ADDENDUM
State-Specific Provisions:
CALIFORNIA

The provisions in this Addendum are added to the Agreement to comply with legislative and regulatory requirements of the State of California regarding provider contracts with providers rendering health care services in the State of California. To the extent that Network Provider also renders health care services in any other state(s), the provisions of the applicable regulatory addendum as to such state(s) as set forth at the Zelis provider website at https://www.zelis.com/provider-solutions/provider-networks/state-federal-law-coordinating-provisions/ shall also be added to the Agreement to comply with such state(s)' legislative and regulatory requirements. To the extent that such laws and regulations are applicable and/or not otherwise preempted by federal law, including but not limited to ERISA, the provisions of the applicable Addendum shall apply and, to the extent of a conflict with a provision in the Agreement, shall control. For purposes of this Addendum, the term "Participant" shall mean an individual who is eligible under a plan insured and/or administered by a Payor, and the term "Covered Services" shall mean services that are covered under any such plan. The term "Payor" shall mean, as applicable, a health care service plan, health maintenance organization, or disability or health insurer as those terms are defined in applicable California law. References to Network Provider herein shall mean the provider listed on the signature page of the Agreement to which this Addendum relates.

1. In the event that Payor fails to pay for Covered Services as set forth in a Participant's plan, the Participant shall not be liable to Network Provider for any sums owed by Payor. Network Provider shall not collect or attempt to collect from the Participant any sums owed by Payor.. Neither Network Provider nor any agent, trustee, or assignee of Network Provider shall maintain any action at law against a Participant to collect sums owed by Payor . Cal. Health & Safety Code § 1379; 28 Cal. Code Regs. [CCR] § § 1300.67.8(e), 1300.67.4(a)(10).

2. Upon termination of the Agreement, Payor shall be liable, subject to the same contractual terms and conditions in effect prior to the termination, for Covered Services rendered by Network Provider to a Participant who retains eligibility under Payor's plan or by operation of law under the care of Network Provider at the time of such termination until the Covered Services being rendered to the Participant by Network Provider are completed, unless Payor makes reasonable and medically appropriate provision for the assumption of such services by a participating provider. 28 CCR §§ 1300.67.8(e), 1300.67.4(a)(10); 10 CCR § 2240.2(d).

3. Network Provider shall not collect surcharges for Covered Services. If Payor or Zelis receives notice of any such surcharge, Zelis shall take appropriate action pursuant to the Agreement. 28 CCR § 1300.67.8(d).

4. Except for applicable co-payments and deductibles, Network Provider shall not invoice or balance bill a Participant for the difference between Network Provider's billed or customary charges and the reimbursement paid by Payor for any Covered Service. 28 CCR § 1300.71(g)(4).

5. Network Provider shall report to Payor in writing all surcharge and co-payment moneys paid by Participants directly to Network Provider. Cal. Health & Safety Code § 1385.

6. In the event of the insolvency of Payor or Zelis, Network Provider shall continue to provide Covered Services to Participants until the effective date of a Participant's coverage in a successor plan pursuant to open enrollment or the allocation process conducted by the Director of the California Department of Managed Health Care, but in no event (i) for a period exceeding that required by the Agreement or forty-five (45) days in the event of allocation, whichever is greater, or (ii) for a period exceeding that required by the Agreement or thirty (30) days in the case of open enrollment, whichever is greater. Cal. Health & Safety Code §§ 1394.7(e), 1394.8(e).

7. Network Provider shall maintain and retain such records and provide such information to Payor and Zelis, or to the Director of the California Department of Managed Care, as may be necessary to demonstrate Payor's compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Cal. Health & Safety Code §§ 1340 et seq.) and the rules thereunder. Network Provider shall retain such records for at least two (2) years; provided that, if the Agreement

requires Network Provider to retain records for a longer period of time, the longer retention period will control. This section shall survive the termination of the Agreement, whether by rescission or otherwise. 28 CCR § 1300.67.8(b).

8. Network Provider shall grant Payor and Zelis access at reasonable times upon demand to the books, records, and papers of Network Provider relating to the services provided to Participants; to the cost thereof; to payments received by Network Provider from Participants (or from others on their behalf); and, unless Network Provider is compensated on a fee-for-service basis, to the financial condition of Network Provider. 28 CCR § 1300.67.8(c).

