indiana 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 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 Ind. Code § 27-13-15-1(Sec. 1)(a)(4), in the event the HMO fails to pay for health care services as specified by the Agreement, the subscriber or enrollee is not liable to the Provider for any sums owed by the HMO.

## As required by Ind. Code § 27-13-17-1(Sec. 1), the Provider must give the HMO at least 60 days advance notice before terminating the Agreement unless the Provider provides 30% or more of the HMO services, in which case the Provider must give at least 120 days advance notice.

## As required by Ind. Code § 27-13-36-6(Sec. 6), the HMO will provide for continuation of care in the event that a Provider's Agreement is terminated, provided that the termination is not due to a quality of care issue. The Provider, upon the request of the enrollee, will continue to treat the enrollee for up to 60 days following the termination of the Agreement, in the case of a pregnant enrollee in the third trimester of pregnancy, throughout the term of the enrollee's pregnancy. If the Provider is a hospital, the continuation of treatment will be until the earlier of the following (i) 60 days following the termination of the Agreement, or (ii) the enrollee is released from inpatient status at the hospital. During this continuation period the Provider (i) will agree to continue accepting the Agreement terms and conditions, and (2) is prohibited from billing the enrollee for any amounts in excess of the enrollee's deductible or copayment.