Alaska 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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**

1. As required by Alaska Stat. § 21.07.010 (a)(3), in the event the Agreement includes a discretionary termination provision, the provision must apply equitably to both parties.
2. As required by Alaska Stat. § 21.07.010 (a)(4), in the event the Agreement does not contain a dispute resolution process, such processes shall at a minimum comply with Alaska Stat. § 21.07.010(a)(4).
3. As required by Alaska Stat. § 21.07.010 (a)(5), Provider may not be penalized or the Provider's Agreement terminated by the health care insurer because the Provider acts as an advocate for a covered person in seeking appropriate, medically necessary medical care services.
4. As required by Alaska Stat. § 21.07.010 (a)(6), Provider may communicate openly with a covered person about all appropriate diagnostic testing and treatment options.
5. Any information which is required to be included in the Agreement under Alaska Stat. § 21.07.010 and which is not already included in the body of the Agreement but has been provided to the Provider by the insurer separately shall be considered incorporated into the Agreement.

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

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