

## **GROUP PRACTICE PROVIDER AGREEMENT**

This Group Practice Provider Agreement ("the Agreement") is entered into this \_\_\_\_ day of \_\_\_\_ by and between The Trustees of the University of Pennsylvania, as owner operator of PENN Behavioral Health Corporate Services (PENN Behavioral Health) and \_\_\_\_\_ ("Group").

### **BACKGROUND:**

PENN Behavioral Health has been established in part (i) to develop and administer a network of qualified providers for the purpose of delivering comprehensive mental health and chemical dependency treatment services in a high quality and cost effective manner; and (ii) to act as Plan Administrator for Payors (hereinafter defined as Administrator) and employers to arrange for the delivery of comprehensive mental health and substance abuse treatment and ASO services (currently known as "PENNCare" and "UPHS Point of Service") by such providers to persons enrolled in the Payors' health benefits plans or the employers' Employee Assistance Programs (EAP).

Group is responsible for the clinical evaluation and treatment of individuals who are eligible for services through the Administrator's Covered Services as defined by contracts with the University of Pennsylvania, Good Shepherd Penn Partners (GSPP), and the University of Pennsylvania Health System (UPHS) and engaged in providing mental health and/or chemical dependency treatment services through physicians and other health care professionals duly licensed to provide such services in the Commonwealth of Pennsylvania, the State of New Jersey, the State of Delaware or other states as determined by the requirements of the Payor.

PENN Behavioral Health desires to arrange for Group to provide certain mental health and/or chemical dependency treatment services to individuals referred to Group by PENN Behavioral Health, and Group desires to provide such services on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and intending to be legally bound hereby, the parties hereto mutually agree as follows:

#### **I. DEFINITIONS:**

1.01 "**Clinician**" means an independently licensed health professional who is employed by Group.

1.02 "**Covered Services**" means those medically necessary mental health and chemical dependency treatment services that a Covered Person is entitled to receive pursuant to his or her Health Benefits Plan or Employee Assistance Program.

1.03 "**Covered Person**" means an individual entitled to benefits under a Health Benefit Plan or Employee Assistance Program offered by a Payor that has entered into an ASO/EAP Agreement with PENN Behavioral Health.

1.04 “**Administrator**” means PENN Behavioral Health in its authorization of treatment and benefit determination role. As administrator, PBH provides administrative and claims payment services only.

1.05 "**Health Benefits Plan**" means a plan, offered by a Payor, pursuant to which the Payor assumes the obligation to provide, pay for or indemnify against the cost of health care services for individuals enrolled in the plan in accordance with the terms, conditions and limitations of such plan.

1.06 "**Participating Hospital**" means a hospital which has entered into a contract with PENN Behavioral Health or a Payor to provide mental health and chemical dependency treatment services to Covered Persons enrolled in the Payor's Health Benefits Plan.

1.07 "**Participating Provider**" means an individual health care professional, an organization, including Group, which employs health care professionals, or a hospital or other health care facility which is a party to a current agreement with PENN Behavioral Health to provide Covered Services to Covered Persons.

1.08 "**Payor**" means a self-insured employer, multi-employer trust, union, or other entity that has the responsibility to pay for Covered Services to Covered Persons and that has entered into an ASO/EAP Agreement with PENN Behavioral Health as Administrator.

1.09 "**Physician**" means a Clinician who is a licensed doctor of medicine or osteopathy and who is employed by Group.

1.10 "**ASO/EAP Agreement**" means an agreement between PENN Behavioral Health and a Payor pursuant to which PENN Behavioral Health agrees to arrange for and coordinate the provision of Covered Services to Covered Persons and the Payor agrees to pay for such Covered Services.

1.11 "**Requirements**" means any and all (i) rules, regulations and policies adopted by PENN Behavioral Health or a Payor from time to time with respect to the administration of any ASO/EAP Agreement, including, without limitation, those governing provider qualification and termination, selection for participation in ASO/EAP Agreements, the determination of Covered Services to be provided by a provider, and credentialing, administration and grievances; and (ii) case management systems and ASO/EAP programs which may be established by PENN Behavioral Health and/or a Payor from time to time, including, without limitation, utilization review, pre-certification or pre-authorization, quality assessment, quality of care, peer and performance review, and referral systems and programs.

## II. **GROUP OBLIGATIONS**

2.01 **Obligation of Clinicians** Group shall ensure that each Clinician complies with the provisions of this Agreement. Group shall submit to PENN Behavioral Health the name of each Clinician for credentialing with Penn Behavioral Health and shall immediately notify PENN Behavioral Health in the event that Group hires or otherwise engages additional Clinicians or terminates its relationship with a Clinician. In addition, Group shall be responsible for its providers timely completion of PENN Behavioral Health's credentialing applications within 60 days of confirmation of receipt of such application. PENN Behavioral Health reserves the right to review and reject additional clinicians.

