North Dakota 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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.D. Cent. Code § 26.1-47-02(1)(b), a Preferred Provider Arrangement includes the minimum standards imposed by N.D. Cent. Code chapters 26.1-26.4 to review and control the utilization of health care services and establish a procedure for determining whether health care services rendered are medically necessary.

## As required by N.D. Cent. Code § 26.1-47-02(1)(d), a Preferred Provider Arrangement that places a preferred Provider at risk for the cost or utilization of health care services must follow the health care insurer's applicable administrative policies and programs, including utilization review, quality assessment and improvement programs, credentialing, grievance procedures, and data reporting requirements.

## As required by N.D. Cent. Code § 26.1-47-02(1)(e), in the event a health care insurer fails to pay for health care services as set forth in the Agreement, the covered person is not liable to the Provider for any sums owed by the health care insurer.

## As required by N.D. Cent. Code § 26.1-47-02(1)(f), in the event of health care insurer insolvency, services for a covered person must continue for the period for which premium payment has been made and until the covered person's discharge from inpatient facilities.

## As required by N.D. Cent. Code § 26.1-47-02(1)(g), either party terminating the Agreement without cause must provide the other party with at least 60 days’ advanced written notice of the termination.

## As required by N.D. Cent. Code § 26.1-47-10, the health care insurer and Provider must comply with the state law regarding providing access to air ambulance 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.D. Cent. Code § 26.1-18.1-12(4), if the HMO fails to pay for health care services as set forth in the Agreement, the subscriber or enrollee is not liable to the provider for any sums owed by the HMO.

## As required by N.D. Cent. Code § 26.1-18.1-12(6), if the Provider terminates the Agreement, the Provider shall give the HMO at least 60 days' advance notice of termination.