

## 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:** Protected under North Dakota Code § 32-12.1-03, which limits liability to \$250,000 per occurrence/\$500,000 for injury to three or more persons during any single occurrence.

### 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 life-threatening condition;
- b. An ongoing course of treatment for a serious acute condition, such as chemotherapy;
- c. Scheduled non-elective surgery, including postoperative care;
- d. Undergoing a course of institutional or inpatient care from the provider or facility, when continuity of care is required under the Federal Consolidated Appropriations Act of 2020 and its implementing regulations;
- 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 physician or health care provider attests that discontinuing care by that physician or health care provider would worsen the condition or interfere with anticipated outcomes.

**Commercial Members:**

- a. An acute condition;
  - b. A life-threatening mental or physical illness;
  - c. Undergoing a course of institutional or inpatient care from the provider or facility, when continuity of care is required under the Federal Consolidated Appropriations Act of 2020 and its implementing regulations;
  - d. Scheduled non-elective surgery, including post-operative care;
  - e. Pregnant and undergoing a course of treatment for pregnancy. Health services may continue to be provided through the completion of postpartum care;
  - f. A physical or mental disability defined as an inability to engage in one or more major life activities, provided the disability has lasted or can be expected to last for at least one year or can be expected to result in death; or
  - g. A disabling or chronic condition that is in an acute phase.
- 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.

REV 1/2023

© 2023 Medica.