**2.02 Provision of Covered Services** Group shall provide or arrange for the provision of Covered Services to all Covered Persons referred to Group under each ASO/EAP Agreement. The Clinicians each shall provide those Covered Services that are within the scope of Clinician's license to practice and approval as a Participating Provider by each Administrator. Covered Services shall be provided in an economic and efficient manner and in accordance with all applicable standards of professional ethics and practices, the terms of relationship for each ASO/EAP Agreement in which Group participates (as referenced in Exhibit C –“Procedural Guidelines for Group Providers”) and the Requirements applicable thereto, and applicable statutes, rules and regulations. Group shall engage adequate personnel and maintain adequate facilities to enable it to provide Covered Services in accordance with this Agreement.

**2.03 Non-Discrimination** Group shall not differentiate or discriminate in the treatment of any Covered Person by reason of the fact that he or she is covered by a particular Administrator or that his or her care is arranged for under this Agreement. Group shall not differentiate or discriminate in the provision of Covered Services because of a patient's race, color, national origin, ancestry, religion, sex, marital status, income status, health status, or age.

**2.04 Office Location** Group shall notify PENN Behavioral Health of any addition or change to its office location(s) at least sixty (60) days prior to the date such change becomes effective.

**2.05 Office Hours** Group shall notify PENN Behavioral Health of any change in its general group practice hours at least three (3) weeks before such change becomes effective.

**2.06 Coverage of Practice** Group shall ensure the availability of coverage for Covered Persons 24 hours per day, 365 days per year. If necessary in order to provide such coverage, Group shall coordinate coverage with one or more other Participating Providers and shall provide PENN Behavioral Health with the names, addresses, and telephone numbers of the Participating Provider(s) who will provide such coverage. Upon the written request of Group, in its sole discretion, PENN Behavioral Health may approve a coverage arrangement with a non-Participating Provider.

**2.07 Referral to Participating Providers** Group shall not refer any Covered Person for Covered Services except in accordance with the referral procedures contained in the applicable Requirements. Without limitation of the foregoing, Group shall not refer Covered Persons to non-Participating Providers for any services, including, but not limited to, in-patient, residential and partial hospitalization programs, without first contacting PENN Behavioral Health to request approval of such a referral. In cases where a Covered Person requires a non-emergency hospital admission by Group, Group shall secure authorization for such admission and shall not extend the initial length of stay without prior authorization from PENN Behavioral Health and/or the applicable Administrator, as required by the applicable Requirements. If the Group refers a Covered Person to a non-Participating Provider or a non-Participating Hospital without the authorization of PENN Behavioral Health, fails to secure prior authorization for a non-emergent Hospital admission or extension thereof, or makes any other referral without compliance with applicable Requirements, all medical expenses, including, but not limited to, hospital and physician charges associated with the referral, will be the financial responsibility of the Group, and PENN Behavioral Health may offset such liability from amounts otherwise due Group pursuant to this Agreement.

**2.08 Billing Procedures and Paperwork** Group shall comply with the billing procedures set forth in Exhibit A, incorporated herein by reference and the

Requirements. Group shall submit claims for Covered Services within sixty (60) days of the date of service. PENN Behavioral Health may deny payment for any claim not submitted within such period except for claims subject to the coordination of benefits first submitted to the Administrator primarily responsible for payment. Group shall complete all documentation of Covered Services provided to Covered Persons required by PENN Behavioral Health and the Payor and provide it to PENN Behavioral Health on a timely basis. Payment of compensation to Group may be delayed or denied for inadequate documentation of Covered Services.

**2.09 Quality Assurance and Case Management** Group shall participate in, and cooperate fully with, PENN Behavioral Health and Payors' respective activities undertaken for the purpose of monitoring and evaluating the quality, cost effectiveness and medical necessity of Covered Services provided to Covered Persons, including quality assurance, medical and case management, credentialing, peer review, and grievance programs and procedures.

**2.10 Medical and Financial Records** Group shall prepare and maintain medical records and other pertinent clinical documentation, and billing and payment records relating to the provision of Covered Services in such manner and for such periods as required by the Requirements and by law.

**2.11 Access to Records** Subject to receipt of any consent to the release of such records required by law and in accordance with HIPAA requirements as set forth in Section 9.03 of this Agreement, Group shall permit PENN Behavioral Health and Payors to inspect and duplicate, upon twenty-four (24) hours notice, any and all medical, clinical and financial records relating to the provision of Covered Services to Covered Persons. In addition, pursuant to the provisions of subpart D 43 CFR Part 420, until the expiration of four years after the furnishing of services called for by this Agreement, Group shall make available to the Secretary of the United States Department of Health and Human Services, to the United States Comptroller General, and to their duly authorized representatives, this Agreement, any sub-contract with respect to services under this Agreement and such other books, documents and records as are necessary to certify the nature and extent of the costs of services provided hereunder. If Group provides such services through a subcontract worth \$10,000 or more over a twelve month period with an organization related to either of them within the meaning of subpart D of 42 CFR Part 420, the subcontract shall also contain a clause permitting access by the Secretary, the Comptroller General and their duly authorized representatives to books and records of the related organization.

