Florida 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 required by Fla. Stat. § 627.64731, the services of the Provider may be sold, leased, rented or access to such services may otherwise be granted to a third party, including network rental arrangements, and one of the purposes of the Agreement is selling, renting or giving the Contracting Entity rights to the services of the Provider, including to other preferred provider organizations. The Contracting Entity may sell, lease, rent or otherwise grant access to the Provider’s services only to a third party that is:

### A payor or a third-party administrator or other entity responsible for administering claims on behalf of the payor;

### A preferred provider organization or preferred provider network that receives access to the Provider’s services pursuant to an arrangement with the preferred provider organization or preferred provider network in a contract with the Provider and that is required to comply with all of the terms, conditions, and affirmative obligations to which the originally contracted primary participating provider network is bound under its contract with the Provider, including, but not limited to, obligations concerning patient steerage and the timeliness and manner of reimbursement; or in the business of providing electronic claims transport between the contracting entity and the payor or third-party administrator and that complies with all of the applicable terms, conditions, and affirmative obligations of the contracting entity’s contract with the participating provider including, but not limited to, obligations concerning patient steerage and the timeliness and manner of reimbursement.

### An entity that is engaged in the business of providing electronic claims transport between the Contracting Entity and the payor or third-party administrator and that complies with all of the applicable terms, conditions, and affirmative obligations of the Agreement including, but not limited to, obligations concerning patient steerage and the timeliness and manner of reimbursement.

# **General Insurance Laws**

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

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

## As required by Fla. Stat. § 641.315(1), the subscriber is not liable to the Provider for any services for which the HMO is liable as specified in Fla. Stat. § 641.3154.

## As required by Fla. Stat. § 641.315(2)(a), the Provider must give 60 days’ advance written notice to the HMO and the Office of Insurance Regulation before cancelling the Agreement for any reason. Nonpayment for goods or services by the HMO is not a valid reason for avoiding the 60 days’ advance written notice requirement.

## As required by Fla. Stat. § 641.315(2)(b), the HMO must give 60 days’ advance written notice to the Provider and the Office of Insurance Regulation before cancelling the Agreement without cause, except in a case in which a patient’s health is subject to imminent danger or a physician’s ability to practice medicine is effectively impaired by an action by the Board of Medicine or other governmental agency.

## Any information which is required to be disclosed by the HMO under Fla. Stat. § 641.315(4) which is not already included in the body of the Agreement shall be disclosed to the Provider. HMO shall provide at least 30 calendar days’ prior written notice of any changes in the information disclosed under Fla. Stat. § 641.315(4).

## As required by Fla. Stat. § 641.315(7), neither the HMO nor the Provider may contract the Agreement unless the party has provided written notice for the reason for the termination.

## As required by Fla. Stat. § 641.234(3), the Agreement shall be cancelled upon issuance of an order by the Office of Insurance Regulation.

## As required by Fla. Stat. § 641.495(4), Provider agrees to take a pending or tracking number in the event HMO holds a request for treatment authorization pending.

## As required by Fla. Stat. § 641.511(8), Provider must post a consumer assistance notice prominently displayed in the reception area of the Provider and clearly noticeable by all patients. The consumer assistance notice must state the addresses and toll-free telephone numbers of the Agency for Health Care Administration and the Department of Financial Services. The consumer assistance notice must also clearly state that the address and toll-free telephone number of the organization’s grievance department shall be provided upon request.