North Carolina 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 N.C. Gen. Stat. § 58-50-56(f), the Preferred Provider Organization shall provide all Providers with information about the insurer and the insurer's preferred provider benefit plans, including information regarding for each insurer and preferred provider benefit plan the benefit designs and incentives that are used to encourage insureds to use preferred providers.

# **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.C. Gen. Stat. § 58-67-115(a), in the event the HMO does not maintain a special deposit in accordance with N.C. Gen. Stat. § 58-67-115(b) and 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. No other provisions of the Agreement shall, under any circumstances, change the effect of this provision. No Provider, or agent, trustee, or assignee thereof, may maintain any action at law against a subscriber or enrollee to collect sums owed by the HMO.

## As required by 11 N.C. Admin. Code 20.0202(1), all relevant exhibits, appendices, addendums and references of other documents contained therein are incorporated into the Agreement.

## In accordance with 11 N.C. Admin. Code 2020(2), all definitions of technical insurance or managed care terms used in the Agreement comply with 11 N.C. Admin. Code 2020(2) and are consistent with definitions included in the evidence of coverage issued in conjunction with the network plan, unless otherwise noted in the Agreement, evidence of coverage, or other applicable document.

## As required by 11 N.C. Admin. Code 20.0202(6), Provider is obligated to maintain licensure, accreditation, and credentials that meet the carrier's credential verification program requirements and must notify the carrier of subsequent changes in status of any information relating to the Provider’s professional credentials.

## As required by 11 N.C. Admin. Code 20.0202(7), Provider is obligated to maintain professional liability insurance coverage in an amount acceptable to the carrier and must notify the carrier of subsequent changes in status of professional liability insurance.

## As required by 11 N.C. Admin. Code 20.0202(8), to the extent the Agreement provides the delivery of health care services on a prepaid basis under N.C. Gen. Stat. § 58, the Provider shall not bill any network plan member for covered services, except for specified coinsurance, copayments, and applicable deductibles. This provision shall not prohibit a Provider and member from agreeing to continue non-covered services at the member's own expense, as long as the Provider has notified the member in advance that the carrier may not cover or continue to cover specific services and the member chooses to receive the service.

## As required by 11 N.C. Admin. Code 20.0202(9), Provider may be obligated under the Agreement to arrange for call coverage or other back-up to provide services in accordance with the carrier's standards for provider accessibility.

## As required by 11 N.C. Admin. Code 20.0202(10), carrier is obligated to provide a mechanism that allows Provider to verify member eligibility, based on current information held by the carrier, before rendering health care services.

## As required by 11 N.C. Admin. Code 20.0202(11), Provider shall: (i) maintain confidentiality of enrollee medical records and personal information as required by N.C. Gen. Stat. § 58-39 and other health records as required by law; (ii) maintain medical and other health records according to standards established by the carrier and as required by law; and (iii) make copies of such records available to the carrier and state authorities in conjunction with its regulation of the carrier.

## As required by 11 N.C. Admin. Code 20.0202(12), Provider shall cooperate with members in member grievance procedures.

## As required by 11 N.C. Admin. Code 20.0202(13), Provider shall not discriminate against members on the basis of race, color, national origin, gender, age, religion, marital status, health status, or health insurance coverage.

## As required by 11 N.C. Admin. Code 20.0202(16), Provider is obligated to comply with the carrier's utilization management programs, credential verification programs, quality management programs, and provider sanctions programs; however, none of these shall override the professional or ethical responsibility of the Provider or interfere with the Provider's ability to provide information or assistance to their patients.

## As required by 11 N.C. Admin. Code 20.0202(17), Provider authorizes and the carrier has an obligation to include the name of the Provider or the provider group in the provider directory distributed to its members.

## As required by 11 N.C. Admin. Code 20.0202(19), Provider's duties and obligations under the Agreement shall not be assigned, delegated, or transferred without the prior written consent of the carrier. The carrier shall notify the provider, in writing, of any duties or obligations that are to be delegated or transferred, before the delegation or transfer by the carrier.

## Any information which is required to be included in the Agreement under 11 N.C. Admin. Code 20.0202 and which is not already included in the body of the Agreement but has been provided to the Provider by the carrier separately shall be considered incorporated into the Agreement.