Idaho 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 Idaho Code § 41-2872, written notice shall be provided to the Provider setting forth any breach of Agreement for which the insurer proposes that the Agreement be terminated or not renewed and will provide for a reasonable period of time for the Provider to cure such breach prior to termination or nonrenewal. If the breach has not been cured within such period of time the Agreement may be terminated or not renewed. Provided however, that if the breach of Agreement for which the insurer proposes that the Agreement be terminated or not renewed is a willful breach, fraud or a breach which poses an immediate danger to the public health or safety, the Agreement may be terminated or not renewed immediately.

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

## As required by Idaho Code § 41-3927(2), written notice will be provided to Provider setting forth any breach of contract for which the MCO proposes that the Agreement be terminated or not renewed and shall provide for a reasonable period of time for the Provider to cure such breach prior to termination or nonrenewal. If the breach has not been cured within such period of time the Agreement may be terminated or not renewed. Provided however, that if the breach of Agreement for which the MCO proposes that the Agreement be terminated or not renewed is a willful breach, fraud or a breach which poses an immediate danger to the public health or safety, the Agreement may be terminated or not renewed immediately.

## As required by Idaho Code § 41-3927(5), the MCO will not refuse to contract with or compensate for covered services an otherwise eligible Provider or nonparticipating provider solely because the Provider has in good faith communicated with one or more current, former, or prospective patient regarding the provisions, terms or requirements of the organization's products as they relate to the needs of the Provider's patients.

## As required by Idaho Code § 41-3927(6), the MCO may require a Provider to indemnify and hold harmless the MCO under certain circumstances so long as the MCO also agrees to indemnify and hold harmless the Provider under comparable circumstances.

## As required by Idaho Code § 41-3927(7), on request and within a reasonable time, the MCO must make available to any party to a Provider Agreement any documents referred to or adopted by reference in the Agreement except for information which is proprietary or a trade secret or confidential personnel records.

## As required by Idaho Code § 41-3927(8), the MCO must permit Provider who is practicing in conformity with community standards to advocate for his or her patient without being subject to termination or penalty for the sole reason of such advocacy.