Rhode Island 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 R.I. Gen. Laws § 27-20.10-4(a), Contracting Entity may enter into an agreement with a third-party allowing the third-party to obtain the Contracting Entity's rights and responsibilities under the provider network contract as if the third-party were the Contracting Entity.

# **General Insurance Laws**

## As required by R.I. Gen. Laws § 27-18.8-3(d)(6), any provision of the Agreement which allows the health care entity or network plan to terminate the Agreement without cause is removed in relation to this Addendum. In addition, termination for cause shall include lack of need due to economic considerations.

## As required by R.I. Gen. Laws § 27-18.8-3(d)(7), to the extent the Agreement or Provider Manual does not contain adequate due process in accordance with Rhode Island law, the Agreement or Provider Manual is reformed to conform with R.I. Gen. Laws § 27-18.8-3(d)(7).

## As required by R.I. Gen. Laws §§ 27-20.9-1(1)(a) and 27-20.9-2, the health insurer shall reimburse the Provider for covered services rendered by the Provider to the health insurer's subscribers or members following the first business day after the credentialing committee's approval, provided that the Provider returns a signed health care contract within 15 business days of receipt from the health insurer.

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

## As required by 230-20 R.I. Code R. § 30-9.9(A)(1), unless the beneficiary has self-referred, the beneficiary is held harmless from any financial liability beyond in-network cost shares attributable to the failure of a referring Provider to adhere to the referral process, including by failing to submit the required network plan's referral documents according to the health care entity requirements when there is evidence that the beneficiary sought and received a referral from the Provider. In no event, including but not limited to non-payment by the health care entity or intermediary, insolvency of the health care entity or one of its delegates or breach of the health care entity's agreement with the Provider, shall the Provider bill, charge, collect a deposit from, or seek compensation, remuneration or reimbursement from a beneficiary to include but not limited to facility or administrative fees added to a beneficiary for covered services by the Provider. No beneficiary shall be liable to any Provider for charges for covered benefits, except for the amounts due for co-payments, deductibles and/or coinsurance, when provided or made available to enrolled participants by a licensed health maintenance organization, as defined in R.I. Gen. Laws § 27-41-2(t), during a period in which premiums were paid by or on behalf of the enrollee.

## As required by 230-20 R.I. Code R. § 30-9.9(A)(2), if the Agreement is terminated, the beneficiary is held harmless for covered benefits except for amounts due for co-payments, coinsurance, and deductibles, for the duration of an active course of treatment or up to 1 year, whichever is earlier, subject to all the terms and conditions of the terminated Agreement, unless the provider is able to safely transition the patient to a network Provider. For this period of active treatment, the beneficiary shall only be responsible for in-network cost shares provided for under the beneficiaries' coverage documents and not otherwise prohibited by state or federal laws or regulations.

## As required by 230-20 R.I. Code R. § 30-9.9(B), the Agreement is reformed to conform to the following provisions:

### Any termination of the Agreement as a result of a modification shall be effective 15 calendar days from the mailing of a written notice of termination by the Provider to the health care entity.

### The termination due to a modification of the Agreement shall not affect the method of payment or reduce the amount of reimbursement to the Provider by the health care entity for any beneficiary in active treatment for an acute medical condition at the time the beneficiary's Provider terminates until the active course of treatment is concluded or, if earlier, 1 year after the termination.

## As required by 230-20 R.I. Code R. § 30-9.9(G), any provision of the Agreement which allows the health care entity to terminate the Agreement without cause is removed in relation to this Addendum.  In addition, termination for cause shall include lack of need due to economic considerations.