Maryland 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 Md. Code Ann., Ins. § 15-112.2 (b)-(e), if a Provider elects to terminate participation on a provider panel, the Provider shall (i) notify the carrier at least 90 days before the date of termination; and (ii) for at least 90 days after the date of the notice of termination, continue to furnish health care services to an enrollee of the carrier for whom the Provider was responsible for the delivery of health care services before the notice of termination.

## As required by Md. Code Ann., Ins. § 15-113(b), a carrier may not reimburse a Provider in an amount less than the sum or rate negotiated in the Agreement.

## As required by Md. Code Ann., Ins. § 15-123(d), each carrier shall make the definition of “experimental medical care” available on their website or upon Provider’s request.

## As required by Md. Code Ann., Ins. § 15-125(c), Provider retains the right to elect not to serve on a provider panel for workers' compensation services.

## As required by Md. Code Ann., Ins. § 15-136, carrier shall pay a bonus to primary care Providers for services provided in the office (i) after 6 p.m. and before 8 a.m.; or (ii) on weekends and national holidays. Any information which is required to be included in the Agreement under Md. Code Ann., Ins. § 15-136 and which is not already included in the body of the Agreement but has been provided to the Provider by the HMO separately shall be considered incorporated into the Agreement.

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

## As required by Md. Code Ann., Health-Gen. § 19-710(i)(1)-(4), the Agreement shall contain the following language:

The Provider may not, under any circumstances, including nonpayment of money due the Providers by the HMO, insolvency of the HMO, or breach of the Agreement, bill, charge, collect a deposit, seek compensation, remuneration, or reimbursement from, or have any recourse against the subscriber, member, enrollee, patient, or any persons other than the HMO acting on their behalf, for services provided in accordance with the Agreement.

## As required by Md. Code Ann., Health-Gen. § 19-710(i)(1)-(4), collection from the subscriber or member of copayments or supplemental charges in accordance with the terms of the subscriber's contract with the HMO, or charges for services not covered under the subscriber's contract, may be excluded from the hold harmless clause. The hold harmless clause will survive the termination of the Agreement, regardless of the cause of termination.

## As required by Md. Code Ann., Health-Gen. § 19-713.2, HMOs may review and inspect the Provider's books, records, and operations relevant to the Provider's Agreement for the purpose of determining the Provider's compliance with the Plan.

## As required by Md. Code Ann., Ins. § 15-115 (b), carrier may not deny, limit, or otherwise impair the participation of a Provider under contract with the carrier for choosing not to participate or limiting participation in the carrier's MCO.