**2.12 Professional Licensure/Certification** Each Clinician shall maintain, at all times, an unqualified and unconditional license or certificate in the Commonwealth of Pennsylvania and any other state in which he/she shall practice, as applicable to his/her profession. In addition, unless waived by PENN Behavioral Health:

2.12.01 Each Physician shall obtain and maintain federal and state certifications to prescribe controlled substances; and

Group shall provide evidence of compliance by each Clinician with the foregoing conditions to PENN Behavioral Health and Payors upon request. Group represents and warrants that Clinicians and any other individuals employed by Group in its practice possess the abilities and skills necessary to provide high quality mental health services in accordance with this Agreement.

**2.13 Credentialing Information** Group shall provide all credentialing information for each Clinician required by the Requirements to PENN Behavioral Health within 60 days of confirmation of receipt of such application. Group

acknowledges that the status of a Clinician as a Participating Provider under this Agreement may be suspended or terminated in accordance with PENN Behavioral Health's credentialing program, as set forth in the Requirements. Group represents and warrants that all information furnished by Group to PENN Behavioral Health in connection with the credentialing program is true and complete. Group shall notify PENN Behavioral Health immediately in the event of any change in such information or if any of the following events shall occur:

2.13.01 A Clinician's license or certificate to practice his or her profession or state or federal certification to prescribe controlled substances is restricted, suspended or revoked;

2.13.02 A Physician's privileges at any hospital are restricted, suspended or revoked or any disciplinary action is initiated at any hospital which may result in the restriction or revocation of such privileges;

2.13.03 A Clinician is charged with the commission of a felony or any misdemeanor related to the provision of health care services or evidencing dishonesty or moral turpitude;

2.13.04 A Clinician is charged with the commission of a civil or criminal violation of the Medicare or Medicaid program; or

2.13.05 Disciplinary action is initiated by any professional society in which a Clinician is a member which may result in the suspension or termination of Clinician's membership in such society.

2.14 **Insurance** Group shall at its own expense maintain or shall ensure that each Clinician maintains at all times, professional liability insurance with the minimum state coverage limits in which they are licensed and practice. Provider shall at its own expenses maintain general liability insurance with the minimum state coverage limits in which they are licensed and practice. PENN Behavioral Health shall be named as additional insured on such policies. Group shall provide PENN Behavioral Health, on request, evidence of such coverage. Group shall notify PENN Behavioral Health in writing no less than ten days prior to any cancellation or any material change in the terms of any of the foregoing policies.

2.15 **Notice of Claims** Group shall notify PENN Behavioral Health in writing within seven (7) days of any claim (or threatened claim) made against Group or any Clinician by any Covered Person, any person claiming on behalf of any Covered Person, any regulatory or governmental agency, or any other person or entity relating to the provision of Covered Services by Group or any Clinician.

2.16 **Agreement Participation** Group and each Clinician shall participate in every Agreement for which the Group and the Clinician meet the credentialing and other qualifications established by the Payor. Group and Clinician each shall abide by all terms and conditions of the relationship for each ASO/EAP Agreement in which they participate (as referenced in Exhibit C –“Procedural Guidelines for Group Providers”) and each Group shall maintain an open patient panel to Covered Persons under such ASO/EAP Agreements, unless prior written permission is obtained from PENN Behavioral Health to close the Group's patient panel. Notwithstanding the foregoing, Group and Clinician each acknowledge that nothing contained in this Agreement guarantees that Group or any Clinician will be qualified to participate in any ASO/EAP Agreement or that PENN Behavioral Health will refer Covered Persons to Group or any Clinician under any ASO/EAP Agreement.

2.17 **Agreement Not to Induce Referrals** The parties recognize that Group, from time to time, may refer Covered Persons for admission to a facility or program operated by an affiliate of PENN Behavioral Health. Nothing in this Agreement is intended to induce or effect such referrals or, subject to the

provisions in this Agreement governing referrals to Participating Providers, to limit or affect the ability of Group to refer to or treat patients at any health care facility or program.

2.18 **Professional Services** PENN Behavioral Health acknowledges that Clinician's duties under this Agreement involve the practice of psychiatry, psychology, social work, or a similar profession. Nothing in this Agreement is intended to alter or interfere with the provider-patient relationship, or Clinician's ability and responsibility to make professional judgments within the scope of his/her professional licensure.

### III. **PENN BEHAVIORAL HEALTH'S OBLIGATIONS**

3.01 **ASO/EAP Agreements** PENN Behavioral Health shall pursue ASO/EAP Agreements with Payors. PENN Behavioral Health shall evaluate and, if determined by PENN Behavioral Health to be in the best interest of PENN Behavioral Health, negotiate and enter into such contracts. PENN Behavioral Health shall monitor and enforce such ASO/EAP Agreements.

