

## **Pennsylvania Regulatory Appendix**

This Pennsylvania 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 Pennsylvania 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.

1. **Uniform Health Insurance Claim Form.** As applicable, Provider shall utilize the uniform claim form for Covered Services provided to Members as required by Pennsylvania law.
  
2. **Financial Incentives Prohibited.** UBH shall not offer an incentive plan or inducement to Provider to weigh utilization performance as a single component more highly than quality of care, enrollee services and other factors collectively. If Provider is a licensed professional health care provider, UBH shall not offer an incentive plan or inducement for Provider to provide less than medically necessary health care services to Members.

3. Communication. UBH shall not penalize or restrict Provider from discussing with Members any of the information Provider is permitted to discuss under section 40 P.S. §991.2113 or other information Provider reasonably believes is necessary to provide Members with full information concerning their health care.

4. No Termination for Advocacy. UBH shall not sanction Provider, or terminate or elect to not renew this Agreement to retaliate against or penalize Provider in the event that Provider: (a) advocates in good faith on behalf of a Member; (b) files a complaint against UBH or helps a Member file a complaint; (c) appeals a decision, policy or practice of UBH, or (d) taking another action specifically permitted by 40 P. S. § 991.2113, 991.2121 and 991.2171.

5. Continuation of Covered Services after Termination, Member Hold Harmless. In the event this Agreement terminated for any reason by Provider or in the event this Agreement is terminated by UBH without cause, and a Member is receiving care from Provider under a prescribed treatment plan for a particular injury or sickness, Provider is obligated to continue the provision of Covered Services to that Member, if such services are determined by UBH to be medically necessary, for a period of sixty (60) days from the date the Member is notified of such termination or pending termination. UBH, in consultation with the Member and Provider, may extend the transitional period if UBH determines that the services are clinically appropriate. Provider shall be reimbursed in accordance with this Agreement for all such Covered Services rendered during the sixty (60)-day period.

In the event this Agreement is terminated for any reason by Provider or in the event this Agreement is terminated by UBH without cause, and a Member is in her second or third trimester of pregnancy and receiving care from Provider, Provider is obligated to continue the provision of Covered Services to that Member until the completion of the postpartum care. Provider shall be reimbursed in accordance with this Agreement for all such Covered Services rendered subsequent to the termination of this Agreement.

Payer shall pay the terminated provider at the previously contracted rate for services provided to a Member under this Section. Continuation of care under this provision shall be provided without liability of the Member to Provider for any amounts owed for medical care other than any copayments, deductibles or coinsurance for which the Member is responsible under the Benefit Plan, or other contract between the Member and UBH or Payer.

Provider agrees that pursuant to this Section, in no event shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or a person acting on behalf of the Member, other than UBH or Payer, for Covered Services provided pursuant to this Section. This Section shall not prohibit Provider from collecting any copayments, deductibles or coinsurance for which the Member is responsible under the Benefit Plan (or other evidence of coverage), or fees for uncovered services delivered on a fee for service basis to a Member. This Section shall (a) survive termination of this Agreement for any reason with respect to Covered Services rendered while this Agreement is in force, (b) be construed to be for the benefit of the Members, and (c) supersede any oral or written agreement between Provider and a Member, or a person acting

on a Member's behalf, that requires the Member to pay for such Covered Services.

6. No Termination for Expensive Medical Conditions. UBH shall not terminate this Agreement if Provider has a practice that includes a substantial number of patients with expensive medical conditions.

7. No Termination on Moral or Religious Grounds. UBH may not terminate this Agreement if Provider objects to the provision of or refuses to provide a health care service on moral or religious grounds.

8. Confidentiality of Member Information. UBH and Provider shall ensure that all identifiable information regarding Member health, diagnosis and treatment is adequately protected and remains confidential in compliance with all applicable state and federal laws and regulations and professional ethical standards. UBH and Provider shall provide employees or agents of the Pennsylvania Department of Health, the Pennsylvania Insurance Department, and, when necessary, the Pennsylvania Department of Public Welfare, access to records for the purpose of quality assurance, investigation of complaints or grievances, enforcement or other activities related to compliance applicable state and federal laws and regulations if such employees have direct responsibilities to review such records.

9. Cooperation. Provider shall participate in and abide by the decisions of UBH's quality assurance, utilization review and Member complaint and grievance systems.

10. Prompt Payment of Claims. UBH and Payer shall comply with the applicable prompt payment requirements set forth in Pennsylvania Statutes.

11. Termination Without Cause. If the Agreement contains a termination without cause provision, UBH or Provider may terminate the Agreement without cause in the form and for the length of time as provided in the Agreement, but in no case will UBH or Provider provide less than 60 days prior written notice.

12. Notice of Changes. UBH will provide Provider at least 30 days prior written notice of any changes to the Agreement, policies or procedures affecting Provider or the payment of Covered Services to Members, unless such change is required by law or regulation.

