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

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: NORTH CAROLINA

For any Agreement involving the delivery of health care services in the State of North Carolina, 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 N.C.G.S. §58-3-190(g)(2) Emergency Services means health care items and services furnished or required to be screened for or treated an emergency medical condition until the condition is stabilized, including prehospital care and ancillary services routinely available to the emergency department.
2. As required by N.C.G.S. §58-3-200(b), medical necessity means covered services or supplies that are:
 - (a) Provided for the diagnosis, treatment, cure, or relief of a health condition, illness, injury, or disease.
 - (b) Not for experimental, investigational, or cosmetic purposes, except as allowed by N.C.G.S. §58-3-255.
 - (c) Necessary for, and appropriate to, the diagnosis, treatment, cure, or relief of a health condition, illness, injury, disease, or its symptoms.
 - (d) Within generally accepted standards of medical care in the community.
 - (e) Not solely for the convenience of the Participant, the Participant’s family, or the Network Provider.
3. As required by N.C.G.S. §58-3-200(c), in the event Client, or an authorized representative of Client, determines that services, supplies, or other items are covered under its Program, including any determination under N.C.G.S. §58-50-61, Client shall not subsequently retract its determination after the services, supplies, or other items have been provided, or reduce payment for such services furnished in reliance on such a determination, unless the determination

was based upon a material misrepresentation about the Participant's health condition that was knowingly made by the Participant or Network Provider who provided the service, supply, or other item.

4. As required by N.C.G.S. §58-3-225(b), (d), and (f), Network Provider shall submit claims for payment within one hundred eighty (180) calendar days of furnishing health care services. In the event the claim is not a Clean Claim, Client shall, within thirty (30) calendar days, notify Network Provider that such claim is incomplete. In the event Client requires additional information to process the claim, Client shall allow Network Provider ninety (90) business days to submit such additional information.
5. As required by N.C.G.S. §58-3-225(h), Network Provider may collect underpayments or nonpayments by Client or User, as applicable, for a time period of up to two (2) years. Client or User, as applicable, may recover overpayments or offset future payments for a time period of up to two (2) years after the date of the original claim payment unless Client or User, as applicable, has reasonable belief of fraud or other intentional misconduct by Network Provider.
6. As required by N.C.G.S. §58-50-270(1) "Amendment" means any change to the terms of this Agreement, including terms incorporated by reference, that modifies fee schedules. A change required by federal or State law, rule, regulation, administrative hearing, or court order is not an Amendment.
7. As required by N.C.G.S. §58-50-275(b) all notices provided under this Agreement shall be one or more of the following, calculated as (i) five (5) business days following the date the notice is placed, first class postage prepaid, in the United States mail; (ii) on the day the notice is hand delivered; (iii) for certified or registered mail, the date on the return receipt; or (iv) for commercial courier service the date of delivery. Notwithstanding the foregoing, nothing in N.C.G.S. §58-50-275(b) prohibits the use of electronic medium for a communication other than an Amendment if agreed to by the parties.
8. As required by N.C.G.S. §58-50-280(a), MPI shall send any proposed Amendment to the notice contact of Network Provider. The proposed Amendment shall be dated and labeled "Amendment", signed by a representative of MPI and include an effective date for the proposed Amendment.
9. As required by N.C.G.S. §58-50-280(b), upon receipt of a proposed Amendment, Network Provider shall be given at least sixty (60) days to object to such proposed Amendment. If Network Provider fails to object in writing to the proposed Amendment within such sixty (60) day time period, the Amendment shall be effective.
10. As required by N.C.G.S. §58-50-280(c), in the event Network Provider provides written notice to MPI objecting to a proposed Amendment within the sixty (60) day time period, the proposed Amendment will not become effective and MPI has the right to terminate this Agreement.
11. As required by N.C.G.S. §58-50-280(d), nothing in N.C.G.S. §58-50-280 prohibits Network Provider and MPI from negotiating terms that provide for mutual consent to an Amendment, a process for reaching mutual consent, or alternative notice contacts.
12. As required by N.C.G.S. §58-50-285(a), Client or MPI, as applicable, shall provide copies of its policies and procedures to Network Provider prior to execution of a new or amended agreement and annually to all contracted Network Providers. Such policies and procedures may be provided to Network Provider in hard copy, CD, or other electronic format, and may also be provided by posted the policies and procedures on the website of the Client or MPI.
13. As required by N.C.G.S. §58-50-285(b), the policies and procedures of Client or MPI, as applicable, shall not conflict with or override any term of this Agreement, including fee schedules. In the event of a conflict between the policy and procedure and the language in this Agreement, the Agreement shall prevail.
14. As required by 11 N.C.A.C. 20.0202 (5) (a), in the event this Agreement is terminated or Client or MPI becomes insolvent, Network Provider shall ensure that any administrative duties and records regarding Participants shall be transitioned as requested by Client or MPI.
15. As required by 11 N.C.A.C. 20.0202 (6), Network Provider shall maintain licensure, accreditation, and credentials sufficient to meet MPI's credential verification program requirements and shall notify MPI of any subsequent changes in any information relating to Network Provider's professional credentials.

