New Mexico 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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**

## Any information which is required to be included in the Agreement under N.M. Stat. Ann. § 59A-22A-4 and which is not already included in the body of the Agreement but has been provided to the Provider separately shall be considered incorporated into the Agreement.

# **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.M. Stat. Ann. § 59A-46-13(E) and N.M. Code R. §§ 13.10.22.12(C) and (L), the following language is included in Agreement, and such language shall survive the termination of the Agreement, regardless of the reason for the termination, including the insolvency of the health care insurer or the HCMP:

## Health care professional/health care facility agrees that in no event, including but not limited to nonpayment by the health insuring corporation, insolvency of the health insuring corporation, or breach of this agreement, shall health care professional/health care facility bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against, a subscriber, enrollee, covered person, or person acting on behalf of the covered person, for health care services provided pursuant to this agreement. This does not prohibit health care professional/health care facility from collecting co-insurance, deductibles, or copayments as specifically provided in the evidence of coverage, or fees for uncovered health care services delivered on a fee-for-service basis to persons referenced above, nor from any recourse against the health insuring corporation or its successor.

## As required by N.M. Code R. § 13.10.22.12(D), the MHCP shall maintain and the Provider shall abide by all administrative policies and programs, including, but not limited to, payment systems, utilization review, quality assessment and improvement programs, credentialing, confidentiality requirements, and any applicable federal or state laws or requirements.

## As required by N.M. Code R. § 13.10.22.12(E), the availability and confidentiality of health records maintained by the Provider shall be made available to monitor and evaluate the quality of care, to conduct evaluations and audits, and to determine on a concurrent or retrospective basis the medical necessity and appropriateness of health care services provided to covered persons. The Provider shall make these health records available to appropriate state and federal authorities involved in assessing the quality of care or in investigating the grievances or complaints of covered persons and comply with applicable state and federal laws related to the confidentiality of medical or health records.

## As required by N.M. Code R. § 13.10.22.12(F), the contractual rights and responsibilities may not be assigned or delegated by the Provider without the prior written consent of the contracting MHCP.

## As required by N.M. Code R. § 13.10.22.12(G), the Provider shall maintain adequate professional liability and malpractice insurance and shall notify the MHCP not more than 10 days after the Provider’s receipt of notice of any reduction or cancellation of such coverage.

## As required by N.M. Code R. § 13.10.22.12(H), the Provider shall observe, protect, and promote the rights of covered persons as patients.

## As required by N.M. Code R. § 13.10.22.12(I), the Provider shall provide health care services without discrimination on the basis of a patient's participation in the health care plan, age, gender, ethnicity, religion, sexual orientation, health status, or disability, and without regard to the source of payments made for health care services rendered to a patient. This requirement shall not apply to circumstances when the Provider appropriately does not render services due to limitations arising from the health care professional's or health care facility's lack of training, experience, or skill, or due to licensing restrictions. The health care insurer or MHCP is required to provide interpreters for limited English proficient individuals and interpretative services for patients who qualify under the Americans with Disabilities Act, which shall be made available to Provider's office at no cost to the Provider.

## As required by N.M. Code R. § 13.10.22.12(J), the Provider may be required to ensure that covered health care services are provided or arranged for 24 hours per day, 7 days per week.

## As required by N.M. Code R. § 13.10.22.12(K), to the extent a dispute resolution process is not provided in the Agreement, such dispute resolution process is contained in the Provider Manual.

## As required by N.M. Code R. § 13.10.22.12(M), to the extent the Agreement uses terms or contains provisions that conflict with New Mexico statutes and regulations, the Agreement is reformed to conform with New Mexico law, solely in relation to this Addendum.

## As required by N.M. Code R. § 13.10.22.12(O), if MHCP fails to pay a Provider or fails to pay a covered person for out of pocket covered expenses within 45 days after a clean claim has been received by the MHCP, then the HMCP shall be liable for the amount due and unpaid with interest on that amount at the rate of 1.5 times the rate established by a bulletin entered by the superintendent in January of each calendar year. For the purposes of this provision, “clean claim” means a manually or electronically submitted claim that contains all the required data elements necessary for accurate adjudication without the need for additional information from outside of the MHCP's system and contains no deficiency or impropriety, including lack of substantiating documentation currently required by the MHCP, or particular circumstances requiring special treatment that prevents timely payment from being made by the MHCP.