed in accordance with a contract or written agreement by Provider are consistent and comply with the MA Organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]
6. **Exclusion/Debarment Screening.** The Provider agrees to: a) screen any prospective, potential or actual new employee, volunteer, consultants, or governing body member prior to hire or contract, and monthly thereafter

against the List of Excluded Individuals and Entities (LEIE), Excluded Parties List Service (EPLS), and excluded individuals posted by the OMIG on its Website; b) disclose immediately to Beacon all exclusions and events that would make them ineligible to perform work related, directly or indirectly, to federal programs; and c) immediately remove such person from any work related directly or indirectly to any federal healthcare program. Provider certifies that as of the date of this Exhibit, neither it nor any of its employees, volunteers, consultants or governing body members are currently so excluded and that it maintains full participation status in the federal Medicare program.

7. Prompt Payment Provisions. Contracts or other written agreements between the MA Organization and providers or between first tier and downstream entities must contain a prompt payment provision, the terms of which are developed and agreed to by the contracting parties. The MA Organization or Beacon is obligated to pay contracted providers under the terms of the contract between Beacon and the Provider. [42 C.F.R. §§ 422.520(b)(1) and (2)]. The prompt payment provision is set forth in the Payment section of the Agreement.
8. Compliance with Medicare Laws, Regulations and CMS Instructions. Provider and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)]
9. Accountability Provisions. If any of Beacon's activities or responsibilities under its contract with the MA Organization are sub-delegated to Provider in the Agreement, such as Provider performing credentialing functions, the following provisions shall apply:
 - (i) The delegated activities and reporting responsibilities shall be specified in the Agreement.
 - (ii) Beacon and MA Organization each reserves the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where Beacon or the MA Organization determines that Provider has not performed satisfactorily.
 - (iii) Beacon and MA Organization each retain the right to monitor the performance of the Provider on an ongoing basis.
 - (iv) Beacon and MA Organization each retain the right to: review the credentials of medical professionals affiliated with the Provider; review and approve the credentialing process; and audit the credentialing process on an ongoing basis.
 - (v) If Beacon delegates the selection of providers, contractors, or subcontractor, Beacon and MA Organization each retains the right to approve, suspend, or terminate any such arrangement.

[42 C.F.R. §§ 422.504(i)(4) and (5)]

10. Training and Reporting. Provider agrees to take any required training. Provider will take fraud, waste and abuse (FWA) training unless Provider is deemed to have met this requirement as a result of enrollment in Medicare. Required FWA training is developed and provided by CMS and is available through the CMS Medicare Learning Network at <http://www.cms.gov/MLNProducts>. In addition, effective January 1, 2016, Provider is required to take CMS general compliance program training through the Medicare Learning Network. [79 Fed. Reg. at 29853-5, 29958-59]. Both trainings must occur within ninety (90) days of initial hiring and annually thereafter. [42 C.F.R. §§ 422.503(b)(4)(vi)(C)]. Provider must maintain documentation sufficient to demonstrate that Provider fulfilled the required training. [Medicare Managed Care Manual, Chapter 21, §§ 50.3.2, 42 CFR §§ 422.503(b)(4)(vi)(A) & (C), 422.504(b)(4)(vi)(A) & (F)]. Provider agrees to report compliance or FWA concerns to CMS, the MA Organization or Beacon.
11. Payment. Regardless of any provision to the contrary, to the extent an MA Member receives Covered Services from Provider on an out-of-network basis and/or there is no specific Rate Schedule (Exhibit A) for that MA Member's MA Plan attached to this Agreement, maximum payment for any Covered Services rendered to such MA Member is limited to the lesser of one hundred percent (100%) of Medicare allowable or the amount provided for under

applicable MA laws, rules and/or regulations applicable to such MA Member's MA Plan and is subject to the terms of the MA Member's MA Plan.

