colorado 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 Colo. Rev. Stat. §10-16-121(1)(a), neither the Provider nor the carrier is prohibited from protesting or expressing disagreement with a medical decision, medical policy, or medical practice of the carrier or Provider.

# As required by Colo. Rev. Stat. §10-16-121(1)(b)(I), the carrier may not take an adverse action against a Provider because the Provider expresses disagreement with a carrier’s decision to deny or limit benefits to a covered person or because the Provider assists the covered person to seek reconsideration of the carrier’s decision or because a Provider discusses with a current, former, or prospective patient any aspect of the patient’s medical condition, any proposed treatments or treatment alternatives, whether covered by the plan or not, policy provisions of a plan, or a Provider’s personal recommendation regarding selection of a health plan based on the Provider’s personal knowledge of the health needs of such patients.

# As required by Colo. Rev. Stat. §10-16-121(1)(b)(II), a carrier may not take an adverse action against a Provider because the Provider, acting in good faith (A) communicates with a public official or other person concerning public policy issues related to health care items or services; (B) files a complaint, makes a report, or comments to an appropriate governmental body regarding actions, policies, or practice of the carrier the Provider believes might negatively affect the quality of, or access to, patient care; (C) provides testimony, evidence, opinion, or any other public activity in any forum concerning a violation or possible violation of any provision of this section; (D) reports what the Provider believes to be a violation of law to an appropriate authority; or (E) participates in any investigation into a violation or possible violation of any provision of this section.

# As required by Colo. Rev. Stat. §10-16-121(1)(c), carrier or its contracted claims processing entity shall comply with section 10-16-106.5(3), (4), and (5), as applicable.

# As required by Colo. Rev. Stat. §10-16-121(1)(d), Provider shall not be subjected to financial disincentives based on the number of referrals made to other Providers in the health plan for covered benefits so long as the Provider making the referral adheres to the carrier's or the carrier's intermediary's utilization review policies and procedures.

# As required by Colo. Rev. Stat. §10-16-121.3(2), the carrier must offer at least one method of payment to the Provider that does not require an associated fee charged to the Provider and must not restrict the method or form of payment to the Provider so that the only acceptable payment method is a credit card payment.

# As required by Colo. Rev. Stat. § 25-37-103(1), the Agreement includes the summary disclosure form included as Attachment One hereto.

# As required by Colo. Rev. Stat. § 25-37-103(1)(c), the termination rights are as stated in the Agreement. If the Agreement provides for termination for cause by either party, the Agreement shall state the reasons that may be used for termination for cause, which terms shall not be unreasonable, and the Agreement shall state the time by which notice of termination for cause shall be provided and to whom the notice shall be given.

# As required by Colo. Rev. Stat. § 25-37-103(1)(d), the carrier shall identify any utilization review or management, quality improvement, or similar program the carrier uses to review, monitor, evaluate, or assess the services provided pursuant to the Agreement. The policies, procedures, or guidelines of such program applicable to a Provider shall be disclosed upon request of the Provider within fourteen days after the date of the request.

# As required by Colo. Rev. Stat. § 25-37-104, a material change to the Agreement shall occur only if the carrier provides in writing to the Provider the proposed change and gives 90 days' notice before the effective date of the change. The writing shall be conspicuously entitled “notice of material change to contract.”

# As required by Colo. Rev. Stat. § 25-37-108(2)(c), this Agreement applies to network rental arrangements and is for the purpose of assigning, allowing access to, selling, renting, or giving the carrier's rights to the health care Provider's services.

# As required by Colo. Rev. Stat. § 25-37-111(1), a term for compensation or payment will not survive the termination of the Agreement, except for a continuation of coverage required by law or with the agreement of the health-care Provider.

# As required by Colo. Rev. Stat. § 25-37-111(2), to the extent the term of the Agreement is for less than 2 years, each Party shall have a right to terminate the Agreement without cause as stated in the Agreement, but in no event upon less than 90 days' written notice. For an agreement with a duration of 2 or more years each party shall have the right to terminate the Agreement without cause as stated in the Agreement, but in no event upon less than 60 days’ written notice as required by Colo. Rev. Stat. § 10-16-705(7).

# As required by Colo. Code Regs. § 702-4:4-2-56(Sec. 5), carrier and Provider must provide at least 60 days written notice to each other before a Provider is removed or leaves the network without cause. When the Provider gives or receives the notice, the Provider shall supply the carrier with a list of those patients of the Provider that are covered by a plan of the carrier. The carrier shall supply the Provider with a list of the Provider's patients that are covered by the carrier.

