georgia 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 Ga. Code Ann. § 33-20D-3(a)(2), the Contracting Entity may enter into an agreement with a third party allowing the third party to obtain the Contracting Entity’s rights and responsibilities under the Agreement as if the third party were the Contracting Entity. The Agreement prohibits such third party from increasing the contractual discounts or otherwise reducing the compensation to a Provider to an amount below that which the Provider was entitled from the Contracting Entity for health care services at the time the third party was granted access to the Agreement unless such third party becomes a Contracting Entity.

# **General Insurance Laws**

## As required by Ga. Code Ann. § 33-20A-61, in the event that a carrier, plan, network, panel, or any agent should terminate a Provider’s Agreement and thereby affect any enrollee's opportunity to continue receiving health care services from that Provider under the plan, any enrollee suffering from and receiving active health care services for a chronic or terminal illness or who is an inpatient shall have the right to continue to receive health care services from that Provider for a period of up to 60 days from the date of the termination of the Agreement. Any enrollee who is pregnant and receiving treatment in connection with that pregnancy at the time of the termination of that enrollee's Provider’s Agreement must have the right to continue receiving health care services from that Provider throughout the remainder of that pregnancy, including six weeks' postdelivery care. During the continuation of coverage period, the Provider will continue providing such services in accordance with the terms of the Agreement applicable at the time of the termination, and the carrier, plan, network, panel, and all agents thereof shall continue to meet all obligations of such Provider’s Agreement. The enrollee must not have the right to the continuation provisions if the Provider’s Agreement is terminated because of the suspension or revocation of the Provider's license or if the carrier, plan, network, panel, or any agent thereof determines that the Provider poses a threat to the health, safety, or welfare of enrollees.

## As required by Ga. Code Ann. § 33-20A-61, in the event that a Provider should terminate his or her Agreement with a carrier, plan, network, panel, or any agent thereof and thereby affect any enrollee's opportunity to continue receiving health care services from that Provider under the plan, any enrollee who is suffering from and receiving active health care services for a chronic or terminal illness or who is an inpatient will have the right to receive health care services from that Provider for a period of up to 60 days from the date of the termination of the Provider’s Agreement. Any enrollee who is pregnant and receiving health care services in connection with that pregnancy at the time of the termination of that enrollee's Provider’s Agreement will have the right to continue receiving health care services from that Provider throughout the remainder of that pregnancy, including six weeks' postdelivery care. During such continuation of coverage period, the Provider will continue providing such services in accordance with the terms of the Agreement applicable at the time of the termination, and the carrier, plan, network, panel, and all agents thereof will continue to meet all obligations of such Provider’s Agreement. The enrollee will not have the right to the continuation provisions if the Provider terminates his or her Agreement because of the suspension or revocation of the Provider’s license or for reasons related to the quality of health care services rendered or issues related to the health, safety, or welfare of enrollees.

## As required by Ga. Comp. R. & Regs. 120-2-44-.04, an insured shall be held harmless for Provider utilization review decisions over which he has no control.

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

## As required by Ga. Code Ann. § 33-20A-7, no Provider may be penalized for considering, studying, or discussing medically necessary or appropriate care with or on behalf of his or her patient. Provider may not be penalized by a managed care plan for providing testimony, evidence, records, or any other assistance to an enrollee who is disputing a denial, in whole or in part, of a health care treatment or service or claim.