arizona 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 Ariz. Rev. Stat. § 20-1072(a), if the health care services organization fails to pay for covered health care services as set forth in the enrollee's evidence of coverage or contract the enrollee is not liable to the Provider for any amounts owed by the organization and the Provider or hospital shall not bill or otherwise attempt to collect from the enrollee the amount owed by the organization.

# As required by Ariz. Rev. Stat. § 20-1074(B), the Provider must provide services to enrollees at the same rates and subject to the same terms and conditions established in the Agreement for the duration of the period after the health care services organization is declared insolvent, until the earliest of the following determinations by the court: (i) that the organization cannot provide adequate assurance it will be able to pay Providers' claims for covered services that were rendered after the health care services organization is declared insolvent, (ii) that the insolvent organization is unable to pay Providers' claims for covered services that were rendered after the health care services organization is declared insolvent, (iii) that continuation of the Agreement would constitute undue hardship to the Provider, or (iv) that the health care services organization has satisfied its obligations to all enrollees under its health care plans.

# **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.