South Dakota Regulatory Appendix

This South Dakota 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 South Dakota 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. **Member hold harmless.** In no event may Provider collect or attempt to collect from a Member any money owed to Provider by UBH nor may Provider have any recourse against Member for any covered charges in excess of the copayment, coinsurance, or deductible amounts specified in the coverage, including Members who have a health savings account. Provider will collect any applicable coinsurance, copayments, or deductibles from Members pursuant to the Member's Benefit Plan, and will notify Members of their personal financial obligations for non-covered services, as applicable.

2. **Cooperation with policies and programs.** Provider will cooperate with applicable administrative policies and programs of UBH, including payment terms, utilization review, quality assessment, and improvement programs, grievance procedures, data reporting

requirements, confidentiality requirements, and any applicable federal or state programs.

3. Communication. UBH may not prohibit or penalize Provider from discussing treatment options with Members irrespective of UBH's position on the treatment options, from advocating on behalf of Members within the utilization review or grievance processes established by UBH or from, in good faith, reporting to state or federal authorities any act or practice by UBH that jeopardizes patient health or welfare.

4. Access to Records. Provider will make health records available to UBH upon request but only those health records necessary to process claims, perform necessary quality assurance or quality improvement programs, or to comply with any lawful request for information from appropriate state authorities. UBH shall maintain the confidentiality of such records and may not make such records available to any other person who is not legally entitled to the records.

5. Termination without cause and continuation of care. UBH and Provider shall provide written notice to each other before terminating this Agreement without cause, in the form and for the length of time as provided in the Agreement, but in no case less than 60 days. If Provider is terminated without cause or chooses to leave the network, upon request by Provider or the Member and upon agreement by Provider to follow all applicable network requirements, UBH shall permit the Member to continue an ongoing course of treatment for 90 days following the effective date of termination. If a Member has entered a second trimester of pregnancy at the time of termination of the Agreement as specified in this section, the continuation of network coverage through Provider shall extend to the provision of postpartum care directly related to the delivery.

6. Notice by electronic transmission. UBH may only deliver a notice or document to Provider by electronic means with Provider's consent and in accordance with S.D. Codified Laws §§ 58-1-27 to 58-1- 39, inclusive.

7. Time for handling claim. Each clean claim shall be paid to Provider (if the claim is payable under the Benefit Plan and the terms of the Agreement), denied, or settled within 30 calendar days after receipt by UBH if submitted electronically, and within 45 calendar days after receipt by UBH. If the resolution of an otherwise clean claim requires additional information, UBH shall, within 30 calendar days after receipt of the claim, give Provider a full explanation of what additional information is needed in order to determine eligibility or adjudicate the claim. Provider shall submit all additional information requested by UBH within 30 calendar days after receipt of such request.

8. Intermediaries. If Provider is an intermediary organization, as defined in S.D. Codified Laws § 58-17F-1, the following shall apply:

(1) UBH's ultimate statutory responsibility to monitor the offering of Covered Services to Members shall be maintained whether or not any functions or duties are contractually delegated or assigned to Provider;
(2) UBH may approve or disapprove participation status of a subcontracted

provider in its own or a contracted network for the purpose of delivering Covered Services to Members;

(3) Provider shall provide UBH with access to all intermediary subcontracts, and give UBH the right to make copies to facilitate regulatory review, upon 20 days prior written notice from UBH;

(4) If applicable, Provider shall transmit utilization documentation and claims paid documentation to UBH;

(5) Provider shall maintain the books, records, financial information, and documentation of services provided to Members and preserve them for examination pursuant to S.D. Codified Laws, Chapter 58-3;

(6) Provider shall allow the director of the Division of Insurance access to Provider's books, records, financial information, and any documentation of services provided to Members, as necessary to determine compliance with S.D. Codified Laws §§ 58-17F-1 to 58-17F- 21, inclusive; and

(7) UBH may, in the event of Provider's insolvency, require the assignment to UBH of the provisions of a provider's contract addressing the provider's obligation to furnish covered services.