3.02 **Administration and Communication** PENN Behavioral Health shall perform or arrange for the timely and effective performance of all of PENN Behavioral Health's obligations under this Agreement, all ASO/EAP Agreements and the Requirements. PENN Behavioral Health shall arrange for effective and prompt communication of information between and among PENN Behavioral Health, Group, the Clinicians and any Payor as is necessary and appropriate for the effective performance of this Agreement and any ASO/EAP Agreement (as referenced in Exhibit C –“Procedural Guidelines for Group Providers”).

3.03 **Documentation** PENN Behavioral Health shall provide Group with copies of (i) PENN Behavioral Health's Requirements, and (ii) provider guidelines for each ASO/EAP Agreement to which the Participating Provider is subject which may be redacted by PENN Behavioral Health as provided by law (as referenced in Exhibit C –“Procedural Guidelines for Group Providers”). Further, PENN Behavioral Health shall promptly provide Group with copies of any amendments and additions thereto.

### IV. **TERM**

This Agreement shall commence as of the date set forth above and shall continue, unless and until terminated pursuant to Section 5 below.

## V. TERMINATION

5.01 **Termination Without Cause** Either party may terminate this Agreement without cause by providing the other with ninety (90) days written notice.

5.02 **Termination for Cause** Either party may terminate this Agreement upon thirty (30) days written notice in the event of a material default by the other party described in such notice, if such default remains uncured for such period of thirty (30) days. If a material default by Group of its obligations hereunder consists of the failure by a Clinician to comply with the provisions of this Agreement applicable to a Clinician which failure is not cured within the thirty (30) day cure period, as an alternative to the termination of this Agreement pursuant to the preceding sentence, PENN Behavioral Health may, in its sole discretion, by thirty (30) days prior notice to Group, require that such Clinician cease to provide Covered Services to Covered Persons pursuant to this Agreement. Within thirty (30) days of receipt of such notice, Group may elect to terminate this Agreement by giving at least (30) days prior notice to PENN Behavioral Health.

5.03 **Right To Immediate Termination of a Clinician by PENN Behavioral Health** Upon any of the following events, PENN Behavioral Health may require by notice to Group that a Clinician immediately cease to provide Covered Services to Covered Persons pursuant to this Agreement:

5.03.01. **Inability to Perform** Upon any event which makes it impossible for Clinician to perform his or her duties as set forth in this Agreement for more than thirty (30) consecutive days.

5.03.02 **Arrest, Conviction, Loss of Licensure, Sanction or Similar Disciplinary Action** Upon the arrest, indictment or conviction of Clinician for any crime (except for minor misdemeanors such as traffic offenses); the loss, suspension or restriction of professional licensure; certification to prescribe controlled substances or hospital privileges if required hereunder; or membership in a professional society; imposition of a material sanction by the applicable licensure or certification authority; exclusion of Clinician from the Medicare, Medicaid or any other government health benefits program; or upon the termination of provider status of Clinician by any Payor; or the imposition of any disciplinary sanction or similar procedure by any State or Federal agency or hospital or other health care facility against Clinician.

5.03.03 **Malpractice Insurance** Upon Clinician's loss or surrender of malpractice or general liability insurance coverage required under this Agreement.

5.03.04. **Limitation of Credentials** Upon Clinician's failure to meet or continue to meet the credentialing criteria as set forth in the Requirements.

5.03.05. **Ethical Violations** Upon the commission by Clinician of any ethical violations or other improprieties in Clinician's provision of Covered Services, including any violations of appropriate canons of ethics.

5.03.06. **Best Interests of PENN Behavioral Health** Upon a reasonable determination by PENN Behavioral Health that such termination is in the best interests of PENN Behavioral Health in accordance with any applicable Requirements.

**5.04 Termination of Participation under an ASO/EAP Agreement** Upon receipt by PENN Behavioral Health of a written request by a Payor to terminate Group's or Clinician's participation under its ASO/EAP Agreement with PENN Behavioral Health, by written notice to Group, PENN Behavioral Health may terminate Group's and/or Clinician's participation in such ASO/EAP Agreement hereunder upon at least thirty (30) days prior written notice to Group, or such shorter period of notice as may be required by a Payor under a ASO/EAP Agreement. In such event, this Agreement shall remain in effect between PENN Behavioral Health and Group with respect to all other ASO/EAP Agreements in which Group participates unless terminated by PENN Behavioral Health upon at least thirty (30) days prior written notice to Group.

**5.05 Right to Immediate Termination by Group** This Agreement may be terminated by Group immediately by written notice to PENN Behavioral Health upon the loss by PENN Behavioral Health of any license, certification or eligibility for reimbursement, or any legal or regulatory action which results in the inability of PENN Behavioral Health to manage the delivery of comprehensive mental health and substance abuse treatment services for Payors.