12. Termination. (1) In addition to the provisions set forth in the Agreement, this Exhibit may be suspended or terminated by Beacon as to any one or more MA Organization's MA Plans immediately upon written notice if:

- (a) An MA Organization's Medicare contract is suspended or terminated for any reason;
- (b) Provider is disqualified, terminated, suspended, debarred, or otherwise excluded from or ineligible for participation under the MA program or any other state or federal government-sponsored program; or
- (c) The Agreement is terminated or not renewed.

(2) Following expiration or termination (whether due to insolvency or cessation of operations of Beacon or a given MA Organization, or otherwise) of the Agreement, Provider will continue to provide Covered Services to MA Members: (a) for those MA Members confined in an inpatient facility on the date of expiration or termination until their discharge; (b) for all MA Members through the period for which payments have been made by the CMS to the applicable MA Organization under its Medicare contract; and (c) for those MA Members in active treatment of chronic or acute behavioral health or substance abuse conditions as of the date of expiration or termination of the Agreement through their current course of active treatment not to exceed ninety (90) days unless otherwise require by subsection (b) above. The terms and conditions of the Agreement apply to such post-expiration or post-termination Covered Services. Payment for Covered Services rendered to MA Members post expiration or post-termination of this Agreement will be the fee-for-service rates set out in the applicable Rate Schedule, less any MA Member Copayments.

13. Conflict of Interest: Provider agrees to comply with MA Organization's Conflict of Interest Policy or its own Conflict of Interest Policy that complies with CMS requirements. Provider will require its governing body, officers, and senior leadership (as applicable) to sign a conflict of interest at the time of hire and annually thereafter certifying that they are free from any conflict of interest related to Medicare. [42 C.F.R. §§ 422.503(b)(4)(vi)(A)(3), 423.504(b)(4)(vi)(A)(3)].
14. Flow Down Provision: Provider shall incorporate the terms of this Exhibit into any and all subcontracts entered into delegating any of Provider's obligations under the Agreement or Addendum.
15. Reporting Support. Provider shall maintain and provide to Beacon any data, information, books, contracts, records and other documentation relating to medical costs, drug costs, quality improvement activities, claims adjudication services, and any other activity identified by Beacon or the MA Organization with which Beacon contracts that relate to the MA Organizations' medical loss ratio reporting for a contract year under Federal laws and regulations. Provider shall comply with this section for the time period required by §§ 422.2480(c) and 423.2480(c).
16. Other Support. Provider shall provide any other assistance reasonably requested by the MA Organization or Beacon in support of the MA Organization's contract with CMS or as required by law.

Medicaid & Other Government Sponsored Health Benefit Program Provisions

This Exhibit contains additional provisions applicable to Covered Services rendered to MCD Members (as defined below) covered under MCD Plans (as defined below) offered and/or administered by Payor(s). In the event of any conflict between the provisions of the Agreement and this Exhibit and subject to the provisions set out in Exhibit, the provisions of this Exhibit control as related to services rendered to MCD Members.

I: General Provisions.

- (1) Whenever in this Exhibit the term "Group" is used to describe an obligation or duty, such obligation or duty shall also be the responsibility of each individual licensed health care practitioner, facility and provider employed or owned by or under contract with Group, as the context may require.
- (2) Group agrees:
 - (a) To participate in Payors' MCD Plans in accordance with the terms of this Agreement and more specifically this Exhibit.
 - (b) Payors, in their sole discretion, may elect to develop and/or implement MCD Plans with limited or alternative provider networks in which Group does not participate.

II: Definitions. All capitalized terms not otherwise defined in this Exhibit shall have the meanings ascribed to them in the Agreement.

- (1) For purposes of this Exhibit, the following additional terms shall have the meaning set out below:
 - (a) "**MCD Member(s)**" means those designated individuals eligible for traditional Medicaid under Title XIX of the Social Security Act and applicable State rules and regulations and enrolled in a Payor MCD Plan.
 - (b) "**MCD Plan**" means one or more plans in the State Medicaid program and/or other State government agency sponsored health benefit program(s) offered or administered by a Payor and covered under Payor's contract with Beacon.
 - (c) "**Medicaid Contract**" means a Payor's contract(s) with applicable State government agencies, to arrange for the provision of health care services to certain persons enrolled in a MCD Plan.

