
EXHIBIT __
COORDINATING PROVISIONS-STATE/FEDERAL LAW, ACCREDITATION STANDARDS AND
GEOGRAPHIC EXCEPTIONS
FLORIDA

I. INTRODUCTION:

Scope: To the extent of any conflict between the Agreement and this State Law Coordinating Provisions (“SLCP”) Exhibit, this SLCP Exhibit shall supersede, govern and control to the extent required by federal and/or state law and to the extent that MPI, Network Provider and/or Client are subject to such federal or state law.

II. DEFINITIONS:

Depending upon the specific form of the Agreement, the following terms may be utilized in the Agreement and are intended to be defined as provided for in the Agreement:

- (i) Billed Charges may be referred to as Regular Billing Rates;
- (ii) Client may be referred to as Payor;
- (iii) Contract Rates may be referred to as Preferred Payment Rates;
- (iv) Covered Services may be referred to as Covered Care;
- (v) Network Provider may be referred to as Preferred Provider;
- (vi) Participant may be referred to as Covered Individual; and
- (vii) Program or Benefit Program may be referred to as Contract.

For purposes of this Exhibit, the term Network Provider is inclusive of Participating Professional and all Network Providers.

III. FEDERAL LAW COORDINATING PROVISIONS:

Federal Employees Health Benefits (“FEHB”). As applicable, this Agreement is subject to the terms of the laws governing FEHB.

Federal Employees Health Benefits (“FEHB”) Plan. The parties agree that any and all claims or disputes relating to such benefits under a FEHB Plan will be governed exclusively by the terms of such federal government contract and federal law, whether or not such terms and laws are specified in this SLCP Exhibit or elsewhere in this Agreement.

IV. STATE LAW COORDINATING PROVISIONS: FLORIDA

For any Agreement involving the delivery of health care services in the State of Florida, the provisions noted below shall apply. Where the term Client is used Client shall mean only those Clients that are subject to the specific law(s) cited below:

1. If Network Provider participates in *ValuePoint* and Discount Card Programs, as required by Florida Statute § 636.214, regarding Discount Card participation, including *ValuePoint* Program participation, Network Provider will not charge *ValuePoint* Program Participants and Discount Card Participants more than the Contract Rates for Covered Services rendered. Medical services offered to *ValuePoint* Participants and Discount Card Participants shall be consistent with Network Provider’s training, expertise and licensure.
2. Pursuant to Florida Statute §627.64731 (2), MPI may lease, rent, or otherwise grant access to Network Provider's health care services under the Agreement to the following third parties:
 - a payer or third party administrator or another entity that administers claims on behalf of the payer;
 - a preferred provider organization or preferred provider network, including a physician-hospital organization; or
 - an entity engaged in the electronic claims transport between the contracting entity and the payer.

V. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

VI. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS: FLORIDA

1. Professional Liability Insurance. As allowed by MPI, if Network Provider is a practitioner, other than a medical doctor (“MD”) or doctor of osteopathy (“DO”), such Network Provider will maintain professional liability insurance or an unexpired, irrevocable letter of credit at minimum levels of \$100,000 per occurrence and \$300,000 in the aggregate.
2. Professional Liability Insurance. Per F.S.A. §458.320, if Network Provider is a physician licensed and compliant under F.S.A. ch. 458, such Network Provider may waive the minimum levels of professional liability insurance..
3. As required by F.S.A. §458.320, if Network Provider meets the requirements stated in Section VI.2 herein, Network Provider shall post notice in the form of a sign prominently displayed in the reception area and clearly noticeable by all Participants or provide a written statement to a Participant. The statement shall be as follows:

“Under Florida law, physicians are generally required to carry medical malpractice insurance or otherwise demonstrate financial responsibility to cover potential claims for medical malpractice. However, certain part-time physicians who meet state requirements are exempt from the financial responsibility law. YOUR DOCTOR MEETS THESE REQUIREMENTS AND HAS DECIDED NOT TO CARRY MEDICAL MALPRACTICE INSURANCE. This notice is provided pursuant to Florida law.”
4. As allowed by F.S.A. §766.105 et seq., if Network Provider participates in the Florida Patients’ Compensation Fund, Network Provider will maintain professional liability insurance at the minimum levels required by F.S.A. §766.105.