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

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: INDIANA

There are no State Law Coordinating Provisions at this time.

V. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

VI. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS: INDIANA

Professional Liability Insurance. As allowed by Indiana Code §34-18-4-1 et seq., if Network Provider participates in the Indiana Patient Compensation Fund, Network Provider will maintain professional liability insurance at one of the following minimum levels of coverage:

- (i) if Network Provider is a health care provider, as defined by Indiana code §34-18-2-14, \$250,000 per occurrence and \$750,000 in the aggregate;
- (ii) if Network Provider is a health facility, as defined by Indiana Code §34-18-2-15, with no more than one hundred (100) beds, \$250,000 per occurrence and \$750,000 in the aggregate;
- (iii) if Network Provider is a health facility, as defined by Indiana Code §34-18-2-15, with more than one hundred (100) beds, \$250,000 per occurrence and \$1,250,000 in the aggregate;

- (iv) if Network Provider is a hospital, as defined by Indiana Code §34-18-2-16, with no more than one hundred (100) beds, \$250,000 per occurrence and \$5,000,000 in the aggregate; or
- (v) if Network Provider is a hospital, as defined by Indiana Code §34-18-2-16, with more than one hundred (100) beds, \$250,000 per occurrence and \$7,500,000 in the aggregate.