mississippi 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 Miss. Code. Ann*.* § 83-41-325, if the HMO fails to pay for health care services as set forth in the Agreement, the subscriber or enrollee shall not be liable to the Provider for any sums owed by the HMO.

## As required by 19-14 Miss. Code R. §14.6(B), the following language is included in the Agreement:

## Provider agrees that in no event, including but not limited to nonpayment by the health carrier or intermediary, insolvency of the health carrier or intermediary, or breach of this Agreement, shall the Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a covered person or a person (other than the health carrier or intermediary) acting on behalf of the covered person for services provided pursuant to this Agreement. This Agreement does not prohibit the Provider from collecting coinsurance, deductibles or copayments, as specifically provided in the evidence of coverage, or fees for uncovered services delivered on a fee-for-service basis to covered persons. Nor does this Agreement prohibit a Provider (except for a health care professional who is employed full-time on the staff of a health carrier and has agreed to provide services exclusively to that health carrier's covered persons and no others) and a covered person from agreeing to continue services solely at the expense of the covered person, as long as the Provider has clearly informed the covered person that the health carrier may not cover or continue to cover a specific service or services. Except as provided herein, this Agreement does not prohibit the Provider from pursuing any available legal remedy.

## As required by 19-14 Miss. Code R. §14.6(C), in the event of a health carrier or intermediary insolvency or other cessation of operations, covered services to covered persons will continue through the period for which a premium has been paid to the health carrier on behalf of the covered person or until the covered person's discharge from an inpatient facility, whichever time is greater. Covered benefits to covered persons confined in an inpatient facility on the date of insolvency or other cessation of operations will continue until their continued confinement in an inpatient facility is no longer medically necessary.

## As required by 19-14 Miss. Code R. §14.6(D), the provisions that satisfy the requirements of 19-14 Miss. Code R. §14.6(B) and (C) shall be construed in favor of the covered person, shall survive the termination of the Agreement regardless of the reason for termination, including the insolvency of the health carrier, and shall supersede any oral or written contrary agreement between a Provider and a covered person or the representative of a covered person if the contrary agreement is inconsistent with the hold harmless and continuation of covered services provisions required by 19-14 Miss. Code R. §14.6(B) and (C).

## As required by 19-14 Miss. Code R. §14.6(E), Providers cannot collect or attempt to collect from a covered person any money owed to the Provider by the health carrier.

## As required by 19-14 Miss. Code R. §14.6(E), health carrier selection standards for providers are developed for primary care professionals and each health care specialty.

## As required by 19-14 Miss. Code R. §14.6(F), carrier must notify Providers of their responsibilities with respect to the health carrier's applicable administrative policies and programs, including but not limited to terms, including payment, utilization review, quality assessment and improvement programs, credentialing, grievance procedures, data reporting requirements, confidentiality requirements and any applicable federal or state programs.

## As required by 19-14 Miss. Code R. §14.6(I), carrier must not offer an inducement under the managed care plan to Provider to provide less than medically necessary services to a covered person.

## As required by 19-14 Miss. Code R. §14.6(J), carrier must not prohibit Provider from discussing treatment options with covered persons irrespective of the carrier's position on the treatment options, or from advocating on behalf of covered persons within the utilization review or grievance processes established by the carrier.

## As required by 19-14 Miss. Code R. §14.6(K), carrier shall require Provider to make health records available to appropriate authorities involved in assessing the quality of care or investigating the grievances or complaints of covered persons, and to comply with the applicable laws related to the confidentiality of medical or health records.

## As required by 19-14 Miss. Code R. §14.6(L), carrier and Provider must provide at least 60 days written notice to each other before terminating the Agreement without cause. The health carrier must make a good faith effort to provide written notice of a termination within 30 days of receipt or issuance of a notice of termination to all covered persons who are patients seen on a regular basis by the Provider whose contract is terminating, irrespective of whether the termination was for cause or without cause. Where a contract termination involves a primary care professional, all covered persons who are patients of that primary care professional shall also be notified. Within 5 working days of the date that the Provider either gives or receives notice of termination, the Provider shall supply the health carrier with a list of those patients of the Provider that are covered by a plan of the health carrier.

## As required by 19-14 Miss. Code R. §14.6(M), the rights and responsibilities under the Agreement will not be assigned or delegated by the Provider without the prior written consent of the carrier.

## As required by 19-14 Miss. Code R. §14.6(O), carrier shall notify the Providers of their obligations, if any, to collect applicable coinsurance, copayments or deductibles from covered persons pursuant to the evidence of coverage, or of the providers' obligations, if any, to notify covered persons of their personal financial obligations for non-covered services.

## As required by 19-14 Miss. Code R. §14.6(P), carrier must not penalize a Provider because the Provider, in good faith, reports to authorities any act or practice by the carrier that jeopardizes patient health or welfare.

## As required by 19-14 Miss. Code R. §14.6(Q), carrier shall establish a mechanism by which the Providers may determine in a timely manner whether or not a person is covered by the carrier.

## As required by 19-14 Miss. Code R. §14.6(R), carrier shall establish procedures for the resolution of administrative, payment or other disputes between Providers and the carrier.

## As required by 19-14 Miss. Code R. § 14.6(S),the Agreement includes payment and reimbursement methodologies that are clearly described.

## As required by 19-14 Miss. Code R. § 14.6(T), the definitions contained in the Agreement align with the definitions contained in the managed care plan and Mississippi regulations. The terms of this Addendum are intended to comply with 19-14 Miss. Code R. § 14.6. In the event of a conflict between a provision of the Agreement and the Addendum, the terms of this Addendum shall control.