9. Notwithstanding any provision of the Agreement to the contrary, Payor, Zelis, and Network Provider are each responsible for their own acts or omissions, and are not liable for the acts or omissions of, or the costs of defending, each other. Nothing in this section shall preclude a finding of liability on the part of Payor, Zelis, or Network Provider, based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law bases for liability. Cal. Health & Safety Code § 1371.25.

10. Zelis shall maintain a fast, fair, and cost-effective dispute resolution mechanism under which Network Provider may submit disputes according to the procedures for processing and resolving disputes as described in the Agreement, including the location and telephone number where information regarding disputes may be submitted. Zelis will inform Network Provider upon a change in the dispute resolution process. Disputes will be resolved in accordance with the timeframes required by applicable law. Cal. Health & Safety Code § 1367(h)(1); Cal. Ins. Code § 10123.137(a).

11. a. Network Provider shall cooperate and comply with, as applicable, Payor's language assistance program standards for Participants pursuant to the requirements of California law and regulation. Such standards and mechanisms for providing language assistance services at no charge to Participants will be communicated to Network Provider from time to time. Cal. Health & Safety Code § 1367.04(f); 28 CCR § 1300.67.04(c)(2)(E); 10 CCR § 2538.3(d).

b. Informational notices explaining how Participants may contact their plan, file a complaint with their plan, obtain assistance from the California Department of Managed Health Care, and seek an independent medical review are available in non-English languages through the Department's website. The notice and translations can be obtained online at www.hmohelp.ca.gov for downloading and printing. In addition, hard copies may be requested by submitting a written request to: Department of Managed Health Care, Attention: HMO Help Notices, 980 9th Street, Suite 500, Sacramento, California 95814. 28 CCR § 1300.67.04(c)(2)(D)(ii).

12. To the extent required by applicable law, if a material change is made to the Agreement or a manual, policy, or procedure document referenced in the Agreement, Network Provider will be given at least forty-five (45) business days' notice of the material change, unless the change is a result of a change in State or federal law or regulations or any accreditation requirements of a private sector accreditation organization which requires a shorter timeframe for compliance. Network Provider shall have the right to terminate the Agreement prior to the implementation of the change, in which case Network Provider shall give Zelis written notice of the termination prior to the expiration of such forty-five (45) business day period. The parties may mutually agree to waive the forty-five (45) business day notice requirement. Cal. Health & Safety Code § 1375.7(b)(1)(A); Cal. Ins. Code § 10133.65(c).

13. To the extent required by applicable law, Network Provider will be given advance notice of a material change to the quality improvement or utilization management programs or procedures described in Agreement or the onboarding material. Such change will be made pursuant to the requirements of Section 12 of this Addendum; provided that, a change to such quality improvement or utilization management programs or procedures may be made at any time if the change is necessary to comply with State or federal law or regulations or any accreditation requirements of a private sector accreditation organization. Cal. Health & Safety Code § 1375.7(b)(3); Cal. Ins. Code § 10133.65(b)(2).

14. Network Provider is not obligated to accept additional Participants as patients if, in the reasonable professional judgment of Network Provider, accepting additional patients would endanger patients' access to, or continuity of, care. Cal. Health & Safety Code § 1375.7(b)(2); Cal. Ins. Code § 10133.65(b)(1).

15. Upon termination of the Agreement for reasons other than a medical disciplinary cause, fraud, or other criminal activity, Network Provider will, upon request, continue to provide Covered Services to a Participant who at the time of the Agreement's termination was receiving Covered Services from Network Provider for one of the following conditions, as

further specified below: (a) an acute condition; (b) a serious chronic condition; (c) a pregnancy; (d) a terminal illness; (e) the care of a newborn child between birth and thirty-six (36) months; or (f) a procedure that is authorized by Payor as part of a documented course of treatment to occur within one hundred eighty (180) days of the termination date of the Agreement. As defined in applicable law, a "medical disciplinary cause or reason" means that aspect of Network Provider's competence or professional conduct that is reasonably likely to be detrimental to patient safety or to the delivery of patient care. For purposes of this section:

a. An "acute condition" is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. Network Provider will continue to provide Covered Services to a Participant with an acute condition for the duration of the Participant's acute condition.

