

**EIGHTH AMENDMENT
TO THE BEHAVIORAL HEALTH SERVICES AGREEMENT**

This Eighth Amendment to the Behavioral Health Services Agreement (this "Amendment"), is entered into as of _____ (the "Amendment Effective Date") by and between United Behavioral Health ("Vendor") and UnitedHealthcare of Kentucky, Ltd. ("United").

WHEREAS, the parties entered into a Behavioral Health Services Agreement effective March 1, 2012, as subsequently amended (the "Agreement") that sets forth the terms and conditions under which Vendor provides and/or arranges for the provision of Covered Services to United Members.

WHEREAS, by executing this Amendment, the parties each agree to be bound by those terms and conditions, except where provided for in this Amendment, that make up the main body of the Agreement between the parties.

NOW THEREFORE, in consideration of the conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Vendor and United hereby agree to amend the Agreement as follows:

1. Capitalized terms used herein which are not otherwise defined in this Amendment or any attachments hereto shall have the meaning assigned to them in the Agreement.
2. Exhibit A, "Compensation for Services Addendum" to the Agreement is hereby deleted in its entirety and replaced with Exhibit A, "Compensation for Services Addendum", attached hereto.
3. Except as so amended, all other provisions of the Agreement shall remain in full force and effect. Any conflict between the Agreement and this Amendment shall be resolved in favor of this Amendment.

**[REST OF THIS PAGE INTENTIONALLY LEFT BLANK FOLLOWED BY
THE SIGNATURE PAGE WHICH MAY BE EXECUTED ELECTRONICALLY
IN COUNTERPARTS AND SENT VIA FACSIMILE OR EMAIL]**

UBH- UHCKY AM08
IIPAS Contract ID:6087-H
Optum Contract ID: 00172840.3

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Kentucky HEALTH refers to the Section 1115 Demonstration Waiver known as Kentucky Helping to Engage and Achieve Long Term Health (HEALTH).

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

United Behavioral Health

Signature: _____

Print Name: _____

Print Title: _____

UnitedHealthcare of Kentucky, Ltd.

Signature: _____

Print Name: _____

Print Title: _____

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**EXHIBIT A
COMPENSATION FOR SERVICES ADDENDUM**

**SECTION 1
COMPENSATION FOR VENDOR SERVICES**

Vendor shall provide the services set forth in this Agreement for the Benefit Plans issued and/or administered by United and identified by United (and agreed to by Vendor) as a Benefit Plan for which the services shall be provided. United shall pay Vendor a services fee (the "Monthly Fee") according to the rates set forth in the table below.

Segment	Line of Business	Service	Service Type	Service Area *	Rate (\$)	Rate Type	ASO or Full Service
C&S	Medicaid	Kentucky HEALTH	Behavioral Health			PMPM	FULL SERVICE

* If the Service Area listed above is left blank, the rate applies to all locations where United is authorized to do business, unless otherwise indicated.

“ASO” shall mean any Benefit Plan for which (a) Vendor is responsible only for providing administrative services in connection with the Benefit Plan and (b) Payor is fully responsible for the cost of any services or supplies that a Member receives for Covered Services from a Participating Provider.

“Full Service” shall mean any Benefit Plan for which Vendor is responsible for providing administrative services and is financially responsible for the cost of Covered Services covered by this Agreement.

**SECTION 2
PAYMENT TERMS**

2.1 Standard Payment Terms

United shall pay all Monthly Fees on or before the fifteenth (15th) business day of the month following service. United shall calculate Monthly Fees using an estimate of the number of Members based on the then current information available to United for that month. United shall adjust a subsequent Monthly Fee to reflect the difference between the estimated and actual number of Members.

2.2 Settlement of Accounts

Settlement of each month’s balances due between the parties shall occur within ninety (90) days after the end of the month in which the amount owed becomes known. Notwithstanding this requirement, any more specific settlement terms in this Agreement shall control, no matter if the settlement date is shorter than that set forth above, as long as the due date is specified.

