district of columbia 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 D.C. Mun. Regs. tit. 26, §4704.3, the following language is included in the Agreement:

# Provider hereby agrees that in no event, including, but not limited to, non-payment by Corporation or entity with access to this Agreement by virtue of a contract with Corporation for any reason, including a determination that the services furnished were not Medically Necessary, Corporation's insolvency, Provider's failure to submit claims within the time period specified or breach of this Agreement, will Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than Corporation for Covered Services furnished pursuant to this Agreement. This provision will not prohibit collection of applicable copayments, coinsurance or deductibles billed in accordance with the terms of Corporation's agreements with Members.

# Provider further agrees that this provision will survive the termination of this Agreement regardless of the cause giving rise to such termination and will be construed to be for the benefit of Members. Finally, this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Provider and members or persons acting on their behalf. Any modifications, additions, or deletions to the provisions of this hold harmless clause will become effective on a date no earlier than thirty (30) days after the Commissioner has received written notice of such proposed changes.

# As required by D.C. Mun. Regs. tit. 26, §4704.5, in the event of a health carrier or intermediary insolvency or other cessation of operations, the Provider's obligation to deliver covered services to covered persons without balance billing will continue until the earlier of (a) the termination of the covered person's coverage under the network plan, including any extension of coverage provided under the contract terms, or applicable District or federal law for covered persons who are in an active course of treatment or totally disabled; or (b) the date the Agreement between the carrier and the Provider would have terminated if the carrier or intermediary had remained in operation, including any required extension for covered persons in an active course of treatment.

# As required by D.C. Mun. Regs. tit. 26, §4704.15, health carrier shall provide at least 60 days written notice to a participating Provider before the Provider is removed from the network without cause.

# As required by D.C. Mun. Regs. tit. 26, §4704.21, facilities, as applicable, shall comply with written disclosure or notice provisions of D.C. Mun. Regs. Tit. 26, §4704.21 acknowledging that the facility is a participating Provider of the covered person's network plan and disclosing that certain providers at the facility may not be participating Providers.

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

1. As required by D.C. Code Mun. Regs. tit. 31, §31-3406, the Provider is permitted and required to discuss medical treatment options with the patient.
2. As required by D.C. Code Mun. Regs. tit. 31, §31-3412(d), in the event a HMO fails to pay for health care services as set forth in the Agreement, the enrollee will not be liable to the provider for any sums owed by the HMO.
3. As required by D.C. Code Mun. Regs. tit. 31, §31-3412(f), in the event the Provider terminates the Agreement, the Provider will give the HMO at least 60 days advance notice of termination.