8. Provider Rights and Responsibilities

As a Provider, you are responsible for understanding and complying with terms of your Agreement and this section. If you have any questions regarding your rights and responsibilities under the Agreement and as described in this section of the Provider Manual, we encourage you to call the Provider Services Department.

8.1 Providers' Rights and Responsibilities

All Providers are responsible for:

- Providing health care services without discriminating on the basis of health status or any other unlawful category
- Upholding all applicable responsibilities outlined in the Member Rights & Responsibilities Statement in this Provider Manual
- Maintaining open communication with a Member to discuss treatment needs and recommended alternatives, without regard to any covered benefit limitations or KP administrative policies and procedures. KP encourages open provider-patient communication regarding appropriate treatment alternatives and does not restrict Providers from discussing all available care options with Members
- Providing all services in a culturally competent manner
- Providing for timely transfer of Member medical records when care is to be transitioned to a new provider, or if your Agreement terminates
- Participating in KP Quality Improvement and UM Programs. KP Quality Improvement and UM Programs are designed to identify opportunities for improving health care provided to Members. These programs may interact with various functions, including, but not limited to, the complaint or grievance process, disease management, preventive health, or clinical studies. KP will communicate information about the programs and extent of Provider participation through special mailings and updates to the Provider Manual. These programs are also described in various sections of this Provider Manual
- Securing authorization or referral from KP prior to providing any non-emergency services
- Verifying eligibility of Members prior to providing services
- Collecting applicable copayments, co-insurance and/or deductibles from Members as required by your Agreement and this Provider Manual
- Complying with this Provider Manual and the terms of your Agreement
- Cooperating with and participating in the Member complaint and grievance process, as necessary

- Encouraging all Providers and their staff to include patients as part of the patient safety team by requesting patients to speak up when they have questions or concerns about the safety of their care
- Discussing adverse outcomes related to errors with the patient and/or family
- Ensuring patients' continuity of care including coordination with systems and personnel throughout the care delivery system
- Fostering an environment which encourages all Providers and their staff to report errors and near misses
- Pursuing improvements in patient safety including incorporating patient safety initiatives into daily activities
- Ensuring compliance with patient safety accreditation standards, legislation, and regulations
- Providing orientation of this Provider Manual to all subcontractors and participating practitioners, and ensuring that downstream providers adhere to all applicable provisions of the Provider Manual and the Agreement
- Notifying Provider Services in writing of any practice changes that may affect access for Members
- Reporting to the appropriate state agency any abuse, negligence or imminent threat to which the Member might be subject. You may request guidance and assistance from the local KP's Social Services Department to help provide you with required information that must be imparted to these agencies
- Contacting your local county Public Health Department if you treat a patient for a reportable infectious disease

Providers also have the right to:

- Receive payment in accord with applicable laws and applicable provisions of your Agreement
- File a provider dispute
- Participate in the dispute resolution processes established by KP in accord with your Agreement and applicable law

8.2 Complaint and Patient Care Problems

KP will work with a Provider to resolve complaints regarding administrative or contractual issues, or problems encountered while providing health care to Members.

8.2.1 Administrative and Patient Related Issues

For assistance in resolving administrative and patient related issues, please contact a Referral Coordinator (or assigned Outside Services Case Manager), if applicable from the referring KP facility. Examples of administrative issues include clarification of the authorization or referral process, and billing and payment issues.

8.2.2 Claim Issues

Regarding claims for referred services or emergency services, you may contact KP by calling **(800) 390-3510**.

For questions and clarification on how payments were computed, you may contact the office that issued the payment identified on the remittance advice and EOP. The phone number will be listed on the remittance advice.

For assistance in filing a Provider Dispute, please refer to Section 6.2 of this Provider Manual.

8.3 Required Notices

8.3.1 Provider Changes That Must Be Reported

Providers may notify Provider Services of the changes identified below by calling **(925) 924-5050**. Verbal notification must be followed by faxed documentation to **(877) 228-8306** or email to **TPMG-MSC-ProvSvcs@kp.org**. Please check your contract as it may contain provisions that limit your ability to add, delete or relocate practice sites, service locations or practitioners.

8.3.1.1 Provider Illness or Disability

If an illness or disability leads to a reduction in work hours or the need to close their practice or location, Providers must immediately notify Provider Services.

8.3.1.2 Practice Relocations

Notify Provider Services at least 90 Calendar Days prior to relocation to allow for the transition of Members to other Providers, if necessary.

8.3.1.3 Adding/Deleting New Practice Site or Location

Notify Provider Services at least 90 Calendar Days prior to opening an additional practice site or closing an existing service location.

8.3.1.4 Adding/Deleting Practitioners to/from the Practice

Notify Provider Services immediately when adding/deleting an employed or subcontracted practitioner to/from your practice. Before Members can be seen by the new practitioner, the practitioner must be credentialed according to applicable KP policy.

8.3.1.5 Changes in Telephone Numbers

Notify Provider Services at least 30 Calendar Days prior to the implementation of a change in telephone number. If the initial notification is given verbally, you must send written confirmation to the Notice address in your contract.

8.3.1.6 Federal Tax ID Number and Name Changes

If your Federal Tax ID Number or name should change, please notify us immediately so that appropriate corrections can be made to KP's files. The notification should include a copy of your W9 to support the requested change(s).

