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

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: KENTUCKY

For any Agreement involving the delivery of health care services in the Commonwealth of Kentucky, 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. As required by KRS 304.17A-270 and KRS 304.17A-171(2), neither party may terminate this Agreement without cause.
2. As required by K.R.S. §304.17A-527(1), Network Provider shall not bill, charge, collect a deposit, seek compensation, remuneration, or reimbursement from a Participant with respect to Covered Services under any circumstance including, but not limited to Client’s nonpayment of sums due to Network Provider, Client’s insolvency or breach of this Agreement.
3. As required by K.R.S §304.17A-527 (2), in the event this Agreement is terminated, other than for quality of care or fraud, Network Provider shall continue to provide health care services to Participants and Client shall continue to reimburse Network Provider for Covered Services pursuant to this Agreement until (i) Participant is discharged from an inpatient facility or the active course of treatment is completed, whichever time period is greater; and (ii) through the end of the post-partum period if a pregnant woman is in her fourth or later month of pregnancy at the time this Agreement is terminated.

4. As required by K.R.S §304A-527 (3), the requirements of K.R.S.§304-527 (1) and (2) shall survive the termination of this Agreement.
5. As required by K.R.S §304A-527 (4), MPI shall, within thirty (30) days upon receipt of request, provide the applicable fees for specific codes to Network Provider.

V. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

VI. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS:

There are no Geographic Exceptions Coordinating Provisions at this time.