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2.3 Cost Sharing Reductions

With respect to any Service designated as a “Full Service” rate in Section 1 Compensation for Vendor Services, United shall pay to Vendor any cost sharing reduction payment that United has or shall receive pursuant to Section 1402 of the Patient Protection and Affordable Care Act of 2010 (as amended), to the extent that such cost sharing reductions are attributable to Covered Services for which the Vendor is financially responsible under this Agreement.

SECTION 3 COMPENSATION TO PROVIDERS

3.1 Compensation to Participating Providers.

So long as United has delegated Claims Administrative Services to Vendor:

- (a) For all ASO Benefit Plans, Vendor shall adjudicate and Payor shall pay a Participating Provider clean claim within thirty (30) days of receiving the clean claim.
- (b) For all Full Service Benefit Plans, Vendor shall adjudicate and pay a participating provider clean claim within thirty (30) days of receiving the clean claim or as may be set forth in the Provider Agreement.

In the event that United has not delegated Claims Administrative Services to Vendor for a Full Service Benefit Plan, Vendor shall adjudicate claims and be financially responsible for Covered Services; Payor shall pay a Participating Provider clean claim within thirty (30) days of receiving the claim based on adjudication by Vendor.

BEHAVIORAL HEALTH SERVICES AGREEMENT

This Administrative Services Agreement (this "Agreement"), is made as of March 01, 2012 (the "Effective Date"), by and between United Behavioral Health and its subsidiaries ("Vendor") and UnitedHealthcare of Kentucky, Ltd. ("United"). For services provided on or after its Effective Date, this Agreement supersedes and replaces any and all other agreements, whether written or oral, between the parties regarding the subject matter contained herein.

WHEREAS, United issues and/or administers Benefit Plans on behalf of itself and Payors for the benefit of Members;

WHEREAS, United desires to contract with Vendor for the provision of its services; and

WHEREAS, this Agreement describes the obligations of both of the parties related to the performance of the services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Vendor and United hereby agree as follows:

SECTION 1 DEFINITIONS

The following terms shall have the meanings set forth below. Additional definitions may be set forth in the Agreement or the exhibits.

1.1 "Benefit Plan" shall mean a certificate of coverage, summary plan description, benefit plan, benefit package description or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payor is obligated to provide Member with coverage for Covered Services.

1.2 "CMS" shall mean The Centers for Medicare and Medicaid Services.

1.3 "Covered Services" shall mean a health care service or product for which a Member is entitled to receive coverage from a Payor, pursuant to the terms of the Member's Benefit Plan. The type of Covered Services to be provided by Vendor are specified in more detail in an Exhibit B.

1.4 "Member" shall mean a person eligible and enrolled with United to receive coverage from a Payor for Covered Services.

1.5 "Participating Provider" shall mean a licensed or otherwise appropriately qualified and credentialed health care professional or entity that has entered into a Provider Agreement with Vendor, directly or through another entity, to provide Covered Services to Members.

1.6 "Payor" shall mean United or such other entity obligated to provide reimbursement for Covered Services for the Member.

1.7 "Provider Agreement" shall mean an agreement between Vendor and a Participating Provider that sets forth the terms and conditions under which the Participating Provider participates in one or more of Vendor's network(s) of providers.

1.8 “Service Area” shall mean the geographic area in which United is authorized to provide Covered Services to Members.

1.9 “Services Addendum” shall mean a description of the services to be provided by Vendor attached to this Agreement as an Exhibit B. The parties may add additional Exhibits for additional services as agreed upon by the parties from time to time. Each such Exhibit shall be numbered as a series of Exhibit B (such as B1, B2, B3 and thereafter).

SECTION 2 SERVICES

2.1 Services Addendum. Vendor shall provide the services described in the Services Addendum to this Agreement.

2.2 United Control and Oversight. Vendor shall be subject to the reasonable direction of United, as it pertains to the services provided pursuant to this Agreement. United shall maintain oversight of Vendor for functions Vendor provides to, or arranges for, United, and will monitor services for quality assurance in conformity with applicable state law and other regulatory requirements as set forth in a regulatory appendix. The parties shall cooperate with and assist each other as reasonably necessary or appropriate in the performance of this Agreement.

