

7 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 Provider Services.

7.1 Providers' Responsibilities

All Providers are responsible for the following:

- Providing health care services without discriminating on the basis of health status or any other unlawful category.
- 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 co-payments, co-insurance and/or deductibles from Members as required by your Agreement and the Provider Manual.
- Complying with this Provider Manual and the terms of your Agreement.
- Cooperating with and participate in the Member complaint and grievance process, as necessary.
- Encouraging all Providers and their staff to include Members as part of the patient

safety team by requesting Members to speak up when they have questions or concerns about the safety of their care.

- Discussing adverse outcomes related to errors with the Member and/or family.
- Ensuring Members' 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 Member 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
- Rely on eligibility information provided by KP about any Member in accordance with the contract between the Plan Sponsor and KPIC

7.2 Required Notices

7.2.1 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-MS-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.

7.2.1.1 Provider Illness or Disability

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

7.2.1.2 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.

7.2.1.3 Adding/Deleting New Practice Site or Location

Notify Provider Services at least 90 calendar days prior to opening an additional practice site.

7.2.1.4 Adding/Deleting Practitioners to/from the Practice

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

7.2.1.5 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.

7.2.2 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 practitioners' licenses, participation in Medicare, 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.

7.3 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 the KP accessibility standards, our Quality Assurance & Improvement and UM Programs and your fee schedule.

7.4 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 its subcontracted providers to comply with applicable Interoperability Standards.