Ohio 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 Ohio Rev. Code Ann. § 3963.02(A)(1)(c), one purpose of the Agreement is to sell, rent, or give the Contracting Entity's rights to the services of the participating Provider, including other preferred provider organizations, and the third party accessing the participating Provider’s services may be any of the following:

### A payer or a third-party administrator or other entity responsible for administering claims on behalf of the payer;

### A preferred provider organization or preferred provider network that receives access to the participating Provider's services pursuant to the Agreement, and is required to comply with all of the terms, conditions, and affirmative obligations to which the originally contracted primary participating provider network is bound under its contract with the participating Provider, including, but not limited to, obligations concerning patient steerage and the timeliness and manner of reimbursement.

### An entity that is engaged in the business of providing electronic claims transport between the Contracting Entity and the payer or third-party administrator and complies with all of the applicable terms, conditions, and affirmative obligations of the Contracting Entity's contract with the participating provider including, but not limited to, obligations concerning patient steerage and the timeliness and manner of reimbursement.

## As required by Ohio Rev. Code Ann. §§ 3963.03, the Agreement includes the summary disclosure form included as Attachment One hereto.

# **General Insurance Laws**

## As required by Ohio Rev. Code Ann. §§ 1751.13(C)(2) and (C)(12), the following language is included in the Agreement and shall survive the termination of the contract with respect to services covered and provided under the contract during the time the contract was in effect, regardless of the reason for the termination, including the insolvency of the health insuring corporation:

## Provider 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 Provider bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against, a subscriber, enrollee, person to whom health care services have been provided, or person acting on behalf of the covered enrollee, for health care services provided pursuant to this agreement. This does not prohibit Provider 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 Ohio Rev. Code Ann. § 1751.13(C)(3), the Provider must continue to provide covered health care services to enrollees as needed to complete any medically necessary procedures commenced but unfinished at the time of the health insuring corporation's insolvency or discontinuance of operations. The completion of a medically necessary procedure shall include the rendering of all covered health care services that constitute medically necessary follow-up care for that procedure. If an enrollee is receiving necessary inpatient care at a hospital, health care services are limited to that inpatient care in accordance with Ohio Rev. Code Ann § 1751.11(D)(3). In addition, the provision of such services are limited to the period ending 30 days after the health insuring corporation's insolvency or discontinuance of operations. This subsection shall not require the Provider to continue to provide any covered health care service after the occurrence of any of the following: (i) the end of the 30-day period following the entry of a liquidation order under Ohio Rev. Code § 3903; (ii) the end of the enrollee's period of coverage for a contractual prepayment or premium; (iii) the enrollee obtains equivalent coverage with another health insuring corporation or insurer, or the enrollee's employer obtains such coverage for the enrollee; (iv) the enrollee or the enrollee's employer terminates coverage under the contract; or (v) a liquidator effects a transfer of the health insuring corporation's obligations under the contract under Ohio Rev. Code Ann. § 3903.21(A)(8).

## As required by Ohio Rev. Code Ann. § 1751.13(C)(4), the Provider and health insuring corporation must abide by administrative policies and programs, including, but not limited to, payments systems, utilization review, quality assurance, assessment, and improvement programs, credentialing, confidentiality requirements, and any applicable federal or state program.

## As required by Ohio Rev. Code Ann. § 1751.13(C)(5), the availability and confidentiality of health records maintained by the Provider must 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 necessity of and appropriateness of health care services provided to enrollees, including to appropriate state and federal authorities for the purposes of assessing the quality of care or investigating the grievances or complaints of enrollees. The Provider is required to comply with applicable state and federal laws related to the confidentiality of medical or health records.

## As required by Ohio Rev. Code Ann. § 1751.13(C)(6), the Provider may not assign or delegate rights and responsibilities without the prior written consent of the health insuring corporation.