SECTION 3 RESPONSIBILITIES AND RELATED PROVISIONS

3.1 Member Eligibility Information. At least monthly, on a date mutually acceptable to United and Vendor, United shall provide Vendor with a current list of eligible Members in an electronic format mutually agreeable to both parties. The eligibility information shall be prepared and provided to Vendor at United’s expense. Vendor shall treat the information received under this Section as confidential and not distribute or furnish such information to any other person or entity, except as necessary and as permitted by law to provide or arrange for Covered Services. If United is unable to provide Vendor with a current list of eligible Members in an electronic format, the parties agree to adjust the compensation payable to Vendor pursuant to Section 11.15 should such alternative process cause Vendor to incur material additional costs. Subject to retroactive eligibility changes that may be required by a state or CMS, Vendor shall be entitled to rely on the most current eligibility information and Benefit Plan documents in its possession in providing the Covered Services, including processing claims for Covered Services, if applicable.

3.2 Retroactive Adjustments of Eligibility. Vendor acknowledges that there may be retroactive adjustments to Member eligibility. United shall use its best efforts to minimize such adjustments.

3.3 Benefit Plans. This Agreement is not intended nor shall be deemed or construed to modify the obligations of United or a Payor to Members as established under any Benefit Plan. United acknowledges that it retains the ultimate responsibility to assure delivery of all benefits required under a Benefit Plan between United and a Member.

3.4 Services Under This Agreement. The responsibilities of Vendor shall be limited as defined by the terms of this Agreement. If Vendor provides or arranges for requested additional services, United or Payor shall pay for the additional services according to Vendor’s fee schedule and/or the amounts payable to Participating Providers for such services.

3.5 Responsibility for Information. United understands and agrees that Vendor is not responsible for any delay in the performance of this Agreement or for any non-performance under this Agreement if the delay or non-performance is caused or materially contributed to by United's failure to furnish any material information described in this Agreement.

3.6 New Benefit Plans and Changes to Services. United shall use commercially reasonable efforts to notify Vendor in writing at least ninety (90) days prior to any modification of an existing Benefit Plan, development of a new Benefit Plan or expansion of its Service Area. If such modification, development or expansion is a material change to Vendor's obligations under this Agreement or the pricing assumptions used in establishing rates, the parties shall negotiate to include the modification, development or expansion in this Agreement in accordance with Section 11.15.

3.7 Member Consents and/or Authorizations. United agrees to assist Vendor in obtaining any necessary Member consents or authorizations as required under state or federal law so that Vendor can receive protected health information when necessary for Vendor to perform its obligations under this Agreement.

3.8 Communication Materials and Activities. United and Vendor shall cooperate to provide and prepare Members' publications and programs regarding Covered Services available to Members, as applicable.

United shall use its best efforts to include legally required notices regarding Covered Services or other legally required communications related to Vendor in its scheduled mailings at no cost to Vendor. If United is unable to include legally required communications in its scheduled mailing, Vendor will reimburse United for actual mailing costs, not to include personnel and other internal expenses.

United shall submit communication materials to state and federal regulatory agencies for prior approval as may be required by and in accordance with applicable state and federal law and regulations.

3.9 Taxes. All fees charged by Vendor for the services provided under this Agreement are exclusive of all taxes and fees (including but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes, duties or fees) now in force or enacted in the future, imposed on the transaction or performance of the services, all of which United will be responsible for and will pay in full, except for taxes based on Vendor's income (gross or net). Should any payment for Services provided by Vendor be subject to withholding tax by any state or local taxing jurisdiction, United shall reimburse Vendor for such withholding tax.

3.10 Identification Cards. United shall ensure that Members receive an identification card and that a mutually agreeable process is established for referring Members to Vendor when appropriate.

