Vermont 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impacting this Addendum, any required revisions shall be automatically incorporated herein and any provisions which are no longer applicable shall be considered severed from this Addendum effective as of the date of the change in law.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 Vt. Stat. Ann. tit. 18 § 9418c(a)(1), the Contracting Entity shall provide and the Agreement obligates the Contracting Entity to provide Provider with information sufficient for Provider to determine the compensation or payment terms for health care services.

## As required by Vt. Stat. Ann. tit. 18 § 9418c(b), the Agreement includes (as provided by the Contracting Entity) a summary disclosure form that was provided at the time of contracting.

## As required by Vt. Stat. Ann. tit. 18 § 9418f(d)(1)(A), the Agreement allows the Contracting Entity to enter into an agreement with a third party, allowing the third party to obtain the Contracting Entity's rights and responsibilities under the Agreement as if the third party were the Contracting Entity.

## As required by 21-040-010 Vt. Code R. § 5.3(E), the Agreement shall incorporate by reference the requirements and responsibilities of the MCO and Provider contained in the Provider Manual, with respect to administrative policies and programs, including but not limited to payment terms, utilization review, quality improvement programs, chronic care programs, credentialing, grievance procedures, data reporting requirements, confidentiality requirements, and any other applicable provisions required by federal or state law. Provider can be required to participate in the MCO’s quality management program, dispute resolution process, and utilization management program. Provider must notify the MCO of any changes that would impact Provider's credentialing status or ongoing availability to members.

## As required by 21-040-010 Vt. Code R. § 5.3(F), Provider must ensure the availability and confidentiality of the health records necessary to monitor and evaluate the quality of care, and to conduct medical and other health care evaluations and audits to determine, on a concurrent or retrospective basis, the necessity and appropriateness of care provided to members. Provider must make health records available as required by law to appropriate state and federal authorities involved in assessing the quality of care or investigating the grievances or complaints of members, and to comply with the applicable state and federal laws related to the confidentiality of medical or health records.

## As required by 21-040-010 Vt. Code R. § 5.3(I), the following language is included in the Agreement:

## Provider agrees that in no event, including nonpayment by the managed care organization, insolvency of the managed care organization, or breach of this agreement, shall the provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a member or a person (other than the managed care organization) acting on behalf of the member for services provided pursuant to this agreement. This agreement does not prohibit the provider from collecting coinsurance, deductibles or copayments, as specifically provided in the certificate of coverage, or fees for uncovered services delivered on a fee-for-service basis to members. This agreement does prohibit the provider from requesting payment from a member for any services that have been confirmed by independent external review obtained through the Department of Financial Regulation pursuant to Vermont law to be medically unnecessary, experimental, investigational or a medically inappropriate off-label use of a drug.

## As required by 21-040-010 Vt. Code R. § 5.3(J), if the MCO becomes insolvent or otherwise ceases operations, covered services to a member will continue through the period for which a premium has been paid to the MCO on behalf of the member or until the member's discharge from an inpatient facility, whichever period is greater. Covered benefits to a member confined in an inpatient facility on the date of insolvency or other cessation of operations will continue until the member's continued confinement in the facility is no longer medically necessary.

## As required by 21-040-010 Vt. Code R. § 5.3(O)(3), timely notice shall mean 30 days, except as otherwise provided in the Agreement. Material change shall mean any change to the Agreement that has a material impact on either the cost to Provider to provide services under the Agreement or the Provider’s compensation under the Agreement.

# **General Insurance Laws**

## All subsections of Section II. of this Addendum apply to the extent such laws and regulations relate to general insurance operations or contracting.

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

## As required by Vt. Stat. Ann. tit. 8 § 5102b(d), if the HMO fails to pay for health care services as set forth in the contract, the member shall not be liable to the provider for any sums owed by the HMO.

Attachment One

VERMONT SUMMARY DISCLOSURE FORM

Compensation terms: Section 4, Attachment C

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

Reimbursement schedule available at: Section 4, Attachment C

Claim edit information available at: Section 4, Attachment C

List of products, product types, or networks covered by this contract: Section 1, Attachment B

Term of this contract: Section 6(a)

Termination notice period: Section 6

Contracting entity, covered entity, or payer responsible for processing payment available at:

providerrelations@configurenet.com

Toll-free: 800-966-8776

Fax: 619-600-4818

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

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

Telephone number to access a readily available mechanism, such as a specific website address, to allow a participating provider to receive the information listed above:

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

providerrelations@configurenet.com

Toll-free: 800-966-8776

Fax: 619-600-4818

Rental network information:

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. 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 18 V.S.A. § 9418d. 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.