**5.06 Rights and Obligations Upon Termination** Upon termination of this Agreement, the participation by Group and the Clinicians in all ASO/EAP Agreements through PENN Behavioral Health shall terminate; provided, however, that if expressly provided under any ASO/EAP Agreement, participation under such ASO/EAP Agreement shall continue until the later date specified therein. Without limitation of the foregoing, to the extent provided by the applicable ASO/EAP Agreement or at the option of PENN Behavioral Health, Group shall continue to provide Covered Services to each Covered Person who is a patient at the time this Agreement is terminated until the earlier of (a) the completion of such Covered Services to the patient; (b) the termination of the Covered Person's coverage under his or her Health Benefit Plan; or (c) the transfer of the Covered Person to another Participating Group. Group shall be compensated for Covered Services rendered after the termination date of this Agreement according to the payment terms set forth herein. Upon termination, Group shall cooperate with PENN Behavioral Health and Payors in making other arrangements for the continuing care of Covered Persons affected by such termination.

**5.07 Notice to Covered Persons** Upon termination of this Agreement for any reason, PENN Behavioral Health shall be entitled to inform Covered Persons of such termination and Group shall immediately discontinue use of any materials identifying Group and the Clinicians as a Participating Provider.

## **VI. COMPENSATION AND CLAIMS**

**6.01 Payment for Covered Services** PENN Behavioral Health shall pay Group for Covered Services rendered to Covered Persons according to the Payment Schedule attached hereto as Exhibit A, incorporated herein by reference. Group acknowledges that PENN Behavioral Health is not the insurer, guarantor or underwriter of the liability of Payors for benefits provided to or for any Covered Persons under this Agreement except as expressly provided in this Section and Exhibit A.

**6.02 Changes to Payment Schedule** PENN Behavioral Health shall provide Group with thirty (30) days written notice of changes to the Payment Schedule. Group shall have the right to provide notice of termination of this Agreement within thirty (30) days following the receipt of notice of a change in the Payment Schedule. If such notice of termination is not given, Group shall be deemed to have accepted such change.

**6.03 Non-Covered Services** In the event that Group makes the professional judgment that a Covered Person requires health care services that are not a Covered Service, Group may bill and collect for such service from a Covered Person only if Group provides written notice to the Covered Person and PENN Behavioral Health before such services are rendered stating that (1) the service is not a Covered Service; (2) the Covered Person will be personally responsible for payment for the service; (3) an estimate of the approximate cost of the service to the Covered Person; and (4) the Covered Person may choose to obtain the service from another provider.

**6.04 Continuation of Services; Covered Persons Held Harmless** Group agrees that in the event of the insolvency or other cessation of business of a Payor or PENN Behavioral Health, services to Covered Persons will (a) continue through the period of time for which premium has been paid or with applicable payment provisions by PENN Behavioral Health in accordance with agreements and (b) services to Covered Persons confined in an inpatient facility on the date of insolvency or other cessation of operations will continue until their discharge or with applicable payment provisions by PENN Behavioral Health in accordance with agreements. Group further agrees that in no event, including, but not limited to, non-payment by a Payor or PENN Behavioral Health, insolvency of the Payor or PENN Behavioral Health, or breach of this Agreement or a ASO/EAP Agreement by PENN Behavioral Health or a Payor, shall Group bill, charge, collect a coinsurance deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person for Covered Services. This provision shall not prohibit collection of supplemental charges or co-payments permitted to be collected by Group in accordance with the terms of the Covered Person's Health Benefit Plan between the Payor and the Covered Person. Except as provided in Section 6.03, if it is determined by PENN Behavioral Health and/or the Payor that the services provided by Group were not benefit eligible, Group may not seek payment from, nor have any recourse against, any Covered Person, PENN Behavioral Health, or the Payor for such services. Group agrees that this provision shall survive the termination of this Agreement and shall be construed to be for the benefit of the Covered Person and that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between the Group or any Clinician and the Covered Person or persons acting on their behalf. No modification, addition or deletion to this provision shall become effective without the specific prior written approval of the U.S. Department of Labor under The Employee Retirement Income Security Act (ERISA), the Federal Law which covers the structure of Employee Benefit Plans.

**6.05 Coordination of Benefits** Group shall cooperate with PENN Behavioral Health 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 shall make reasonable efforts to determine if Covered Persons have insurance or other health care coverage other than through Payor, and will promptly report any duplicate coverage to PENN Behavioral Health.

6.06 **Co-Payments** Group shall be permitted to collect from Covered Persons all supplemental charges and co-payments, deductibles and co-insurance amounts in accordance with the terms of a Covered Person's Health Benefit Plan. The payment rates set forth in Exhibit "A" shall be reduced by the applicable co-payments, deductible and co-insurance amounts regardless of whether such amounts are collected by Group. Group acknowledges that PENN Behavioral Health is not responsible in any way for collection of such amounts.

