minnesota 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 required by Minn. Stat. § 62Q.735(Subd. 2), both Parties agree to waive the requirement that any Agreement amendments or changes to the fee schedule must be disclosed to the Provider 45 days prior to the effective date.

# As required by Minn. Stat. § 62Q.735(Subd. 3), changes altering reimbursement must be disclosed to the Provider before the change is deemed to be in effect. Plan will not require a Provider to provide notice of intention to terminate its Agreement before renewal communications. Plan must provide any additional fees or fee schedules upon request

# As required by Minn. Stat. § 62Q.739, any unilateral terms regarding indemnification or arbitration in the Agreement shall not apply in relation to this Addendum. However, either party may unilaterally terminate the Agreement. A plan may not terminate or fail to renew a Provider's Agreement without cause unless the company has given the Provider a written notice of the termination or nonrenewal 120 days before the effective date.

# As required by Minn. Stat. § 62Q.74, the plan will not require Provider to participate in different categories of coverage than what they are contracted for without consent.

# **General Insurance Laws**

# As required by Minn. Stat. § 62Q.56, if the Agreement termination was not for cause and the Agreement was terminated by the plan, the plan must provide the terminated Provider and all treated enrollees with notification of the enrollees' rights to continuity of care with the terminated Provider.

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

## As required by Minn. Stat. § 62D.123, Provider shall cooperate with and participate in the HMO's quality assurance program, dispute resolution procedure, and utilization review program. Additionally, if Provider terminates the Agreement, without cause, the Provider must give the organization 120 days' advance notice of termination

## As required by Minn. Stat. § 62D.123, the following language is included in the Agreement:

PROVIDER AGREES NOT TO BILL, CHARGE, COLLECT A DEPOSIT FROM, SEEK REMUNERATION FROM, OR HAVE ANY RECOURSE AGAINST AN ENROLLEE OR PERSONS ACTING ON THEIR BEHALF FOR SERVICES PROVIDED UNDER THIS AGREEMENT. THIS PROVISION APPLIES TO BUT IS NOT LIMITED TO THE FOLLOWING EVENTS: (1) NONPAYMENT BY THE HMO OR (2) BREACH OF THIS AGREEMENT. THIS PROVISION DOES NOT PROHIBIT THE PROVIDER FROM COLLECTING CO-PAYMENTS OR FEES FOR UNCOVERED SERVICES.

THIS PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT FOR AUTHORIZED SERVICES PROVIDED BEFORE THIS AGREEMENT TERMINATES, REGARDLESS OF THE REASON FOR TERMINATION. THIS PROVISION IS FOR THE BENEFIT OF THE HMO ENROLLEES. THIS PROVISION DOES NOT APPLY TO SERVICES PROVIDED AFTER THIS AGREEMENT TERMINATES.

THIS PROVISION SUPERSEDES ANY CONTRARY ORAL OR WRITTEN AGREEMENT EXISTING NOW OR ENTERED INTO IN THE FUTURE BETWEEN THE PROVIDER AND THE ENROLLEE OR PERSONS ACTING ON THEIR BEHALF REGARDING LIABILITY FOR PAYMENT FOR SERVICES PROVIDED UNDER THIS AGREEMENT.