Illinois 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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**

## Any information which is required to be included in the Agreement under Ill. Admin. Code tit. 50, § 2051.290 and which is not already included in the body of the Agreement but has been provided to the Provider by the Preferred Provider Program Administrator separately shall be considered incorporated into the Agreement.

## As required by Ill. Admin. Code tit. 50, § 2051.290(c), when payments are due to the Provider for services rendered, Provider must maintain and make medical records available:

###  To the Preferred Provider Program Administrator and/or insurer for the purpose of determining, on a concurrent or retrospective basis, the medical necessity and appropriateness of care provided to beneficiaries;

### To appropriate state and federal authorities and their agents involved in assessing the accessibility and availability of care or investigating member grievances or complaints; and

### To show compliance with the applicable state and federal laws related to privacy and confidentiality of medical records.

## As required by Ill. Admin. Code tit. 50, § 2051.300, Provider consents to the selling, leasing ,assignment, assumption or other delegation of the preferred provider program to another Preferred Provider Program Administrator.

# **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 215 Ill. Comp. Stat. 125/2-8, the following language is included in the Agreement

## The provider agrees that in no event, including but not limited to nonpayment by the organization of amounts due the hospital provider under this contract, insolvency of the organization or any breach of this contract by the organization, shall the hospital provider or its assignees or subcontractors have a right to seek any type of payment from, bill, charge, collect a deposit from, or have any recourse against, the enrollee, persons acting on the enrollee’s behalf (other than the organization), the employer or group contract holder for services provided pursuant to this contract except for the payment of applicable co-payments or deductibles for services covered by the organization or fees for services not covered by the organization. The requirements of this clause shall survive any termination of this contract for services rendered prior to such termination, regardless of the cause of such termination. The organization’s enrollees, the persons acting on the enrollee’s behalf (other than the organization) and the employer or group contract holder shall be third party beneficiaries of this clause. This clause supersedes any oral or written agreement now existing or hereafter entered into between the provider and the enrollee, persons acting on the enrollee’s behalf (other than the organization) and the employer or group contract holder.

## As required by 215 Ill. Comp. Stat. 125/2-8 and Ill. Admin. Code tit. 50, § 4521.50, Provider or subcontractor shall provide, arrange for, or participate in the quality insurance program mandated under 215 Ill. Comp. Stat. 125/2-8(b), unless the Illinois Department of Public Health certifies that such programs will be fully implemented without any participation or action from Provider.

## As required by Ill. Admin Code tit. 50, § 4520.50(a) and Ill. Admin. Code tit. 50, § 4521.50, Provider shall provide at least 60 days’ notice for termination of the Agreement with cause and at least 90 days’ notice for termination of the Agreement without cause. Upon receipt of the notice of termination, the health care plan or HMO shall notify enrollees within 30 days after the termination and the proper steps to be taken for selecting a new health care provider. In the event the Provider violates the agreement and fails to give timely notice, the health care plan or HMO must provide immediate notice to enrollees. The health care plan or HMO must inform the Department immediately of any known or intended termination, with or without cause, of an MCO.

## As required by Ill. Admin. Code tit. 50, § 4521.50, the Provider shall maintain professional liability insurance that is effective as of the effective date of the Agreement. Provider shall give HMO at least 15 days’ advance notice of cancellation of such insurance.

## As required by Ill. Admin. Code tit. 50, § 4521.50, to the extent the Agreement is a capitated provider agreement, the following language is included in the Agreement:

## The provider agrees that in no event, including but not limited to nonpayment by the HMO of amounts due the provider under this contract, insolvency of the HMO or any breach of this contract by the HMO, shall the provider or its assignees or subcontractors have a right to or seek any type of payment from, bill, charge, collect a deposit from, or have any recourse against, the enrollee, persons acting on the enrollee's behalf (other than the HMO), the employer or group contract holder for services provided pursuant to this contract; except for the payment of applicable co-payments or deductibles for services covered by the organization or fees for services not covered by the HMO. The requirements of this clause shall survive any termination of this contract for services rendered prior to such termination, regardless of the cause of such termination. The HMO's enrollees, the persons acting on the enrollee's behalf (other than the HMO), and the employer or group contract holder shall be third party beneficiaries of this clause. This clause supersedes any oral or written agreement now existing or hereafter entered into between the provider and the enrollee, persons acting on the enrollee's behalf (other than the HMO) and the employer or group contract holder.