

Idaho Regulatory Appendix

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

This Appendix applies to all products or Benefit Plans sponsored, issued or administered by or accessed through UBH to the extent such products are regulated under Idaho laws; provided, however, that the requirements in this Appendix will not apply to the extent they are preempted by the Medicare Modernization Act or other applicable law.

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

If any of the capitalized terms in this Appendix are used or defined (or the equivalent terms are used or defined) in the Agreement, then the terms used in this Appendix will have the same meaning as the terms (or equivalent terms) used or defined in the Agreement. For example, “Benefit Plans,” as used in this Appendix, will have the same meaning as “benefit contracts”; “Member,” as used in this Appendix, will have the same meaning as “member,” “enrollee,” or “covered person”; “Payor,” as used in this Appendix, will have the same meaning as “participating entity”; “Provider,” as used in this Appendix, will have the same meaning as “Facility,” “Medical Group,” “Ancillary Provider,” “Physician,” or “Practitioner.” Additionally, if the Agreement uses pronouns to refer to the contracted entities, then “UBH” will have the same meaning as “we” or “us,” and “Provider” will have the same meaning as “you” or “your.”

This Appendix will be deemed to be updated to incorporate any changes to the laws and regulations referenced herein, including any changes to definitions referenced herein, effective as of the date of such changes.

Unless otherwise defined in this Appendix, all capitalized terms contained in the Appendix shall be defined as set forth in the Agreement.

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- 1. Notice.** UBH shall provide Provider with thirty (30) days written notice setting forth any breach of this Agreement. Provider shall have thirty (30) days to cure such breach prior to termination or non-renewal of this Agreement. However, this Agreement may be terminated or not renewed immediately if a breach of this Agreement is willful, the result of fraud, or if Provider’s conduct poses an immediate danger to the public health or safety.
- 2. Provider Conduct.** Provider and UBH agree that nothing in this Agreement shall be construed to:

- (a) deny a Member access to health care services not covered by UBH if the Member is informed that he or she will be responsible to pay for the noncovered health care services and the Member nonetheless desires to obtain such services;
 - (b) refrain from treating a Member even at the Member's request and expense if Provider had been, but is no longer, a contracting provider under UBH and the Provider has notified the Member that the Provider is no longer a contracting provider with UBH;
 - (c) agree to the unnegotiated adjustment by UBH of Provider's contractual reimbursement rate to equal the lowest reimbursement rate Provider has agreed to charge any other payer;
 - (d) agree to a requirement that Provider adjust, or enter into negotiations to adjust, his or her charges to UBH if Provider agrees to charge another payer lower rates;
 - (e) agree to a requirement that Provider disclose his or her contractual reimbursement rates from other payers; or
 - (f) provide any incentive to Provider, including a specific payment in any type or form, as an inducement to deny, reduce, limit, or delay specific, medically necessary, and appropriate Covered Services and provided with respect to a specific Member or group of Members with similar medical conditions.
3. **Availability of Additional Information.** Upon request and within a reasonable time, UBH shall make available to any party to this Agreement any documents referred to or adopted by reference except for information which is proprietary, a trade secret, or confidential individually identifiable records.
4. **Member Advocacy.** Provider, while practicing in conformity with community standards, may advocate on behalf of a Member without being subject to termination or penalty for the sole reason of such advocacy.
5. **No Balance Billing.** Provider may not charge to or collect from any Member to whom Provider renders Covered Services any amount in excess of that amount of compensation determined or allowed for a particular service by UBH. Nothing in this section shall be construed to prevent the collection of any copayments, coinsurance, or deductibles allowed for under the Member's Benefit Plan.
6. **Hold Harmless.** Provider shall not require Member to guarantee payment, other than specified copayments, deductibles, and coinsurance, in the event of nonpayment by UBH for any Covered Services rendered under contract directly or indirectly between the Member and UBH.
7. **Prompt Payment of Claims.** UBH, Payer and Provider agree to comply with the requirements in Idaho Code, Title 41, Chapter 56, regarding the prompt payment of claims.
8. **No Retroactive Denials.** As required under Idaho Code § 41-3930, when prior approval for a Covered Service is required of and obtained by or on behalf of a Member, the approval shall be final and may not be rescinded by UBH after the Covered Service has been provided except in cases of fraud, misrepresentation, nonpayment of premium, exhaustion of benefits or if the

Member for whom the prior approval was granted is not enrolled at the time the Covered Service was provided.

9. **Requests for Prior Authorization.** As required under Idaho Code § 41-3930, UBH shall respond to member or provider requests for prior authorization of a nonemergency service within two (2) business days after complete member medical information is provided to UBH unless exceptional circumstances warrant a longer period to evaluate a request.