III: Accountability & Oversight. Regardless of any provision to the contrary, Payors, or their respective designees, oversee and monitor the provision of services to their respective MCD Members on an on-going basis and Payors remain accountable and responsible for compliance with the terms and conditions of their respective Medicaid Contract, regardless of the provisions of the Agreement or any delegation of administrative activities or functions to Beacon.**IV: Compliance.** Group agrees to:

- (1) Comply with all applicable state and federal laws, rules and regulations related to services rendered to MCD Members, and applicable requirements of the Medicaid Contract, including without limitation:
- (2) Comply and cooperate with training and education given as part of a Payor's compliance plan to detect, correct and prevent fraud, waste and abuse;
- (3) Provide Beacon and/or Payors with timely access to records, information and data necessary for Payors to meet their respective obligations under their Medicaid Contracts; and
- (4) Submit all reports and clinical information required by Beacon and/or Payors that may be required by Medicaid Contract(s) and/or applicable laws and regulations.

V: Services. Group agrees to:

- (1) Make available to MCD Members those Covered Services provided by Group within the scope of his/her/its professional license, registration and/or certification as provided for in the Agreement;

- (2) Participate in and cooperate with any and all of Beacon and Payor specific policies and procedures, including but not limited to, those for quality assurance (including independent quality review and improvement organization activities), utilization review, credentialing and resolution of MCD Member appeals and grievances;
- (3) Cooperate with Payors' cultural competency plans as made available by Payors to their respective participating providers;
- (4) Comply with Payor specific programs, policies and procedures; and
- (5) Comply with and implement corrective action where necessary for that level of care within the professional practices and standards in the community and/or as established or required by Beacon or a Payor.

VI: Payment.

- (1) Subject to the terms and provisions set forth in the Agreement and this Exhibit, Beacon, Payor or Payor's designee shall pay Group for Covered Services rendered to MCD Members in accordance with the payment terms and Rate Schedule (Exhibit A) applicable to Covered Services rendered to MCD Members as set out in the Agreement. Group agrees that payments of amounts specified in the Agreement (including any applicable MCD Member Expenses) shall constitute payment in full for the provision of Medically Necessary Covered Services to MCD Members. Notwithstanding the foregoing, in the event that the amount payable to a Payor under their Medicaid Contract is decreased and a Payor's payment to Beacon is decreased, Group agrees that Beacon may amend the MCD Plan payment rates to decrease the amount payable in accordance with the terms of the Agreement.
- (2) Regardless of any provision to the contrary, to the extent a MCD Member receives Covered Services from Group under this Agreement on an out-of-network basis and/or there is no specific Rate Schedule (Exhibit A) for that MCD Member's MCD Plan attached to this Agreement, maximum payment for any Covered Services rendered to such MCD Member is limited to the lesser of one hundred percent (100%) of the applicable MCD fee schedule for the MCD Member's Plan or the amount provided for under applicable state or federal laws, rules and/or regulations applicable to such MCD Member's Plan and is subject to the terms of the MCD Member's Plan.

VII: Term & Termination.

- (1) In addition to and notwithstanding the provisions set forth in the Agreement, this Exhibit may be suspended or terminated by Beacon as to any one or more Payor's MCD Plans immediately upon written notice if:
 - (a) A Payor's Medicaid Contract is suspended or terminated for any reason;
 - (b) Group is disqualified, terminated, suspended, debarred, or otherwise excluded from or ineligible for participation under the MCD program or any other state or federal government-sponsored health program; or
 - (c) The Agreement is terminated or not renewed.

VIII: Provider-Member Communication.

- (1) Nothing under this Agreement prohibits, or otherwise restricts, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of an MCD Member who is his or her patient, for the following:
 - (a) The MCD Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered.
 - (b) Any information the MCD Member needs in order to decide among all relevant treatment options.
 - (c) The risks, benefits, and consequences of treatment or nontreatment.
 - (d) The MCD Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.