## **VII. INDEPENDENT CONTRACTOR RELATIONSHIP**

This Agreement does not constitute a hiring or employment by either party, or a joint venture between PENN Behavioral Health and Group, but rather the parties intend that Group shall be an independent contractor and not an employee of PENN Behavioral Health. Neither Group nor any of its employees, including the Clinicians, shall have any claim against PENN Behavioral Health under this Agreement for salary, vacation, sick leave, workers compensation, insurance, or other employee benefits, and Group hereby agrees to indemnify PENN Behavioral Health against any such claim by any employee of Group. Group alone is responsible for payment of all applicable federal, state and local employment taxes and withholding for itself and its employees, and PENN Behavioral Health shall file an IRS Form 1099 reflecting all compensation paid by PENN Behavioral Health to Group under this Agreement.

## **VIII. INDEMNIFICATION**

Each Party (the Indemnifying Party) agrees to indemnify and hold harmless the other party, its officers, directors and employees (the Indemnified Party) from all fines, claims, demands, suits, actions, amounts paid in settlement and costs of any kind or nature arising out of or in connection with personal injuries or death caused by the negligence or misconduct of the Indemnifying Party, provided that a Party claiming to be an Indemnified Party shall give prompt notice to the Indemnifying Party of any claim, suit or action as to which a claim for indemnification may be asserted and shall cooperate with the Indemnifying Party in its defense. The obligations set forth in this Section 8 shall survive the termination of this Agreement.

## **IX. MISCELLANEOUS PROVISIONS**

9.01 **Provider Roster** PENN Behavioral Health shall create and update periodically a "Provider Roster" that shall be provided to all Payors, and that may be used in marketing and similar activities. Group shall provide all information requested by PENN Behavioral Health for its listing in the Roster, and Group and the Clinicians shall be listed in the Roster so long as they are Participating Providers.

9.02 **Confidentiality or Patient Information** Group shall protect the confidentiality of all patient records created and maintained under this Agreement, and to prevent their unauthorized disclosure to third parties. Group acknowledges the special protections of the confidentiality of records relating to persons receiving treatment of any kind, including psychological and psychiatric problems or alcoholism and drug abuse, and Provider agrees to protect the

confidentiality of such records as required by applicable law. The written consent shall be retained in each Covered Person's medical record. The Covered Person shall be advised of the purpose of this written document and that the Covered Person's refusal to grant consent shall not jeopardize the Covered Person's right to obtain present or future treatment except where disclosure of the communications or records is necessary for the treatment.

**9.03 Obligations Regarding Protected Health Information.**

Each party agrees to comply with all applicable rules and regulations as they exist now and as they may be amended from time to time.

Obligations of Group To the extent that Group is receiving from or on behalf of PENN Behavioral Health Protected Health Information ("PHI") (as the same is defined in the privacy regulations promulgated pursuant to HIPAA (45 CFR Part 160 and 164), Group agrees to:

- a. not use or further disclose PHI other than as permitted or required by this Agreement or as required by law as defined in 45 CFR 164.501.
- b. use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
- c. report to PENN Behavioral Health any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- d. ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Group on behalf of PENN Behavioral Health agrees to the same restrictions and conditions that apply through this Agreement to Group with respect to such information.
- e. provide access in a manner designated by PENN Behavioral Health, within twenty (20) days of receiving a request from PENN Behavioral Health, to PHI in a designated record set, as defined under HIPAA, to PENN Behavioral Health or, as directed by PENN Behavioral Health, to an Individual, as defined under HIPAA, in order to meet the requirements under 45 CFR 164.524.
- f. make any amendment(s) to PHI in a designated record set that PENN Behavioral Health directs or agrees to pursuant to 45 CFR 164.526 at the request of PENN Behavioral Health or an Individual, within thirty (30) days of receiving such request and in a manner designated by PENN Behavioral Health.
- g. make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Group on behalf of PENN Behavioral Health available to PENN Behavioral Health, or at the request of PENN Behavioral Health to the Secretary of the U.S. Department of Health and Human Services, in a time and manner designated by PENN Behavioral Health or the Secretary, for purposes of the Secretary determining PENN Behavioral Health ' compliance with HIPAA. Group shall immediately notify PENN Behavioral Health upon receipt by Group of any such request, and shall provide PENN Behavioral Health with copies of any such materials.

h. document disclosures of PHI and information related to such disclosures as would be required for PENN Behavioral Health to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

i. provide to PENN Behavioral Health or an Individual in a manner designated by PENN Behavioral Health, within thirty (30) days of receiving a request from PENN Behavioral Health, information collected in accordance with this Agreement, to permit PENN Behavioral Health to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.52.

j. upon termination or expiration of the Agreement, return or destroy all PHI received from PENN Behavioral Health or created or received by Group on behalf of PENN Behavioral Health, and retain no copies of PHI in any form whatsoever, except if such return or destruction is infeasible in which case Group agrees to extend all protections of this Agreement to Group's use and disclosure of any retained PHI and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. To the extent that returning or destroying the PHI is infeasible, Group shall provide Company notification of the conditions that make such return or destruction infeasible.