b. A "serious chronic condition" is a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Network Provider will continue to provide Covered Services to a Participant with a serious chronic condition for the period of time necessary to complete a course of treatment and to arrange for the safe transfer to another provider, as determined by Payor and Zelis in consultation with the Participant and Network Provider, and consistent with good professional practice; provided that, continued Covered Services for a serious chronic condition shall not exceed twelve (12) months from the termination date of the Agreement.

c. A "pregnancy" refers to the three (3) trimesters of pregnancy and the immediate postpartum period. Network Provider will continue to provide Covered Services to a Participant for the duration of the Participant's pregnancy.

d. A "terminal illness" is an incurable or irreversible condition that has a high probability of causing death within one (1) year or less. Network Provider will continue to provide Covered Services for the duration of a Participant's terminal illness, which may exceed twelve (12) months from the termination date of the Agreement.

e. Network Provider will continue to provide Covered Services for the care of a newborn child Participant between birth and age thirty-six (36) months for a period not to exceed twelve (12) months from the termination date of the Agreement.

f. Network Provider will perform a procedure that is a Covered Service authorized by Payor as part of a documented course of treatment for a Participant, and has been recommended and documented by Network Provider to occur within one hundred eighty (180) days of the termination date of the Agreement.

g. With respect to a newly covered Participant, the periods for continued care coverage after the termination date of the Agreement, if different from those above, are specified in applicable law. To the extent that Network Provider continues to render Covered Services to a Participant after the termination date of the Agreement, Network Provider agrees to be subject to the same contractual terms and conditions that were in effect under the Agreement prior to such termination, including but not limited to credentialing, utilization management, quality assurance, and reimbursement rates and payment terms. Payor and Zelis shall not be required to continue the services of Network Provider after the termination date of the Agreement if Network Provider does not agree to comply with such contractual terms and conditions, and to accept the reimbursement rates and payment terms required by this provision. Nothing in this section shall require Payor to cover services or provide benefits that are not otherwise covered under the terms and conditions of the Participant's benefit plan. Cal. Health & Safety Code § 1373.96; Cal. Ins. Code § 10133.56.

16. To the extent that information relating to claims processing and claims payment is required by law to be disclosed to Network Provider, such information is set forth in the Agreement including but not limited the fee schedule thereto, the onboarding material, and the online Network Provider website at
. To the extent required by applicable law:

a. Disclosure of such required information, in paper or electronic format (which may include a website containing this information) or another mutually agreeable accessible format, will include: (i) information regarding claims processes including directions for the electronic transmission, physical delivery and mailing of claims, all claim submission requirements, instructions for confirming receipt of claims, and a phone number for claims inquiries and filing information; and (ii) information regarding provider dispute processes including the identity of the office responsible for receipt and resolution of disputes, directions for the electronic transmission or physical delivery and mailing of disputes, all claim dispute requirements, the timeframe for acknowledgment of receipt of a dispute, the phone number for dispute inquiries and filing information, and directions for filing substantially similar multiple claim disputes and other billing or contractual disputes.

b. Disclosure of such required information in electronic format will include: (i) information as to the amount of payment for each service to be provided under the Agreement, including any fee schedules or other factors or units used in determining the fees for each service; and (ii) detailed payment policies and rules and nonstandard coding methodologies, if applicable, used to process claim payments.

c. The information described above will be disclosed to Network Provider upon initial contracting and thereafter annually on or before the anniversary date of the Agreement, and upon Network Provider's written request.

d. Zelis will provide at least forty-five (45) days' prior written notice to Network Provider before instituting any changes, amendments, or modifications to the disclosures required pursuant to this section.

e. Zelis may disclose the fee schedules and other required information mandated by subsection (b) above through the use of a website, so long as Zelis provides written notice to Network Provider at least forty-five (45) days prior to implementing a website transmission format or posting any changes to the mandatory information on the website. 28 CCR § 1300.71(*l*)-(o); Cal. Ins. Code § 10133.66

17. The Agreement and its contracted reimbursement rates may be leased or accessed by Payors or other contracting agents, not including workers' compensation insurers or automobile insurers. Payors actively encourage Participants to use Zelis's participating providers by, among other things, financial incentives, provider directories, toll-free telephone numbers, or internet web site addresses supplied directly to Participants. To the extent required by applicable law, upon execution of the Agreement and thereafter within thirty (30) calendar days of Zelis's receipt of Network Provider's written request, a summary of Payors eligible to access the contracted reimbursement rates under the Agreement shall be provided or made available to Network Provider. In the event that a Payor implements a product or network that does not actively encourage Participants to use participating providers, Network Provider shall have the right to decline to participate in such product or network upon execution of the Agreement and subsequent renewal or amendment thereof. Such election will not cause Network Provider to be excluded from Payors' products or networks that actively encourage Participants to use participating providers. Cal. Health & Safety Code § 1395.6; Cal. Ins. Code § 10178.3; Cal. Bus. & Prof. Code § 511.1.