13. Definitions. The following terms shall have the meanings set forth below:

a. "Emergency" shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge or health and medicine, could reasonably expect the absence of immediate medical attention to result in (a) placing the health of the individual (or with respect to a pregnant woman, the health of the woman and her unborn child) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.

b. "Medically Necessary" shall mean a determination by a qualified and trained medical professional, based on a review of information provided by the Member, the Member's

family, and other medical professionals, that: (a) the service or benefit shall, or is reasonably expected to, prevent the onset of an illness, condition or disability; (b) the service or benefit shall, or is reasonably expected to, reduce or ameliorate the physical, mental or developmental effects of an illness, condition, injury or disability; or (3) the service or benefit shall assist the Member to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the Member and those functional capacities that are appropriate for Members of the same age.

14. To the extent Provider is or provides Covered Services through an Integrated Delivery System (“IDS”), as defined in 28 Pa. Code §9.602, the following additional shall apply.

IDS Contracts Required Provisions (28 Pa. Code §9.724).

a. Provider acknowledges and agrees that under no circumstance shall provision of Covered Services to Members be delayed, reduced, denied or otherwise hindered because of the financial or contractual relationship between UBH and Provider or Provider and the health care providers that participate in its IDS.

b. Provider acknowledges and agrees that only those IDS participating health care providers who meet UBH’s credentialing and provider contracting standards may participate and provide services to Members and that the ultimate authority to approve or terminate IDS health care Providers is retained by UBH.

c. Provider acknowledges and agrees that UBH is required to establish, operate and maintain a health care services delivery system, quality assurance system, provider credentialing system, Member complaint and grievance system, and other systems meeting DOH standards and that UBH is directly accountable to DOH with the standards and for provision of quality, cost-effective care to Members. Nothing in the Agreement does or may limit UBH’s authority or responsibility to meet standards or to take prompt corrective action to address a quality of care problem, resolve a Member complaint or grievance, or to comply with a regulatory requirement of DOH.

d. Provider agrees to provide UBH and the DOH with access to medical and other records concerning the provision of services to Members by the IDS through its participating health care providers. Provider agrees to permit and cooperate with onsite reviews by the DOH for purposes of monitoring the effectiveness of Provider’s performance of any UBH delegated functions.

e. Provider agrees that any delegation of authority or responsibility, in part or in full, for provider credentialing and relations, quality assessment, UR and other plan functions to Provider shall be subject to performance monitoring by UBH and the DOH, and is subject to independent validation by UBH, DOH, or an independent quality review organization or Certified Utilization Review Entity (“CRE”) approved by the DOH.

f. Provider agrees to collect and provide UBH with utilization, financial and other data for the purposes of monitoring and comparative performance analysis.

g. Provider shall agree to comply with data reporting requirements, including encounter, utilization and reimbursement methodology required by the DOH.

h. UBH and Provider agree that any delegation of medical management shall meet the requirements of 28 Pa. Code §9.675.

i. Provider agrees that the continuation of care provisions of this Attachment shall apply with equal force to IDS participating health care providers.

j. Provider agrees that the hold harmless provisions of this Attachment shall apply with equal force to IDS participating health care providers.

15. IDS-Provider Contracts Required Provisions (28 Pa. Code §9.725).

Prior to the effective date of the Agreement, if such Agreement is between UBH and an IDS, UBH will submit any required IDS-Provider contracts for review and approval by DOH in accordance with 28 Pa. Code §9.725. Provider agrees to cooperate with and timely provide drafts of such contracts to UBH to facilitate their submission to DOH. Such agreements shall be prepared to comply with the regulatory requirements of §9.725 and, consistent with such regulation, shall at a minimum require that:

1. Provider acknowledges and agrees that nothing contained in the Agreement limits:

a. The authority of UBH to ensure Provider's participation in and compliance with UBH's quality assurance, utilization management, Member complaint and grievance systems and procedures or limits.

b. The authority of DOH to monitor the effectiveness of UBH's system and procedures or the extent to which UBH adequately monitors any function delegated to Provider, or to require UBH to take prompt corrective action regarding quality of care or Member grievances and complaints.

c. UBH's authority to sanction or terminate Provider, in the event that Provider is found to be providing inadequate or poor quality care or failing to comply with plan systems, standards or procedures as agreed to by Provider.

2. Any delegation by UBH to Provider for performance of quality assurance, utilization management, credentialing, provider relations and other medical management systems shall be subject to UBH's oversight and monitoring of Provider's performance. Provider must meet the minimum credentialing standards established by UBH and approved by the Commonwealth of Pennsylvania. UBH retains the authority to accept, reject or terminate Provider.

3. UBH, upon failure of Provider to properly implement and administer the systems, or to take prompt corrective action after identifying quality, Member satisfaction or other problems, may terminate its contract with Provider, and that as a

result of the termination, Provider's participation in UBH's network may also be terminated.