3.11 Non-Interference with Advice to Members. Nothing in this Agreement is intended to prohibit or restrict Participating Providers or other health care professionals from advising or advocating on behalf of a Member about:

- (a) the Member's health status, medical care or treatment options (including alternative treatments that may be self-administered), including providing sufficient information to the Member to provide an opportunity to decide among all relevant treatment options;

- (b) the risks, benefits and consequences of treatment or non-treatment; and
- (c) the opportunity for the Member to refuse treatment and express preferences about future treatment decisions.

SECTION 4 PAYMENT; PAYMENT TERMS

4.1 Fee. For the services, United shall pay Vendor as set forth in each Exhibit A. To the extent that any settlement terms contained in this Agreement may not be specific enough to satisfy SSAP No. 96, the parties agree settlement of each month's balances due between the parties shall occur within ninety (90) days after the end of the month in which the amount owed becomes known.

4.2 No Incentive Payments. Vendor shall be strictly prohibited from receiving any incentive payment designed to reduce amounts of necessary medical care through (a) reduction of services or the charges thereof, (b) reduction of length of stay, or (c) utilization of alternative treatment settings.

4.3 Member Protection. Vendor and United agree that in no event, including, but not limited to (a) non-payment for Covered Services provided to Members; (b) insolvency of Vendor, United or another Payor; or (c) breach by United or Vendor of any term or condition of this Agreement or any term or condition of a Provider Agreement, shall United or Vendor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons acting on behalf of the Member for Covered Services eligible for reimbursement under the Member's Benefit Plan.

The provisions of this Section shall: (i) be construed in favor of the Member; (ii) survive the termination of this Agreement regardless of the reason for termination; and (iii) supersede any oral or written agreement, existing or subsequently entered into, between any of the parties to this Agreement or a Participating Provider and a Member or the representative of the Member if such agreement is inconsistent with this Section.

This Section shall not prohibit collection of any allowed amounts that are the Member's responsibility to pay for Covered Services to a Participating Provider in accordance with the applicable Benefit Plan. It also shall not prohibit the collection of charges for services that are not Covered Services as defined in the Benefit Plan; provided, however, that the Member has been informed of the costs for non-covered services prior to the rendering of such services and has agreed in writing to accept responsibility for payment for such services. The Member's written consent shall be in a form agreed to by the parties and in compliance with any applicable state and federal law. This provision also shall not prohibit payment for any Covered Services delivered after expiration of benefits under the relevant Benefit Plan. If requested by United, Vendor shall submit to United any Member's written acknowledgement to accept responsibility for non-Covered Services provided to him/her. Vendor shall ensure that Vendor's Provider Agreements with Participating Providers are consistent with the obligations in this Section.

This Section applies when any applicable statutes and regulations require that the Member be held harmless from any and all costs, which are the legal obligation of Vendor, United or another Payor.

SECTION 5 INFORMATION; AUDITS; BOOKS AND RECORDS

governmental benefit plans (or as may be set forth in an Appendix) or any accrediting agency, Vendor shall provide notice to United and/or obtain consent, prior to any subcontracting of any of its responsibilities under this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be specifically enforceable by and against the parties and their respective successors and permitted assigns. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties hereto any rights, remedies or claims under or with respect to this Agreement.

11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state in which United is domiciled without regard to the conflicts of laws provisions thereof.

11.5 Entire Agreement; Counterparts. This Agreement, which incorporates all exhibits, attachments, addenda, and appendices, constitutes the entire agreement between the parties in regard to the subject matter contained in this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter contained in this Agreement. In the event of a conflict between the provisions of the main body of this Agreement and an Appendix or an exhibit, the terms of the applicable Appendix or exhibit will control. The headings and titles within this Agreement are for convenience only and are not part of the Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument..