Permitted Uses and Disclosures by Group. Except as otherwise limited in this Agreement, Group may use or disclose PHI to perform functions, activities, or services for, or on behalf of, PENN Behavioral Health as specified herein, provided that such use or disclosure would not violate HIPAA if done by PENN Behavioral Health. In using and disclosing PHI, Group shall make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended use or disclosure.

#### Obligations of PENN Behavioral Health

- a. PENN Behavioral Health shall provide Group upon request with the notice of privacy practices that PENN Behavioral Health produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- b. PENN Behavioral Health shall provide Group with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if PENN Behavioral Health knows that such changes affect Group's permitted or required uses and disclosures.
- c. PENN Behavioral Health shall notify Group of any restriction to the use or disclosure of PHI that PENN Behavioral Health has agreed to in accordance with 45 CFR 164.522, to the extent such restriction may affect Group's use or disclosure of PHI.

- d. PENN Behavioral Health shall not request Group to use or disclose PHI in any manner that would not be permissible under HIPAA if done by PENN Behavioral Health.

9.04 **Confidentiality of Business Information** Unless otherwise required by law or court order, Group shall not without the prior written consent of PENN Behavioral Health, disclose to any person or entity any information relating to the business affairs or operations of PENN Behavioral Health, or any corporate affiliate of PENN Behavioral Health including, without limitation, the terms and conditions of this Agreement.

9.05 **Notices** All notices, requests, consents or other communication under this Agreement shall be in writing, and shall be delivered (a) in person, in which case it shall be deemed given upon delivery, or (b) by registered or certified United States Mail, postage prepaid and return receipt requested, which shall be deemed given on the third business day after it has been sent, or (c) by any nationally recognized overnight delivery service, charges pre-paid, which shall be deemed given one business day after it has been sent. Notices to the parties shall be sent to their addresses as set forth below, and either party may change the address to which such notice may be sent by giving written notice to the other party of its new address in the manner provided herein:

**If to PENN Behavioral Health:**

PENN Behavioral Health  
3535 Market Street  
4<sup>th</sup> Floor  
Philadelphia, PA 19104  
Attention: Provider Relations  
cc. Office of General Counsel

**If to Group:**

Attention:

9.06 **Arbitration** The parties agree to submit any unresolved dispute or claim under this Agreement to arbitration under the Rules of the National Health Lawyers Association Alternative Dispute Resolution Service then in effect. Any such arbitration shall be commenced in Philadelphia, Pennsylvania, and the parties hereto agree to venue and jurisdiction in Pennsylvania. This provision shall be enforceable in any court of equity in Pennsylvania. The parties agree that the arbitrator(s) shall have the power to award equitable remedies, and that any award shall be final and binding and may be entered as a judgment in any court of appropriate jurisdiction. The parties shall share equally the costs of arbitration.

9.07 **Assignment** Group shall not assign his or her rights or obligations under this Agreement and any purported assignment shall be null and void. PENN Behavioral Health may assign its rights and obligations under this Agreement without the consent of Group.

9.08 **Entire Agreement** This Agreement, together with the attached Exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes any other agreement between PENN Behavioral Health and Group, provided, however, that the parties shall promptly perform any further act, and shall promptly execute any further documents which shall be reasonably necessary to carry out the terms of this Agreement or to effectuate its purpose. Each party agrees that this Agreement has been duly and properly executed, and represents a legal and binding agreement enforceable according to its terms.

9.09 **Amendments and Waivers** A party may waive its rights under this Agreement only in writing, and no waiver shall be deemed or construed as a further or continuing waiver of any right.

9.10 **Severability** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. The parties agree to make a good faith effort to renegotiate any provision that may be held to be invalid or unenforceable by any court or regulatory agency having appropriate jurisdiction.

9.11 **Governing Law** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

9.12 **Counterparts** This Agreement may be executed in two or more copies, each of which when executed by the parties shall be considered a duplicate original.

9.13 **Interpretation** Paragraph headings in this Agreement are for convenience only, and are not intended to, nor shall be deemed to supplement or vary the terms of the Agreement. The use of singular or plural nouns, the masculine, the feminine and neuter genders, and the term "party" are not intended to have the effect of exclusion or limitation.

9.14 **Non-Exclusivity** Group may enter into other contracts or participate in any other organizations which have purposes identical or similar to the purposes of PENN Behavioral Health. Group further agrees that PENN Behavioral Health is under no obligation to make referrals to Group and Group is under no obligation to accept such referrals.