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

1. As required by Colo. Rev. Stat. §10-16-705(3), covered persons shall, in no circumstances, be liable for money owed to Providers by the plan and in no event shall a Provider collect or attempt to collect from a covered person any money owed to the Provider by the carrier. Nothing in this section shall prohibit a Provider from collecting coinsurance, deductibles, or copayments as specifically provided in the covered person's contract with the managed care plan.
2. As required by Colo. Rev. Stat. §10-16-705(4)(a)-(c), each managed care plan shall allow covered persons to continue receiving care for 90 days after the date a carrier has provided notice to an individual enrolled in such plan pursuant to Colo. Rev. Stat. §10-16-705(4)(d)(II)(A) that the Agreement is terminated. The carrier shall provide the requisite coverage or continuing care to the covered person at the covered person's in-network benefit level cost-sharing amount during the period beginning on the date on which the notice of termination is given pursuant to Colo. Rev. Stat. §10-16-705(4)(d)(II)(A) and ending on the earlier of the 90 period beginning on such date or the date on which the covered person is no longer a continuing care patient with the Provider or health-care facility. In the circumstance that coverage is terminated for any reason other than nonpayment of the premium, fraud, or abuse, every managed care plan shall provide for continued care for covered persons being treated at an in-patient facility until the patient is discharged.
3. As required by Colo. Rev. Stat. §10-16-705(4)(d), when a Provider is treating a continuing care patient who is a covered person under the plan and (A) the Agreement between the carrier and the Provider is terminated due to the expiration or nonrenewal of the Agreement, (B) the benefits provided under the managed care plan or the health insurance coverage, with respect to the Provider, are terminated due to the expiration or nonrenewal of the Agreement between the carrier and the Provider because of a change in the terms of the participation in the plan or coverage; or (C) a contract between the group health plan and the carrier offering coverage in connection with the group health plan is terminated due to the expiration or nonrenewal of the Agreement, resulting in the loss of benefits under the plan with respect to the Provider that is providing treatment or services to the covered person in compliance with the federal “No Surprises Act” then the carrier shall comply with the statutory requirements of Colo. Rev. Stat. §10-16-705(4)(d)(II).
4. As required by Colo. Rev. Stat. §10-16-705 (9), Providers shall not discriminate, with respect to the provision of medically necessary covered benefits, against covered persons that are participants in a publicly financed program.
5. As required by Colo. Rev. Stat. §10-16-705 (14), the sole responsibility for obtaining any necessary preauthorization rests with the Provider that recommends or orders said services, treatments, or procedures, not with the covered person. Covered person may receive a standing referral for medically necessary treatment pursuant to Colo. Rev. Stat. §10-16- 705 (14)(b).
6. As required by Colo. Code Regs. § 702-4:4-7-03(F), the sharing between Providers who are treating or who have treated the same enrollee, of medical record information which facilitates the continuity of health care services is required, consistent with state and federal statutes and regulations.
7. As required by Colo. Code Regs. § 702-4:4-7-1(Section 12)(B), the following language is included in the Agreement:
8. Provider agrees that in no event, including but not limited to nonpayment by the HMO, insolvency of the HMO or breach of this Agreement, shall the Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a subscriber, an enrollee or persons (other than the HMO) acting on his/their behalf for services provided pursuant to this Agreement. This provision does not prohibit the Provider from collecting supplemental charges or copayments or fees for uncovered services delivered on a ‘fee-for-service’ basis to HMO subscribers/enrollees.
9. Provider agrees that this provision shall survive the termination of this Agreement, for authorized services rendered prior to the termination of this Agreement, regardless of the cause giving rise to termination and shall be construed to be for the benefit of the HMO subscriber/enrollees. This provision is not intended to apply to services provided after this Agreement has been terminated.
10. Provider agrees that this provision supersedes any oral or written contrary agreement now or existing hereafter entered into between the Provider and the subscriber, enrollee, or persons acting on their behalf insofar as such contrary agreement relates to liability for payment of services provided under the terms and conditions of this Agreement.
11. Any modification, addition, or deletion to this provision shall become effective on a date no earlier than 30 days after the Commissioner has received written notification of proposed changes.
12. As required by Colo. Code Regs. § 702-4:4-7-1(Section 12)(C), the Agreement sets forth the HMO's reimbursement arrangements with the participating Provider and includes any financial risk assumed by the participating Provider. An HMO shall additionally maintain evidence that it took reasonable steps to ascertain that the Provider understands such arrangements and that the HMO has determined that the Provider is capable of undertaking the financial risk assumed.

Attachment one

COLORADO SUMMARY DISCLOSURE FORM

As required by Colo. Rev. Stat. 25-37-103(1), this Summary Disclosure Form is for informational purposes only and shall not be a term or condition of the Agreement.

1. Compensation or Payment Terms: Section 4, Attachment C

2. Category of Coverage for which Provider is to Provide Service: Section 1, Attachment B

3. Duration of the Contract: Section 6(a)

4. Methods of Contract Termination: Section 6(b), Attachment D Article V

5. Person/Entity Responsible for Processing Claims: Section 1, Attachment D Article III

6. Dispute Resolution: Section 7

7. Subject and Order of Addenda:

A. Attachment A Provider Information

B. Attachment B Scope of This Agreement

C. Attachment C Compensation

D. Attachment D Participating Provider Provisions

E. Attachment E Delegated Credentialing Agreement