New Hampshire 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 N.H. Rev. Stat. Ann. § 420-J:8(I), 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 payment or reimbursement from, or have recourse against a covered person or a person acting on behalf of the covered person (other than the health carrier or intermediary) 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 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 in this chapter, this agreement does not prohibit the provider from pursuing any available legal remedy.

### Provider further agrees that:

#### This provision shall survive the termination of this agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the covered person; and that

#### This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between provider and covered person or persons acting on their behalf.

### Any modifications, additions or deletions to the provisions of this section shall become effective on a date no earlier than 15 business days after the commissioner has received written notice of such proposed changes.

## As required by N.H. Rev. Stat. Ann. § 420-J:8(X), the health carrier may not remove the Provider from its network or refuse to renew the Provider with its network for participating in a covered person's internal grievance procedure or external review.

## As required by N.H. Rev. Stat. Ann. § 420-J:8(XI), if the Agreement is terminated for any reason other than the Provider’s unprofessional behavior, covered persons will have continued access to the Provider. The continued access to the Provider shall be made available for 60 days from the date of termination of the Agreement and shall be provided and paid for in accordance with the terms and conditions of the covered person's health benefit plan and the Agreement.

## As required by N.H. Rev. Stat. Ann. § 420-J:8(XIV), if the Provider is employed by a hospital or any affiliate then the Provider is not required or in any way obligated to refer patients to providers also employed or under contract with the hospital or any affiliate. Nothing in this paragraph shall be construed to prohibit health care carriers from providing coverage for only those services which are medically necessary and subject to the terms and conditions of the covered person's policy.

## As required by N.H. Rev. Stat. Ann. § 420-J:8(XVIII), the Provider must notify the carrier when the Provider is no longer accepting new patients. Notification shall take place no more than 30 days after the date the Provider is no longer accepting new patients.