cKentucky 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 Ky. Rev. Stat. Ann. § 304.17A-728 and which is not already included in the body of the Agreement but has been provided to the Provider by the carrier separately shall be considered incorporated into the Agreement.

# **General Insurance Laws**

## As required by Ky. Rev. Stat. Ann. § 304.17A-235(3), if insurer makes any material change to the Agreement, the insurer must provide the Provider with at least 90 days' notice of the material change. The notice of a material change must follow the requirements listed in Ky. Rev. Stat. Ann. § 304.17A-235(3).

## As required by Ky. Rev. Stat. Ann. § 304.17A-235(4)-(5), if a material change relates to the Provider's inclusion in any new or modified insurance products, or proposes changes to the Provider's membership networks (a) the material change will only take effect upon the Provider’s acceptance, evidenced by a written signature; and (b) the notice of the proposed material change must be sent by certified mail, return receipt requested. For any other material change (1) the material change shall take effect on the date provided in the notice unless the Provider objects; (2) Provider must make a written objection and deliver it to the insurer within 30 days of the receipt of notice; (3) within 30 days following the insurer’s receipt of the written objection, the insurer and the Provider shall attempt to reach an agreement; and (4) 30 days will be allowed for the parties to unwind their relationship, provide notice to patients and other affected parties, and terminate the Agreement pursuant to its original terms if no Agreement is made.

## As required by Ky. Rev. Stat. Ann. § 304.17A-235(6), if an insurer issuing a health benefit plan makes a change to the Agreement that changes an existing prior authorization, precertification, notification, or referral program, or changes an edit program or specific edits, the Insurer shall provide notice of the change to the Provider at least 15 days prior to the change.

## As required by Ky. Rev. Stat. Ann. § 304.17A-728(1), insurer will identify the products and markets applicable to any discount as provided in the Agreement. Insurer will not reimburse on a discounted fee basis unless the disclosure is provided in the Agreement with a Provider.

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

## As required by Ky. Rev. Stat. Ann. §304.17A-527(1)(a) and (1)(c), Provider shall not bill, charge, collect a deposit, seek compensation, remuneration, or reimbursement from the subscriber, or have any recourse against the subscriber, dependent of subscriber, enrollee, or any persons acting on their behalf, with respect to services provided in accordance with this Agreement under any circumstance including, the managed care plans nonpayment of moneys due to Provider, the insolvency of the managed care plan, or breach of this Agreement. This section shall not prohibit collection of copayments, deductibles, and/or co-insurance, and amounts for noncovered services. This provision shall survive the termination of this Agreement.

## As required by Ky. Rev. Stat. Ann. §304.17A-527(1)(b) and (1)(c), if this Agreement is terminated, for any reason, other than for quality of care issue or fraud, insurer shall continue to provide services and the plan shall continue to reimburse the Provider in accordance with the Agreement until the subscriber, dependent of the subscriber, or the enrollee is discharged from an inpatient facility, or the active course of treatment is completed, whichever time is greater, and in the case of a pregnant woman, services shall continue to be provided through the end of the post-partum period if the pregnant woman is in her fourth or later month of pregnancy at the time the agreement is terminated. This provision shall survive the termination of this Agreement.

## As required by Ky. Rev. Stat. Ann. §304A-527(1)(d), the insurer issuing the managed care plan will, upon request of a Provider, provide or make available to the Provider, when contracting or renewing an existing Agreement with such Provider, the payment or fee schedules or other information sufficient to enable the provider to determine the manner and amount of payments under the Agreement for Provider’s services prior to the final execution or renewal of the Agreement. The insurer issuing the managed care plan, or its designee, shall provide any change in schedules at least 90 days prior to the effective date of the amendment pursuant to KRS 304.17A-577.

## As required by Ky. Rev. Stat. Ann. §304.17A-527(1)(e), in the event Provider subcontracts with another provider to provide their licensed health care services to the subscriber, dependent of the subscriber, or enrollee of a managed care plan where the subcontracted provider will bill the managed care plan or subscriber or enrollee directly for the subcontracted services, the subcontract agreement must meet all the requirements of K.R.S §304A-527, and shall be filed with the Commissioner in accordance with K.R.S §304A-527.

## As required by Ky. Rev. Stat. Ann. § 304.17A-530, a Provider will not be penalized, or a Provider's agreement with a managed care plan terminated, because the Provider discusses medically necessary or appropriate care with an enrollee or another person on behalf of an enrollee. The Provider may not be prohibited by the plan from discussing all treatment options with the enrollee. Other information determined by the Provider to be in the best interests of the enrollee may be disclosed by the Provider to the enrollee or to another person on behalf of an enrollee. A health care provider will not be penalized for discussing financial incentives and financial arrangements between the Provider and the insurer with an enrollee.

## As required by Ky. Rev. Stat. Ann. §304.39-245 and Kentucky Department of Insurance Bulletin 2013-04, this Agreement applies to Kentucky no-fault benefits.