8.3.1.7 Mergers and Other Changes in Legal Structure

Please notify us in advance and as early as possible of any planned changes to your legal structure, including pending merger or acquisition.

8.3.1.8 Provider Directories Information per Health and Safety Code § 1367.27

Provider shall provide the following information to KP regarding Provider and all practitioners contracted with Provider who are eligible for referrals to provide professional services to Members. Provider shall notify KP in writing on a weekly basis when any changes to the following occur:

1. A Provider is not accepting new patients;
2. A Provider, who had previously not accepted new patients, is currently accepting new patients;
3. A Provider has retired or otherwise has ceased to practice; and
4. There is a change to the following information:
    a. A Provider's name, practice location or locations, and contact information;
    b. National Provider Identifier number;
    c. Area of specialty, including board certification, if any;
    d. Office email address, if available;
    e. The name of each affiliated provider group currently under contract with KP through which the provider sees Members;

f. A listing for each of the following practitioners that are under contract with the Provider or part of the Provider Group:

   i. For physicians and surgeons, the provider group, and admitting privileges, if any, at hospitals contracted with KP.

   ii. Nurse practitioners, physician assistants, psychologists, acupuncturists, optometrists, podiatrists, chiropractors, licensed clinical social workers, marriage and family therapists, professional clinical counselors, qualified autism service providers, as defined in H&S Code Section 1374.73, nurse midwives, and dentists.

   iii. For federally qualified health centers or primary care clinics, the name of the federally qualified health center or clinic.

   iv. For any provider described in subparagraph (i) or (ii) who is employed by a federally qualified health center or primary care clinic, and to the extent their services may be accessed and are covered through the contract with Provider, the name of the provider, and the name of the federally qualified health center or clinic.

g. Non-English language, if any, spoken by a health care provider or other medical professional as well as non-English language spoken by a qualified medical interpreter, in accordance with H&S Code Section 1367.04, if any, on the Provider's staff.

h. Identification of Participating Practitioners who no longer accept new patients for some or all the Benefit Plans.

If KP receives a report regarding the possible inaccuracy of information relating to a Provider, whether from a Member, a participating practitioner, or KP, KP shall promptly investigate, and either verify the accuracy of the information or, if necessary, update the Provider information. When investigating a report, KP shall comply with the requirements of H&S Code section 1367.27(o)(2), including:

1. Contacting the affected Provider no later than five Business Days following receipt of the report; and
2. Documenting the receipt and outcome of each report. The documentation shall include the Provider's name, location, and a description of KP's investigation, the outcome of the investigation, and any changes or updates made to the information provided to KP. KP shall make this documentation available in a timely manner as requested by the DMHC.

In accordance with your Agreement, you must cooperate with KP in maintaining our compliance with the Knox-Keene Laws. Providers are therefore required to periodically attest to the accuracy of your directory profile information in accordance with KP protocols, as may be updated from time to time.

8.3.2 Contractor Initiated Termination (Voluntary)

Your Agreement requires that you give advance written notice if you plan on terminating your contractual relationship with KP. The written notice must be sent in accordance with the terms of your Agreement.

When you give notice of termination, you must immediately advise Provider Services of any Members who will be in the course of treatment during the termination period.

Provider Services may contact you to review the termination process, which may include transferring Members and their medical records to other providers designated by KP.

KP will make every effort to notify all affected Members of the change in providers at least 60 Calendar Days prior to the termination, so that the Members can be given information related to their continuity of care rights, and to assure appropriate transition to ensure that they will have appropriate access to care. KP will implement a transition plan to move the Members to a provider designated by KP, respecting each Member's legal continuity of care rights, and making every effort to minimize any disruption to medical treatment. You are expected to cooperate and facilitate the transition process. You will remain obligated to care for the affected Members in accordance with the written terms of the Agreement, state and federal law.

8.3.3 Other Required Notices

You are required to give KP notice of a variety of other events, including changes in your insurance, ownership, adverse actions involving your license(s), participation in Medicare or Medicare certification, and other occurrences that may affect the provision of services under your Agreement. Your Agreement describes the required notices and manner in which notice should be provided.

From time to time, KP will request Providers complete a Provider Profile Information Form (PPIF). When requested, you must provide updated information listing the name, location, and address of each physical site at which you and your practitioners and subcontractors provide services to Members under the Agreement. This information is needed to assure that our payment systems appropriately recognize your locations and practitioners. Additionally, it facilitates verification that Providers seeing Members are appropriately credentialed and is essential for KP to continue to meet its legal, business and regulatory requirements.

8.4 Call Coverage Providers

Your Agreement may require that you provide access to services 24 hours per day, 7 days per week. If you arrange for coverage by practitioners who are not part of your practice or contracted directly with KP, the practitioners must agree to all applicable terms of your

Agreement with KP, including prohibition against balance billing Members, the KP accessibility standards, our Quality Assurance & Improvement and UM Programs and your fee schedule.

8.5 Health Information Technology

As Providers implement, acquire, or upgrade health information technology systems, your office or organization should use reasonable efforts to utilize, where available, certified health information technology systems and products that meet interoperability standards recognized by the Secretary of Health and Human Services ("Interoperability Standards"), have already been pilot tested in a variety of live settings, and demonstrate meaningful use of health information technology in accordance with the HITECH Act. Providers should also encourage their subcontracted providers to comply with applicable Interoperability Standards.