# State Compliance Addendum

**OHIO**

The State Compliance Addendum attached to this Agreement, is expressly incorporated into this Agreement and is binding upon the Parties to this Agreement. In the event of any inconsistent or contrary language between the State Compliance Addendum and any other part of this Agreement, including but not limited to exhibits, attachments or amendments, the Parties agree that the provisions of the State Compliance Addendum shall prevail, but, if applicable, only with respect to a particular line of business (e.g., fully-insured HMO) and/or Product.

**1.1 General Obligations**

The following shall be added to subsection (h) in Section 1.1 General Obligations:

“and shall observe, protect, and promote the rights of Members as patients.”

**1.2 Provider and Group Provider Contact and Service Information**

The following shall be added after the second sentence of Section 1.2 Provider and Group Provider Contact and Service Information:

“Provider agrees to make best efforts to provide to Company at least ten (10) days advance notice, and in any event will provide notice as soon as reasonably practicable, of any cancellation or material modification of policies of general and professional liability and other insurance.”

**1.3 Compliance with Company Policies**

The following shall be added to the end of Section 1.3 Compliance with Company Policies:

“In accordance with the requirements of O.R.C. Section 3963.03(D), Company shall provide applicable policies, procedures, or guidelines associated with utilization management, quality improvement, or similar program upon request by Provider within fourteen (14) days of such request.”

**2.2 Claims Payment**

The following shall be added to the end of Section 2.2 Claims Payment:

“In accordance with the requirements of O.R.C. Section 3963.03(A)(4), the contracting entity or Payer responsible for processing payment for Covered Services due Provider shall be available on the provider secure website at [www.aetna.com](http://www.aetna.com). The First Health client list is available at [**www.directprovider.com**](http://www.directprovider.com).”

**5.4 Obligations Following Termination**

The following shall be added to the end of Section 5.4 Obligations Following Termination:

“If this Agreement terminates as a result of insolvency or discontinuation of operations of Company, and as to Members of HIC that become insolvent or cease operations, Provider shall continue to provide Provider Services to Members as needed to complete any medically necessary services commenced but not completed at the time of Heath Insuring Corporation’s insolvency or discontinuation of operations, provided that Provider shall not be obligated to provide such services beyond the occurrence of any of the following: (i) the end of the thirty-day period following the entry of a liquidation order under Chapter 3903 of the Ohio Revised Code; (ii) the end of the Member’s period of coverage for a contractual prepayment or premium; (iii) the Member obtains equivalent coverage with another HIC or insurer, or the Member’s employer obtains such coverage for the Member; (iv) the Member or the Member’s employer terminated coverage under its contract; or (v) a liquidator effects a transfer of the HIC’s obligation under the contract under Ohio Revised Code section 3903.21 (A)(8).”

**6.1 Independent Contractor Status/Indemnification**

The following shall be added before the third sentence of Section 6.1 Independent Contractor Status/Indemnification:

“Company shall maintain oversight of the offering of Covered Service provided by Provider to Members as required by applicable state laws or regulations. Notwithstanding,”.

**7.1 Dispute Resolution**

The following shall be added to the end of Section 7.1 Dispute Resolution:

“In accordance with the requirements of O.R.C. Section 3963.03(A)(5), Company’s internal mechanism for resolving disputes is available on the provider secure at [www.aetna.com](http://www.aetna.com).”

**7.2 Arbitration**

The following shall be added to the end of Section 7.2 Arbitration:

“This section is subject to and modified as necessary to comply with O.R.C. Section 3963.02(F)(1)-(3).”

**8.0 Miscellaneous**

The following shall be added to the end of Section 8.0 Miscellaneous:

## “8.8 Defined Terms. The terms used in this Agreement and that are defined by Chapter 1751 of the Ohio Revised Code, are used in the Agreement in a manner consistent with those definitions.

**8.5 Amendments**

The following shall be added to the end of Section 8.5 Amendments:

“In accordance with the requirements of O.R.C. Section 3963.04(A)(1)-(4) and Section 8.6 of this Agreement, Company shall: (i) provide at least fifteen (15) days notice prior to the effective date if the amendment to this Agreement is a non-material change; and (ii) provide at least ninety (90) days notices prior to the effective date if the amendment to this Agreement is a material change. Such notices shall be entitled “Notice of Material Amendment to Contract.” If within fifteen (15) days after receipt of such notice, Provider objects in writing to the material amendment, and there is no resolution of the objection, either Party may terminate the Agreement in accordance with TERM of the Agreement no later than sixty (60) days prior to the effective date of the material amendment. If Provider does not object to the material change the change shall be effective as specified in the notice.”

As required by O.R.C. Section 3963.03(A)(6), the schedules, exhibits, attachments or addenda attached to this Agreement include the following:

Title Subject

a) Provider Agreement Terms of the contract

b) Compliance Addendum Ohio Regulatory Language

c) Services and Rate Schedule Compensation

d) Service and Pay to Location Form Location of Physician

e) Summary Disclosure Form Summary

LIST OTHER ADDENDA REQUIRED FOR THIS PRODUCT OR MEDICAID COMPLIANCE