18. No provision in the Agreement shall waive or conflict with any applicable provision in the Insurance Code or the Knox-Keene Health Care Service Plan Act of 1975. Notwithstanding anything to the contrary set forth in the Agreement, to the extent that applicable law mandates a specific definition for terms that are defined in the Agreement, the definition mandated by applicable law shall control. Cal. Ins. Code § 10133.65(b)(3); Cal. Health & Safety Code § 1375.7(b)(4).

19. Network Provider shall not make any additional charges to Participants for rendering Covered Services except as provided for in the contract between Payor and the Participant. 10 CCR § 2240.4(b)(2).

20. Network Provider's primary consideration shall be the quality of health care services rendered to Participants. 10 CCR § 2240.4(b)(4).

21. Network Provider shall not discriminate against any Participant in the provision of Covered Services on the basis of sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, health status, health insurance coverage, utilization of medical or mental health services or supplies, or other unlawful basis, including without limitation, the filing by such Participant of any complaint, grievance, or legal action against Network Provider. 10 CCR § 2240.4(b)(5).

22. The Agreement, including this Addendum and any schedules, exhibits, or documents referenced therein, contains all the terms and conditions agreed upon by the parties pertaining to the rendering of Covered Services by Network Provider to Participants. 10 CCR § 2240.4(b)(3).

23. To the extent required by applicable law, Network Provider shall comply with the applicable requirements of Cal. Health & Safety Code § 1367.27 and Cal. Ins. Code § 10133.15, as set forth in this section. In the event of a conflict between the requirements of this section and those in the Agreement, including the onboarding material, this section shall control with respect to Payor's plans subject to applicable California laws and regulations governing provider directories.

a. Network Provider shall inform Zelis within five (5) business days when either of the following occurs:

(1) Network Provider is not accepting new Participants or new patients; or

(2) If Network Provider previously did not accept new Participants or new patients, Network Provider is currently accepting new Participants and new patients.

b. If Network Provider is not accepting new patients, and if Network Provider is contacted by a Participant or a potential Participant seeking to become a new patient, Network Provider shall direct the individual to Zelis for assistance in finding another provider and to the Department of Insurance or the Department of Managed Health Care to report any inaccuracy in the provider directory. Zelis will notify Payor if it is determined that Network Provider's information, as previously reported to Payor, needs correction or updating.

c. Network Provider shall affirmatively respond within thirty (30) business days to a notification from Zelis asking Network Provider: (i) to confirm that Network Provider's information, as previously submitted to Zelis, is current and accurate, including whether provider is accepting new patients; or (ii) to update and correct the information that Network Provider previously submitted to Zelis. Verification of Network Provider's information will be required at least annually, and may be required more frequently, based on Payor's plan 's network provider policies. Network Provider shall respond to the notification in the manner specified by Zelis.

(1) If Network Provider does not respond to Zelis's notification asking Network Provider to verify or to update and correct Network Provider's information, or if Network Provider responds with partial or inaccurate information that cannot be verified by Zelis, Network Provider will be notified that if Zelis does not receive a response within ten (10) business days, Network Provider will be removed from the list of providers that Zelis submits to Payor at the next update of Zelis's provider information.

(2) Network Provider will be removed from the list of providers that Zelis submits to Payor at the next required update after the ten (10)-day notice period referenced above. Notwithstanding the foregoing, Network Provider will not be removed from such list if Network Provider responds to Zelis with the required information before the end of the ten (10)-day notice period.

(3) Network Provider will be restored to the list of providers that Zelis submits to Payor, once a full and accurate response is received from Network Provider and is verified in accordance with Zelis's policies and requirements for updating and correcting the provider information submitted to Payor.

(4) To the extent permitted by applicable law, Zelis may terminate the Agreement, in accordance with the termination provisions thereof, because of a pattern or repeated failure by Network Provider to alert Zelis to a change in Network Provider's information that Zelis must submit to Payor pursuant to applicable California provider directory laws and regulations.