

# UNITED BEHAVIORAL HEALTH PROVIDER AGREEMENT

## Hawaii Regulatory Requirements Attachment

This Hawaii Regulatory Requirements Attachment (the “Attachment”) is made part of the Agreement entered into between United Behavioral Health (“UBH”) and the health care professional named in the Agreement (“Provider”).

This Attachment applies to all products or Benefit Plan sponsored, issued or administered by or accessed through UBH to the extent such products are subject to regulation under Hawaii laws.

UBH and Provider each agree to be bound by the terms and conditions contained in this Attachment. In the event of a conflict or inconsistency between this Attachment and any term or condition contained in the Agreement, this Attachment shall control, except with regard to Benefit Plans outside the scope of this Attachment.

Except as otherwise defined in this Attachment all terms contained in the Attachment shall be as defined and set forth in the Agreement. Any undefined term herein shall have the meaning as defined in applicable state laws and regulations, as may be amended from time to time. Likewise, should any defined term herein conflict with applicable state law or regulations, the term as defined under applicable state law or regulation shall prevail.

### **Provisions to Benefit Contracts regulated by the State of Hawaii and/or under Hawaii HMO laws, as applicable.**

- 1. Necessary Information.** Provider agrees to comply with UBH’s request for any and all information necessary for UBH to comply with all requirements of the Hawaii Patient’s Bill of Rights and Responsibilities Act.
- 2. Communication with Members.** Nothing in this Agreement shall be construed to impose any type of prohibition, disincentive, penalty or other negative treatment upon Provider for discussing or providing any information regarding treatment options and medically necessary or appropriate care, including no treatment, even if the information relates to services or benefits not provided by UBH.
- 3. Prompt Payment.** UBH and Provider agree to comply with all requirements regarding the prompt payment of claims under Hawaii Revised Statutes as may be amended from time to time.
- 4. Continuity of Care.** UBH and Provider agree to comply with the provisions in Chapter 431 of the Hawaii Revised Statutes, regarding the continuity of care. Specifically, UBH shall:
  - a. Permit Member  
of care subject to the Customer’s Benefit Plan’s internal and external grievance and appeal processes in accordance with applicable state or federal law or regulations;

- d. Provide continuity of care for Customers who are in their second or third trimester of pregnancy shall extend through the postpartum period; and
- e. Provide continuity of care for Customers who are undergoing an active course of treatment shall extend through the earliest of:
  1. The termination of the course of treatment by the covered person or the treating provider;
  2. Ninety days, unless the medical director determines that a longer period is necessary;
  3. The date that care is successfully transitioned to a participating provider;
  4. The date that benefit limitations under the plan are met or exceeded; or
  5. The date that care is not medically necessary.

United and Provider acknowledge that a continuity of care request shall only be granted when:

- a. Provider agrees in writing to accept the same payment from and abide by the same terms and conditions with respect to United for that Customer as provided in the original participation agreement; and
- b. Provider agrees in writing not to seek any payment from Customer for any amount for which the Customer would not have been responsible if the Provider were still a participating provider. or his/her representative to request continuity of care;
- b. Have its medical director, after consultation with Provider for Members who are under the care of Provider so long as Provider has not been removed or left UBH's network for cause and so long as Members who meet the criteria specified under the definition of:
  - (i) Active course of treatment;
  - (ii) Life-threatening health condition; or
  - (iii) Serious acute condition;
- c. Render any decisions made with respect to a request for continuity of care subject to the Member's Benefit Plan's internal and external grievance and appeal processes in accordance with applicable state or federal law or regulations;
- d. Provide continuity of care for Members who are in their second or third trimester of pregnancy shall extend through the postpartum period; and
- e. Provide continuity of care for Members who are undergoing an active course of treatment shall extend through the earliest of:
  1. The termination of the course of treatment by the covered person or the treating provider;
  2. Ninety days, unless the medical director determines that a longer period is necessary;
  3. The date that care is successfully transitioned to a participating provider;
  4. The date that benefit limitations under the plan are met or exceeded; or
  5. The date that care is not medically necessary.

UBH and Provider acknowledge that a continuity of care request shall only be granted when:

- a. Provider agrees in writing to accept the same payment from and abide by the same terms and conditions with respect to UBH for that Member as provided in the original participation agreement; and

b. Provider agrees in writing not to seek any payment from Member for any amount for which the Member would not have been responsible if the Provider were still a participating provider.