

NORTH DAKOTA PROVIDER REQUIREMENTS

1. Liability Insurance Requirements.

A. Providers/Practitioners/Facility.

All Providers must have a professional liability policy with a minimum limit of \$1,000,000 per occurrence/\$3,000,000 aggregate, except for practitioner types like North Dakota state-and/or county-run clinics and public Health Service as discussed below;

- i. **Public Health Service:** Federally supported health centers are deemed employees of the federal government and as such, are protected under the Federal Tort Claims Act (FTCA). These may include specified community health centers and Indian reservations. There are no liability limits specified, but FTCA meets any malpractice insurance coverage limits that may be required.
- ii. **North Dakota state- and/or county-run clinics:** Liability is limited to amounts listed under North Dakota Code § 32-12.1-03.

2. Continued Provision of Health Services for Certain Members after Termination of the Agreement or Termination of Facility Provider or Clinic Provider Participation.

- A. Unless otherwise provided in the Administrative Requirements, in the event the Provider Participation Agreement is terminated by Provider for any reason, the Agreement is terminated by Medica without cause, or, notwithstanding anything herein to the contrary, in any the event of any removal of Provider, a Clinic Provider, a Facility Provider, or a Provider location from Medica's networks that gives rise to a legal continuity of care obligation with regard to the services of a Provider, a Clinic Provider, a Facility Provider, or a Provider location, Provider will, and will cause Facility Providers and Clinic Providers to, continue to provide Health Services according to the terms of the Agreement to Members covered under a Benefit Contract after such termination. Such continuation of care will apply when requested by a Member and Medica determines that such Member meets the statutory criteria for in network benefits or continuity of care. Health Services provided in accordance with this subsection 9.4.3 of the Provider Participation Agreement will be provided for:
 - i. Up to ninety (90) days if the Member was undergoing a current course of treatment for one or more of the following conditions at the time of termination:

Individual & Family Business (IFB) Members:

- a. An ongoing course of treatment for a serious acute condition, such as chemotherapy for the treatment of cancer;
- b. An ongoing course of treatment for a chronic condition;
- c. Undergoing a course of institutional or inpatient care from the Provider or facility;
- d. Scheduled non-elective surgery, including postoperative care;
- e. Pregnant and undergoing a course of treatment for pregnancy. Health services may continue to be provided through the postpartum period; or
- f. An ongoing course of treatment for a health condition for which a treating Provider attests that discontinuing care by that treating Provider would worsen the condition or interfere with anticipated outcomes.

Commercial Members:

- a. Continuity of care is available if Member is in an active course of treatment with a treating Provider, and:
 - 1. The contract between Medica and the treating Provider terminates without cause; or
 - 2. Medica Member's employer terminates its health plan, and their current treating Provider is not a network provider.
 - b. Up to ninety (90) days if the Member was undergoing a current course of treatment for one or more of the following conditions at the time of termination:
 - 1. An ongoing course of treatment for serious acute condition;
 - 2. An ongoing course of treatment for a chronic condition;
 - 3. Undergoing a course of institutional or inpatient care from the Provider or facility;
 - 4. Scheduled non-elective surgery, including post-operative care; or
 - 5. Pregnant and undergoing a course of treatment for pregnancy. Health services may continue to be provided through the completion of postpartum care.
- ii. The remainder of the Member's life if a physician certifies that the Member has an expected lifetime of one hundred eighty (180) days or less.
- B. Health Services provided in accordance with Subsections 9.4.3 of the Provider Participation Agreement will be reimbursed by Medica in accordance with the terms of the Appendices to the Agreement.

- C. As stated in your Provider Participation Agreement, Provider will accept as payment in full Medica's reimbursement to Provider for such Health Services at the contracted rates applicable prior to termination, as set forth in the Appendices to the Agreement.

3. Prompt Pay.

Medica will pay claims that are clean within 15 calendar days after the date upon which Medica or its Affiliate received the claim.

If a clean claim is not paid timely (within 15 calendar days), the rate of interest paid by Medica or Affiliate shall be 18% per annum.

"Clean claim" means a claim that has no defect or impropriety, including any lack of any required substantiating documentation, including, but not limited to, coordination of benefits information, or particular circumstance requiring special treatment that prevents timely payment from being made on a claim.

4. Medical Records.

Medica does not reimburse participating Providers for the cost of collecting, copying or delivering requested medical records, except when required by law. Participating Providers, and any subcontractors or third parties who may collect, copy and/or deliver records for such Providers, may not bill Medica or any Medica Member for expenses related to a records request from Medica.

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