

UNITED BEHAVIORAL HEALTH PROVIDER AGREEMENT

Kansas Regulatory Requirements Attachment

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

This Attachment applies to all products or Benefit Plans sponsored, issued or administered by or accessed through UBH to the extent such products are regulated under **Kansas** 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 this Agreement, this Attachment shall control, except with regard to Benefit Plans outside the scope of this Attachment, and be read in accordance with applicable laws and regulations.

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 or regulations, as may be amended from time to time. Likewise, should any defined term herein conflict with applicable state law or regulation, the term as defined under applicable state law or regulation shall prevail.

Provisions to Benefit Plans regulated by the State of Kansas and/or under Kansas HMO laws, as applicable.

1. **Confidentiality of Medical Information.** Any data or information pertaining to the diagnosis, treatment or health of any Member obtained from the Member or from any provider shall be held in confidence and shall not be disclosed to any person except to the extent that it may be necessary pursuant to applicable federal or state law or upon the express consent of the Member or any Provider. In no case shall the name of a Member be disclosed in any data pertaining to the diagnosis, treatment or health of such Member in any medical review procedure or in any report required under the provisions of the Kansas Health Maintenance Organization Act (or the rules and regulations issued pursuant thereto) unless such Member has expressly consented thereto. UBH shall be entitled to claim any statutory privileges against such disclosure that the Provider who furnished such information to UBH is entitled to claim.

Upon the express request of the Member, a complete record of any data or information pertaining to the diagnosis, treatment or health of such Member obtained from the Member or from the Provider by UBH shall be provided to another health care provider designated by the Member when such Member is no longer a Covered Member.

2. **Continuity of Care.** If this Agreement between UBH and Provider is terminated or Provider is terminated from participation, Provider shall continue to provide care to a Member for a period of up to ninety (90) days in those cases where the continuation of such care is medically necessary and in accordance with the standard of MSHA Health Services and where the Member has applicable special circumstances. The Member shall not be liable to Provider for any amounts owed for services other than any of the Member's expenses (deductibles or copayment amounts specified in the health benefit plan or other contract between the Member and Plan). If Provider is authorized to continue treating a Member pursuant to this section, Payor shall pay Provider at the previously contracted rate for services provided to the Member.
3. **Medicaid Payment Source of Last Resort.** If valid Medicaid coverage provides benefits for the same loss or condition covered by UBH or Payer pursuant to this Agreement, Provider acknowledges that Medicaid coverage shall be the source of last resort of any payment to Provider.
4. **Method for Resolving Member Grievances.** Provider has received a clear and understandable description of UBH's method for resolving Member grievances. Provider agrees to comply with such grievance process as applicable.
5. **Audit.** Provider agrees that the Commissioner of Insurance of the State of Kansas has the right to examine the affairs of Provider related to services provided to Payors regulated by the State of Kansas pursuant to Kansas Statutes Section 40-3211.
6. **Emergency Medical Services.**
 - (a) **Member Responsibility.** If Provider is responsible for seeking prior authorization from UBH or Payor before receiving payment for treatment of emergency medical conditions and a Member is eligible at the time when Covered Services are provided, then the Member shall not be held financially responsible for payment of Covered Services, other than any copayments, coinsurance or deductibles for which Member is responsible under the terms of the Member's Benefit Plan, if the prior authorization for emergency medical services has not been sought or received.
 - (b) **Coverage/Prior Authorization.** UBH or Payor shall not deny coverage for emergency services if the symptoms presented by the Member and recorded by Provider indicate that an emergency medical condition exists, or for emergency services necessary to provide a Member with a medical examination and stabilizing treatment, regardless of whether prior authorization was obtained to provide those services. If UBH or Payor authorizes emergency services, UBH or Payor will not subsequently rescind or modify that authorization after provider renders the authorized care in good faith and pursuant to the authorization except for: (i) payments made as a result of misrepresentation, fraud,

omission or clerical error; and (ii) copayment, coinsurance or deductible amounts that are the responsibility of the Member. Once the Member is stabilized, UBH or Payor may require prior authorization as a condition of further coverage for continuing treatment, specialty consultations, transfer arrangements or other medically necessary and appropriate care for the Member. For required post evaluation or post stabilization services immediately following treatment of an emergency medical condition, UBH or Payor shall provide access to an authorized representative 24 hours a day, seven days a week, if UBH or Payor require authorization for such services.

7. **Prompt Pay.** UBH or Payor, as applicable, will pay claims as required by Kansas Statutes Section 40-2442 as may be amended from time to time.