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**EXHIBIT \_\_**  
**COORDINATING PROVISIONS-STATE/FEDERAL LAW, ACCREDITATION STANDARDS AND**  
**GEOGRAPHIC EXCEPTIONS**  
**OHIO**

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**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: OHIO**

For any Agreement involving the delivery of health care services in the State of Ohio, the provisions noted below shall apply. Please note, where the term Client is used, Client shall mean only those Clients that are subject to the specific laws cited below:

1. Pursuant to ORC 1751.13(C) (2), Network Provider agrees that in no event, including but not limited to nonpayment by a Client, insolvency of a Client, or breach of the Agreement, shall Network Provider bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against, a Participant, or person acting on behalf of the Participant, for health care services provided pursuant to this agreement. Notwithstanding, Network Provider shall not be prohibited from collecting co-insurance, deductibles, or co-payments as specifically provided in the evidence of coverage, or fees for uncovered health care services delivered on a fee-for-service basis to persons referenced above, nor from any recourse against the Client or its successor.
2. Pursuant to ORC 1751.13(C)(3), Network Provider shall continue to provide Covered Services to Participants as needed to complete any medically necessary procedures commenced but unfinished at the time of such insolvency or discontinuance of operations. The completion of a medically necessary procedure shall include the rendering of all Covered Services that constitute medically necessary follow-up care for that procedure. If a Participant is receiving necessary inpatient care at a hospital, Network Provider shall continue to render appropriate care to such Participant up to thirty (30) days after the insolvency or discontinuance of operations. The requirements of this provision shall survive termination of the Agreement with respect to Covered Services and rendered during the time the Agreement was in effect, regardless of the reason for termination of the Agreement, including the aforementioned insolvency.

3. Pursuant to ORC 1751.13(C)(3)(a), the provisions of ORC 1751(C)(3) do not require Network Provider to continue to provide Covered Services after the occurrence of any of the following:
  - a. The end of the thirty day period following the entry of a liquidation order under ORC Chapter 3903;
  - b. The end of the Participant's period of coverage for a contractual prepayment or premium;
  - c. The Participant obtains equivalent coverage with another health insuring corporation or insurer or the Participant's employer obtains such coverage for the Participant;
  - d. The Participant or Client terminates coverage;
  - e. A liquidator effects a transfer of the Client's obligations under ORC 3903.21.
4. Pursuant to ORC 1751.13(C)(5), Network Provider shall make health records maintained by the Network Provider available to appropriate state and federal authorities involved in assessing the quality of care or investigating the grievances or complaints of Participants.
5. Pursuant to ORC 1751.13(C)(6), Contractual rights and responsibilities may not be assigned or delegated by the Network Provider without the prior written consent of MPI.
6. Pursuant to ORC 1751.13(C)(7), Network Provider shall notify MPI not more than ten (10) days after the Network Provider's receipt of notice of any reduction or cancellation of professional and malpractice insurance.
7. Pursuant to ORC 1751.13(C)(8), Network Provider shall observe, protect and promote the rights of Participants as patients.
8. Pursuant to ORC 1751.13(G), Network Provider recognizes Client's statutory responsibility to monitor and oversee the offering of covered health care services to its Participants.
9. Pursuant to ORC 1751.13(F)(2), Clients are third party beneficiaries to the Agreement.
10. Pursuant to ORC 1751.13(E), Client may approve or disapprove individual provider participation from Client's network offering to its Participants.
11. Pursuant to ORC 3961.02, 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.
12. Pursuant to ORC 3963.02(A)(1), MPI may lease, rent, or otherwise grant access to Network Provider's health care services under the Agreement to the following third parties:
  - a. a payer or third party administrator or another entity that administers claims on behalf of the payer;
  - b. a preferred provider organization or preferred provider network, including a physician-hospital organization; or
  - c. an entity engaged in the electronic claims transport between the contractor and the payer

The third party that is granted access to Network Provider's health care services under the Agreement is obligated to comply with all the applicable terms of the Agreement.

**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.

