delaware 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 Del. Code Ann. tit. 18, § 3339,if the insurer proposes to terminate or not renew the Agreement with a Provider, the insurer will give a minimum of 60 days written notice thereof to the Provider prior to the effective date of the termination of the Agreement. This notice will include a statement of the Provider's right to request a written explanation and to request an internal administrative review within 20 days.

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

1. As required by 18 Del. Admin. Code § 1403-7.0(7.1), the following language is included in the Agreement:

Provider agrees that in no event, including but not limited to nonpayment by the MCO or intermediary, insolvency of the MCO or intermediary, 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 an enrollee or a person (other than the MCO or intermediary) acting on behalf of the enrollee for services provided pursuant to this Agreement. This Agreement does not prohibit the Provider from collecting coinsurance, deductibles or co-payments, as specifically provided in the evidence of coverage, or fees for uncovered services delivered on a fee-for-service basis to enrollees.

In the event of an MCO or intermediary insolvency or other cessation of operations, covered services to enrollees will continue through the period for which a premium has been paid to the MCO on behalf of the enrollee or until the enrollee's discharge from an inpatient facility, whichever time is greater. Covered benefits to enrollees confined in an inpatient facility on the date of insolvency or other cessation of operations will continue until their continued confinement in an inpatient facility is no longer medically necessary.

1. As required by 18 Del. Admin. Code § 1403-7.0(7.2), the Agreement provisions that satisfy the requirements of Del. Admin. Code § 1403-7.0(7.1) will be construed in favor of the enrollee, will survive the termination of the Agreement regardless of the reason for termination, including the insolvency of the MCO, and will supersede any oral or written contrary agreement between a Provider and an enrollee or the representative of an enrollee if the contrary agreement is inconsistent with the hold harmless and continuation of covered services provisions.
2. As required by 18 Del. Admin. Code § 1403-7.0(7.3), the definitions contained in the Agreement align with the definitions or provisions contained in Del. Admin. Code § 1403-7.0. The terms of this Addendum are intended to comply with 18 Del. Admin. Code § 1403-7.0. In the event of a conflict between a provision of the Agreement and this Addendum, the terms of this Addendum shall control.