Utah 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 of the date of this Addendum, there are no applicable laws of this type.

# **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 Utah Code Ann. §§ 31A-8-407(1)(a) and 31A-45-301(1), if the HMO or MCO fails to pay for health care services as set forth in the Agreement, the enrollee may not be liable to the Provider for any sums owed by the HMO or MCO. If the HMO or MCO becomes insolvent, the rehabilitator or liquidator may require the Provider to: (i) continue to provide health care services under the Agreement until the earlier of: (1) 90 days after the date of the filing of a petition for rehabilitation or the petition for liquidation; or (2) the date the term of the Agreement ends; and (ii) subject to Utah Code Ann. §§ 31A-8-407(1)(c) or 31A-45-301(3) as appropriate, reduce the fees the Provider is otherwise entitled to receive from the HMO or MCO under the Agreement during the time period described in (i) of this subsection.

## As required by Utah Code Ann. § 31A-45-303(2)(b), the Provider is required to accept the specified payment in the Agreement as payment in full, relinquishing the right to collect amounts other than copayments, coinsurance, and deductibles from the enrollee.