Nevada 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 Nev. Rev. Stat. § 687B.690, the following language is included in the Agreement:

## Provider of health care 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 of health care 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 health care services provided pursuant to this agreement. This agreement does not prohibit the provider of health care 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. This agreement does not prohibit a provider of health care (except for a provider of health care who is employed full-time on the staff of the health carrier and has agreed to provide health care services exclusively to the health carrier's covered persons and no others) and a covered person from agreeing to continue health care services solely at the expense of the covered person, as long as the provider of health care has clearly informed the covered person that the health carrier may not cover or continue to cover a specific health care service or health care services. Except as provided herein, this agreement does not prohibit the provider of health care from pursuing any available legal remedy.

## As required by Nev. Rev. Stat. § 687B.694(1)(a), the Agreement allows the Health Carrier to enter into an agreement with a third party allowing the third party to obtain the rights and responsibilities of the Health Carrier under the Agreement as if the third party were the Health Carrier.

## As required by Nev. Rev. Stat. § 687B.700, the following language is included in the Agreement:

In the event of the insolvency of the Health Carrier or any applicable intermediary, or in the event of any other cessation of operations of the Health Carrier or intermediary, the participating Provider must continue to deliver health care services covered by the network plan to a covered person without billing the covered person for any amount other than coinsurance, deductibles or copayments, as specifically provided in the evidence of coverage, until the earlier of:

### The date of the cancellation of the covered person's coverage under the Agreement pursuant to Nev. Rev. Stat. § 687B.310, including, without limitation, any extension of coverage provided pursuant to:

#### The terms of the contract between the covered person and the Health Carrier;

#### Nev. Rev. Stat. §§ 689A.04036, 689B.0303, 695B.1901, 695C.1691 and 695G.164, as applicable; or

#### Any applicable federal law for covered persons who are in an active course of treatment or totally disabled; or

### The date on which the Agreement would have terminated if the Health Carrier or intermediary, as applicable, had remained in operation, including, without limitation, any extension of coverage provided pursuant to:

#### The terms of the contract between the covered person and the Health Carrier;

#### Nev. Rev. Stat. §§ 689A.04036, 689B.0303, 695B.1901, 695C.1691 and 695G.164, as applicable; or

#### Any applicable federal law for covered persons who are in an active course of treatment or totally disabled.

## As required by Nev. Rev. Stat. § 687B.720, if a court determines the Health Carrier or any applicable intermediary to be insolvent or there is any other cessation of operations of the Health Carrier or any applicable intermediary then the Health Carrier to must provide written notice to the participating Provider as soon as practicable.

## As required by Nev. Rev. Stat. § 687B.760, the participating Provider must make health records available to appropriate state and federal authorities involved in assessing the quality of care or investigating the grievances or complaints of covered persons, and comply with the applicable state and federal laws related to the confidentiality of medical and health records and the covered person's right to see, obtain copies of or amend their medical and health records.

## As required by Nev. Rev. Stat. § 687B.770, the Health Carrier and participating Provider are prohibited from assigning or delegating the rights and responsibilities under the Agreement without the prior written consent of the other party.

## As required by Nev. Rev. Stat. 687B.670(2) and §§ 687B.830(1), to the extent the Agreement conflicts with any requirement set forth in Nev. Rev. Stat. § 687B.600 to Nev. Rev. Stat. § 687B.850, inclusive, the Agreement is reformed to conform with Nevada law, solely in relation to this Addendum.

# **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 Nev. Admin. Code. § 695C.190, the following language is included in the Agreement:

### The Agreement adequately and completely describes the responsibilities of the Provider and organization;

### The Provider releases the enrollee from liability for the cost of services rendered pursuant to the organization's health care plan except for any nominal payment made by the enrollee or for a service not covered under the evidence of coverage;

### If the Agreement is effective for less than one year, then the Agreement shall be reformed to be effective for one year, subject to any right of termination;

### The Provider is required to participate in the program to assure the quality of health care provided to enrollees;

### The Provider is required to provide all medically necessary services required by the evidence of coverage and the agreement to each enrollee for the period for which a premium has been paid to the organization;

### The Provider is required to give evidence of a contract of insurance against loss resulting from injuries resulting to third persons from the practice of his or her profession or a reasonable substitute for it as determined by the organization; and

### A Provider who is a physician must transfer or otherwise arrange for the maintenance of the records of enrollees who are his or her patients if the Provider leaves the panel of physicians associated with the organization.