OHIO REGULATORY ATTACHMENT

Ohio Plans:

As set forth in Sections 9.5 and 9.15 of the Agreement, the Parties agree to abide by the terms of the Agreement, and also agree to abide by the additional requirements applicable to the provision of services to Members enrolled in commercial (e.g., not Medicare Advantage) managed care plans in Ohio are set forth in this Exhibit. This Exhibit 3 amends the Agreement to comply with legislative and regulatory requirements of the State of Ohio regarding provider contracts with providers rendering health care services in the State of Ohio. To the extent that such laws and regulations are applicable but not preempted by applicable federal law, the provisions of this Exhibit shall apply and, to the extent of a conflict with a provision in the Agreement and this Exhibit, this Exhibit shall control. For purposes of this Exhibit, the term "Member" means an individual that is eligible under a plan insured and/or administered by Plan and the term "Covered Services" means the services that are covered under any such plan. References to Provider herein mean the provider listed on the signature page of the Agreement to which this Exhibit relates.

1. The services to be provided by Provider under the Agreement are identified in Exhibit 1 to the Agreement and the corresponding fee schedule, as amended. Ohio Rev. Code § 1751.13(C)(1).

2. To the extent required by law applicable to Provider, Provider agrees that in no event shall Provider bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against a Member for Covered Services rendered by Provider pursuant to the Agreement; provided, that Provider shall not be prohibited from collecting any coinsurance, deductibles, or copayments as specifically provided in the Member's health care plan or fees for non-Covered Services delivered on a fee-for-service basis to Members. This provision shall survive any termination of the Agreement for Covered Services rendered by Provider under the Agreement during its term, regardless of the reason for such termination. Ohio Rev. Code § 1751.13(C)(2), (12).

3. To the extent required by law applicable to Provider, Provider shall continue to provide Covered Services a Member in the event of Plan's insolvency or discontinuance of its operations as needed to complete any medically necessary procedures for such Member commenced but unfinished at the time of Plan's insolvency or discontinuance of its operations. The completion of a medically necessary procedure for a Member shall include the rendering of all Covered Services that constitute medically necessary follow-up care for that procedure. Provider shall not be required to continue to provide any Covered Services for a Member after the occurrence of any of the following: (a) the end of the thirty (30)-day period following the entry of a liquidation order against Plan; (b) the end of such Member's period of coverage for a contractual prepayment or premium; (c) such Member obtains equivalent coverage with another health insuring corporation or insurer or such Member's

employer obtains such coverage for such Member; (d) such Member or such Member's employer terminates coverage under the contract issued by Plan; or (e) a liquidator effects a transfer of Plan's obligations under the contract issued by Plan under Section 3903.21 (A) (8) of Title 39 (Insurance) of the Ohio Revised Code. Ohio Rev. Code § 1751.13(C)(3).

4. The rights and responsibilities of Plan and Provider with respect to administrative policies and programs, including, but not limited to, payment systems, utilization review, quality assurance, assessment and improvement programs, credentialing, confidentiality requirements, and any applicable federal or state programs, are set forth in the Agreement, the Provider Manual, and/or the applicable Addenda to the Agreement. Ohio Rev. Code § 1751.13(C)(4).

5. Provider shall maintain health records pertaining to Members as confidential consistent with applicable state and federals laws relating to the confidentiality of medical or health records. Provider shall make such records available to Plan as required in order to monitor and evaluate the quality of care provided by Provider under the Agreement, to conduct evaluations and audits thereof, and to determine on a concurrent or retrospective basis the necessity of and appropriateness of health care services provided by Provider to Members under the Agreement. Provider shall make all such records available to appropriate state and federal authorities involved in assessing quality or care or in investigating the grievances or complaints of Members. Ohio Rev. Code § 1751.13(C)(5).

6. The contractual rights and responsibilities of Provider under the Agreement may not be assigned or delegated by Provider without Plan's prior written consent. Ohio Rev. Code § 1751.13(C)(6).

7. Provider shall maintain adequate professional liability and malpractice insurance and shall notify Plan not more than ten (10) days after Provider's receipt of notice of any reduction or the cancellation or non-renewal of such coverage. Ohio Rev. Code § 1751.13(C)(7).

8. Provider shall observe, protect, and promote the rights of Members as patients for whom Provider renders services under the Agreement. Ohio Rev. Code § 1751.13(C)(8).

9. Provider shall provide services without discrimination on the basis of a Member's participation in a health care plan, age, sex, ethnicity, religion, sexual preference, health status, or disability, or source of payments made for health care services rendered by Provider to a Member, except in circumstances when Provider does not render services due to limitations arising from the Provider's lack of training, experience, or skill or due to licensing restrictions of Provider. Ohio Rev. Code § 1751.13(C)(9).

10. The applicable procedures for the resolution of disputes arising out of the Agreement are set forth in the Agreement and Provider Manual and shall be subject to Ohio Rev. Code § 3963.02(F) to the extent applicable. Ohio Rev. Code § 1751.13(C)(11); Ohio Rev. Code § 3963.02(F).

11. The terms used in the Agreement that are defined under Ohio Revised Code Chapter 1751

shall be used in the Agreement in a manner consistent with such law to the extent applicable. Ohio Rev. Code § 1751.13(C)(13).

12. Plan has the right to approve or disapprove any provider that participate in the network rendering services to the Members. Ohio Rev. Code § 1751.13(F)(3).

13. Nothing in the Agreement shall be construed to: (a) directly or indirectly offer an inducement to Provider to reduce or limit medically necessary health care services to Members; (b) penalize Provider for assisting a Member to seek reconsideration of a decision to deny or limit benefits to the Member; (c) limit or otherwise restrict Provider's ethical and legal responsibility to fully advise Members about their medical condition and medically appropriate treatment options; (d) penalize Provider for principally advocating for medically necessary health care services of Members; (e) penalize Provider for providing information or testimony to a legislative or regulatory body or agency (this does not apply to libel or slander or the disclosure of trade secrets); or (f) violate Chapter 3963 of the Ohio Revised Code. Ohio Rev. Code § 1751.13(D).