11.6 Marketing; Advertising; Use of Names and Trademarks. During the term of this Agreement, the parties shall have the right to designate and make public reference to the other party by name in an accurate and factual manner, as the company providing, managing and/or arranging for the provision of services. Vendor and United shall not otherwise use the other party's name, trademarks, or service marks without prior written approval. The parties mutually agree to provide, at a minimum, forty-eight (48) hours advance notice and opportunity to comment on all press releases, advertisements or other media statements and communications regarding this Agreement, the services or the business relationship between the parties. Vendor shall obtain United's consent prior to any publication or use of such materials or communications. Notwithstanding the foregoing, if Vendor wishes to make a press release, advertisement or other media statement or communication that requires prior approval of a state or federal regulator, United shall be responsible for seeking such approval in a timely manner and Vendor agrees it will not proceed with the statement or communication until the required approval is obtained. Nothing herein shall be construed to create a right or license to make copies of any copyrighted materials.

11.7 Excluded Individuals. Neither Vendor nor United shall employ or contract any individual or entity (a) excluded from participation in Medicare or a state health care program or (b) any entity that employs or contracts with such an individual or entity to provide services under this Agreement.

11.8 Non-waiver. The failure of either party to insist upon the strict observance or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy. Nothing in this Agreement shall be considered waived by either party unless the party claiming the waiver receives the waiver in writing signed by an authorized signatory. A waiver of one right, remedy or strict observation or performance of a provision does not constitute a waiver of any other.

11.9 Relationship Between Parties. The relationship between the parties to this Agreement is solely that of independent contractors. Nothing in this Agreement or otherwise shall be construed or

deemed to create any other relationship, including one of employment, partnership, agency, joint venture, association or any other form of separate legal entity or organization.

11.10 Survival of Terms. Any provisions of this Agreement including any attachments hereto, that, by their nature, extend beyond the expiration or termination of this Agreement shall survive the termination of this Agreement and shall remain in effect until all such obligations are satisfied.

11.11 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto and no third parties shall have any rights hereunder or interest herein except as explicitly provided herein.

11.12 Force Majeure. The obligations of a party under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term “force majeure” means any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God; war; riot; invasion; acts of a foreign enemy; terrorist action; weather-related disaster and governmental action. A party claiming suspension under this Section shall use its best efforts to resume performance as soon as possible.

11.13 Arm’s Length Negotiations. The parties acknowledge that the terms of this Agreement are fair and reasonable, were negotiated at arm’s length, and that the parties were given ample opportunity to review and consider this Agreement prior to execution.

11.14 Offshoring. To the extent mandated by law, contract or the applicable regulatory agency, United will notify Vendor of any requirements or restrictions for Vendor performing any of the services outside of the United States. Vendor shall comply with such requirements or restrictions.

11.15 Substantial Change. The parties may renegotiate this Agreement if either party would be materially adversely affected by continued performance as a result of a Substantial Change which presents a fundamental departure from the risk, services, administration, costs or expenses or other assumptions or intent of the parties in entering into either this Agreement, including without limitation:

- (a) A significant reduction in the number, or change in the composition of, Member enrollment;
- (b) A material change in utilization or trends;
- (c) A material modification of an existing Benefit Plan;
- (d) Development of a new Benefit Plan;
- (e) Expansion of a Service Area to a geographic area of the country not originally contemplated under this Agreement; or
- (f) A significant change in any law, rule, regulation or interpretation thereof that would have a material and adverse effect on the ability of a party to receive the benefits it reasonably expects to obtain under this Agreement or renders it illegal for a party to continue to perform under this Agreement in a manner consistent with the parties’ intent.

The affected party must promptly notify the other party of the Substantial Change and its desire to renegotiate this Agreement. This section does not affect either parties' right to terminate this Agreement in accordance with Section 7.1.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

United Behavioral Health

UnitedHealthcare of Kentucky, Ltd.

Signature: 
Leslie J. Davis (Feb 21, 2012)

Email: leslie.davis@optum.com

Title: CFO

Signature: 
Deborah English (Feb 21, 2012)

Email: deborah_j_english@uhc.com

Title: CFO - UHC of KY, Ltd

Internal Control No.: BS-35923

IIPAS No.: 6087-A-000