Alabama Addendum

State Specific Provider Requirements

# General Terms.

## *Relationship to Master Provider Agreement*.In the event that a provision of this Addendum conflicts with a provision of the Agreement, the provisions of this Addendum shall supersede, govern and control to the extent required by law and to the extent Contigo Health, Provider, Customers, Downstream Clients or Payors are subject to such law.

## *Applicability*. Provisions included herein which are not otherwise addressed by the Agreement shall be considered additional obligations upon the Parties for purposes of Covered Services provided in this State. Provisions included herein which specifically contradict an obligation under a provision of the Agreement shall replace that specific Agreement provision for purposes of Covered Services provided in this State, to the extent necessary to comply with applicable law. The provisions of this Addendum apply only to the entities covered by the referenced law and only for purposes of Covered Services provided in this State, unless otherwise required by the terms of the applicable law.

## *Definitions*. Capitalized terms used herein but not defined shall have the meaning assigned in the Agreement or assigned in the applicable law.

## *Citations*. The citations in this Addendum are current as of the date of this Addendum. Renumbering or recodification of statutes or regulations does not nullify the intent of the applicable provision provided herein.

## *Compliance with Law; Change of Law*. Any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with applicable law. To the extent a law cited herein is modified in a manner impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law. Contigo Health will update this Addendum after a change in law when reasonably practicable.

# Network Arranger Laws

## As of the date of this Addendum, there are no applicable laws of this type.

# General Insurance Laws

## As required by Ala. Code § 27-1-17.1(b), the following language is included in the Agreement, using the specific formatting provided below (bold, all caps and size 12 font):

## **IF A COVERED HEALTH CARE PROVIDER REQUESTS PAYMENT UNDER A HEALTH INSURANCE PLAN FROM A HEALTH INSURER OR ITS CONTRACTED VENDOR OR A REGIONAL CARE ORGANIZATION BE MADE USING ACH ELECTRONIC FUNDS TRANSFER, THAT REQUEST MUST BE HONORED. FURTHERMORE, SUCH A REQUEST MAY NOT BE USED TO DELAY OR REJECT A TRANSACTION, OR ATTEMPT TO ADVERSELY AFFECT THE COVERED HEALTH CARE PROVIDER.**

# Health Maintenance Organization (HMO)/Managed Care Organization (MCO) Specific Laws

## Any information which is required to be included in the Agreement under Ala. Admin. Code r. 420-5-6-.10(2)(a)-(p) and which is not already included in the body of the Agreement but has been provided to the Provider by the HMO separately shall be considered incorporated into the Agreement.

## As required by Ala. Admin. Code r. 420-5-6-.10(2)(q), the following language is included in the Agreement:

## [Provider] hereby agrees that in no event, including but not limited to, non-payment, health maintenance organization insolvency, or breach of this agreement, shall [Provider] bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against enrollee, or persons other than the health maintenance organization acting on behalf of the enrollee for services provided pursuant to this agreement. This provision shall not prohibit collection of copayments, deductibles, and coinsurances on the health maintenance organization's behalf made in accordance with the terms of the [Agreement] between the health maintenance organization and enrollee.

## [Provider] further agrees that (a) this provision shall survive the termination of this agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the health maintenance organization subscriber, and that (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between [Provider] and enrollee, or persons on their behalf.

## Provider may not change, amend, or waive any provision of this contract without prior written consent of the health maintenance organization. Any attempts to change, amend, or waive this contract are void.