## As required by Ohio Rev. Code Ann. § 1751.13(C)(7), the Provider must maintain adequate professional liability and malpractice insurance. If the Provider receives a notice of any reduction or cancellation of such coverage, it must notify the health insuring corporation not more than 10 days after such receipt.

## As required by Ohio Rev. Code Ann. § 1751.13(C)(8), the Provider must observe, protect, and promote the rights of enrollees as patients.

## As required by Ohio Rev. Code Ann. § 1751.13(C)(9), the Provider must provide health care services without discrimination on the basis of a patient's participation in the health care plan, age, sex, ethnicity, religion, sexual preference, 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 or health care facility appropriately does not render services due to limitations arising from the Provider’s lack of training, experience, or skill, or due to licensing restrictions.

## As required by Ohio Rev. Code Ann. § 1751.13(C)(10), if the Provider is a primary care provider, the Provider must arrange for the provision of, covered health care services 24 hours per day, 7 days per week.

## As required by Ohio Rev. Code Ann. § 1751.13(C)(13), to the extent the Agreement uses terms in a manner not consistent with terms defined in Ohio Rev. Code. Ann. § 1751, the Agreement shall be reformed to be consistent with Ohio Rev. Code Ann. § 1751.

## As required by Ohio Rev. Code Ann. § 1751.13(F), the health insuring corporation may be a third-party beneficiary to the Agreement. The health insuring corporation has the authority to approve or disapprove the participation of any Provider or health care facility with which the intermediary organization contracts.

## As required by Ohio Rev. Code Ann. § 1751.13(G), the health insuring corporation and intermediary shall have the statutory responsibility to monitor and oversee the offering of covered health care services to its enrollees.

## To the extent the Agreement requires payment of interest required by Ohio Rev. Code Ann. § 3901.389, such payment of interest shall conform to Ohio Rev. Code Ann. § 3901.389.

## If required by Ohio Rev. Code Ann. § 3901.386, reimbursements for any service provided by a hospital shall be made directly to the hospital.

# **Health Maintenance Organization (HMO)/Managed Care Organization (MCO) Specific Laws**

## As of the date of this Addendum, there are no applicable laws of this type.

attachment one

OHIO SUMMARY DISCLOSURE FORM

(1) Compensation terms: Section 4, Attachment C

(a) Manner of payment: Percentage of billed charges, See Section 4, Attachment C

(b) Fee schedule available at: Section 4, Attachment C

(2) List of products or networks covered by this contract: Section 1, Attachment B

(3) Term of this contract: Section 6(a)

(4) Contracting entity or payer responsible for processing payment available at:

providerrelations@configurenet.com

Toll-free: 800-966-8776

Fax: 619-600-4818

(5) Internal mechanism for resolving disputes regarding contract terms available at: Section 7

(6) Addenda to contract

(a) Attachment A Provider Information

(b) Attachment B Scope of This Agreement

(c) Attachment C Compensation

(d) Attachment D Participating Provider Provisions

(e) Attachment E Delegated Credentialing Agreement

(7) Telephone number to access a readily available mechanism, such as a specific web site address, to allow a participating provider to receive the above information:

https://contigohealth.com/configurenet-contigo-health/

providerrelations@configurenet.com

Toll-free: 800-966-8776

Fax: 619-600-4818

IMPORTANT INFORMATION--PLEASE READ CAREFULLY

The information provided in this Summary Disclosure Form is a guide to the attached Health Care Contract as defined in section 3963.01(I) of the Ohio Revised Code. The terms and conditions of the attached Health Care Contract constitute the contract rights of the parties.

Reading this Summary Disclosure Form is not a substitute for reading the entire Health Care Contract. When you sign the Health Care Contract, you will be bound by its terms and conditions. These terms and conditions may be amended over time pursuant to section 3963.04 of the Ohio Revised Code. You are encouraged to read any proposed amendments that are sent to you after execution of the Health Care Contract.

Nothing in this Summary Disclosure Form creates any additional rights or causes of action in favor of either party.