16. As required by 11 N.C.A.C. 20.0202 (7), Network Provider shall notify MPI of any changes in Network Provider's professional liability insurance.
17. As required by 11 N.C.A.C. 20.0202 (9), Network Provider shall arrange for call coverage or other back-up to provide service in accordance with Client's and/or MPI's provider accessibility standards.
18. As required by 11 N.C.A.C. 20.0202 (11), Network Provider shall maintain the confidentiality of Participant medical records and personal information as required by N.C.G.S. 58, Article 39, and other health records as required by law. Network Provider shall maintain adequate medical and other health records according to industry, MPI, and Client standards. Network Provider shall make copies of such records available to Client and the North Carolina Department of Insurance ("DOI"), in conjunction with the DOI's regulation of Client.
19. As required by 11 N.C.A.C. 20.0202 (12), Network Provider shall cooperate with Participants in all grievance processes.
20. As required by 11 N.C.A.C. 20.0202 (13), Network Provider shall not discriminate against Participants on the basis of race, color, national origin, gender, age, religion, marital status, health status, or health insurance coverage.
21. As required by 11 N.C.A.C. 20.0202 (15), MPI or Client, as applicable, shall provide Network Provider with information on (i) benefit exclusions; (ii) credential verification program; (iii) quality assessment programs; (iv) provider sanction programs; (v) administrative requirements; and (vi) utilization review. In the event the preceding information is revised, MPI or Client, as applicable, shall notify Network Provider and shall allow Network Provider time to comply with such revisions.
22. As required by 11 N.C.A.C. 20.0202 (16), Network Provider shall comply with Client's or MPI's, as applicable, (i) utilization management program; (ii) credential verification program; (iii) quality management program; and (iv) provider sanctions program. Network Provider's compliance with the aforementioned programs shall not override professional and ethical responsibility of Network Provider or interfere with Network Provider's ability to provide information or assistance to Participants.
23. As required by 11 N.C.A.C. 20.0202 (17), Network Provider authorizes Client to include such Network Provider in Client's provider directory. Client shall include such Network Provider in its provider directory that Client distributes to Participants.
24. As required by 11 N.C.A.C. 20.0202 (19), Network Provider's duties and obligations under this Agreement shall not be assigned, delegated, or transferred without the prior written consent of MPI. MPI shall notify Network Provider, in writing of any duties or obligations that are to be delegated or transferred.
25. As required by 11 N.C.A.C. 20.0204, in the event Network Provider is an IPA, Network Provider shall:
 - (i) ensure that all provider contracts utilized by Network Provider with its Participating Providers, i.e. Participating Professional and/or Participating Facility, shall comply with and include the applicable provisions of 11 N.C.A.C. 20.0202;
 - (ii) retain its legal responsibility to monitor and oversee the offering of services to its members and financial responsibility to its members;
 - (iii) not subcontract for its services without MPI's written permission;
 - (iv) ensure that MPI has the right to approve or disapprove of participation of Participating Providers;
 - (v) make available for review by the North Carolina Department of Insurance, all provider contracts and subcontracts held by such Network Provider;
 - (vi) comply with all applicable statutory and regulatory requirements that apply to the functions delegated by Network Provider to its Participating Providers.

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.