Oregon 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 Or. Rev. Stat. § 743B.502(1), the Agreement authorizes the Contracting Entity to provide access to health care services and discounted rates of the Provider to another third party.

# **General Insurance Laws**

## As required by Or. Rev. Stat. § 743B.405(2)(a), to the extent the Agreement does not contain adequate notice and hearing procedures, the Agreement shall incorporate the procedures of the Provider Manual.

## As required by Or. Rev. Stat. § 743B.405(2)(c), the Provider is entitled to an annual accounting that summarizes the financial transactions between the parties for the year.

## As required by Or. Rev. Stat. § 743B.405(2)(d), the Provider is allowed to withdraw from the care of a patient when, in the professional judgment of the Provider, it is in the best interest of the patient to do so.

## As required by Or. Rev. Stat. § 743B.405(2)(e), a physician licensed under Or. Rev. Stat. §§ 677.100 to 677.228 shall be retained by the other party to the Agreement and shall be responsible for all final medical and mental health decisions relating to coverage or payment made pursuant to the Agreement.

## As required by Or. Rev. Stat. § 743B.405(2)(f), a physician, as defined in Or. Rev. Stat. § 677.010, who is practicing in conformity with Or. Rev. Stat. § 677.095 may advocate a decision, policy or practice without being subject to termination or penalty for the sole reason of such advocacy.

## As required by Or. Rev. Stat. § 743B.405(2)(g), to the extent a Provider is being reimbursed on a basis that includes financial risk withholds and the Agreement or Provider Manual does not otherwise contain reconciliation and settlement policies and procedures, the Provider is entitled to a full accounting of health care benefits claim data and related financial information on no less than a quarterly basis, as follows:

### The data shall include all pertinent information relating to the health care services provided, including related provider and patient information, reimbursements made and amounts withheld under the financial risk withhold provisions of the Agreement for the period of time under reconciliation and settlement between the parties.

### Any reconciliation and settlement undertaken pursuant to the Agreement shall be based directly and exclusively upon data provided to the party who is being reimbursed for the provision of health care services.

### All data, including supplemental information or documentation, necessary to finalize the reconciliation and settlement provisions of the Agreement relating to financial risk withholds shall be provided to the party who is being reimbursed for the provision of health care services no later than 30 days prior to finalizing the reconciliation and settlement.

## As required by Or. Rev. Stat. § 743B.405(2)(h), when continuity of care is required to be provided under by Or. Rev. Stat. § 743B.225, the insurer and the Provider shall provide continuity of care to enrollees as provided in Or. Rev. Stat. § 743B.225.

## As required by Or. Rev. Stat. § 743B.450(2), to the extent the Agreement contains provisions governing payment of claims that limit the rights and remedies available to the Provider under Or. Rev. Stat. §§ 743B.450 and 743B.452 or relieves a party of its obligation under Or. Rev. Stat. §§ 743B.450 and 743B.452, such provision is reformed to conform to Oregon law.

# **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.