9.15 **Relationship Among PENN Behavioral Health, a Payor and Group**

9.15.01 Each Payor that is a party to an ASO/EAP Agreement under which Group and Clinicians participate shall be deemed to be a beneficiary and participant in this Agreement. Group acknowledges and agrees that nothing in this Agreement shall be construed to limit:

- (i) The authority of the Payor to ensure Group's participation in and compliance with the Payor's quality assurance, utilization management, member grievance and other systems and procedures;
- (ii) The Department of Health's authority to monitor the effectiveness of the Payor's systems and procedures or the extent to which the Payor adequately monitors any function delegated to PENN Behavioral Health, or to require the Payor to take prompt corrective action regarding quality of care or consumer grievances and complaints;
- (iii) The Payor's authority to sanction or terminate Group or a Clinician if Group or a Clinician is found to be providing inadequate or poor quality care or failing to comply with the Payor's systems, standards or procedures as agreed to by PENN Behavioral Health.

9.15.02 Group shall cooperate with and provide the Payor, the Department of Health, and any external quality review organization approved by the Department of Health, with access to medical records of Covered Persons for the purposes of quality assessment and quality improvement or investigation of complaints or grievances of Covered Persons.

Group shall provide such information, including, but not limited to, encounter, utilization, referral and other data, that PENN Behavioral Health may require to be submitted to it for compliance with its own data reporting requirements or as required by the Department of Health.

9.15.03 Group acknowledges and agrees that in order to be a Participating Provider to Covered Persons pursuant to the Payor Agreement, Group and Clinicians must meet the minimum credentialing standards established by the Payor as approved by the Department of Health. Furthermore, Group acknowledges and agrees that the Payor retains sole authority to accept, reject or terminate the Group or a Clinician if the Group or Clinician fails to meet such standards on a continuing basis.

9.15.04 Group acknowledges and agrees that any delegation by the Payor to PENN Behavioral Health under the Payor Agreement for performance of quality assurance, utilization management, credentialing, provider relations and other medical managements systems, shall be subject to the Payor's oversight and monitoring of PENN Behavioral Health' performance. Group further acknowledges and agrees that the Payor, upon failure of PENN Behavioral Health to properly implement and administer such systems or to take prompt corrective action after identifying problems within such systems, may terminate its contract with PENN Behavioral Health and that, as a result of such termination, participation by Provider and the Clinicians may also be terminated.

9.15.05 Group acknowledges and agrees that if, in the judgment of the Payor, Group or a Clinician has failed to cooperate with PENN Behavioral Health or the Payor in the provision of cost-effective, quality services to Covered Persons, or has failed to cooperate with and abide by the provisions of the Payor's quality assurance, utilization management or

member grievance systems, or is found to be harming Covered Persons, the Payor may terminate Group's or the Clinician's participation under the ASO/EAP Agreement.

9.15.06 This Agreement hereby specifically incorporates by reference the ASO/EAP Agreement.

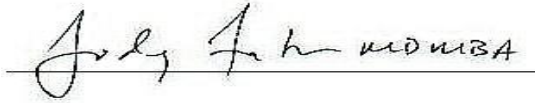
IN WITNESS WHEREOF, the parties hereto have executed this Group Agreement the day and first above written.

**PENN Behavioral Health  
Corporate Services**

**Provider:**

By:

By:



\_\_\_\_\_

Jody J. Foster, MD, MBA  
Executive Medical Director

Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**Payment Schedule and Billing Procedures**



Payment Provisions  
Effective \_\_\_\_\_

The following fee schedule has been recommended for approval to PENN Behavioral Health's Network Development Committee for referrals to the providers of \_\_\_\_\_  
\_\_\_\_\_:

CPT Procedure Code	Psychiatrist -Adult	Psychiatrist - Child	PhD	MSW
90801 – Comprehensive Evaluation				
99243 - Psychiatric Evaluation (Children) 60 minutes				
99243-22 - Psychiatric Evaluation (Children) 90 minutes				
90806 – Psychotherapy				
90805 – Medication Management				
90853 - Group Psychotherapy				

Please note the following:

1. PENN Behavioral Health will not provide payment for cancellations or no-shows
2. The Group maintains responsibility to collect all amounts related to co-payments, deductibles or co-insurance. Payments as set forth above will be reduced by the applicable amount due from the patient, whether collected or not.
3. All claims for authorized services must be submitted within sixty (60) of treatment. All claims must include patient identification data, certification numbers for each encounter, date(s) of service and CPT code(s). PENN Behavioral Health reserves the right to reject and/or deny any claims for services which are incomplete, illegible, or submitted beyond the deadline.

Please return the signed original to

PENN Behavioral Health  
3535 Market Street, 4<sup>th</sup> Floor  
Philadelphia, PA 19104  
Attention: Provider Relations

**For PENN Behavioral Health  
Corporate Services:**

**For Group:**

By: \_\_\_\_\_

Charles J. Baker, LSW  
Director, Clinical Services

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "B"**

**Name of Group \_\_\_\_\_**

**Please attach a listing of the name/degree of each provider in the group.**