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

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:

1. 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.
2. 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: WASHINGTON

For any Agreement involving the delivery of health care services in the State of Washington, 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 WAC 284-43-321(3), Clean Claim means a claim that has no defect or impropriety, including any lack of any required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payments from being made on such Clean Claim.
2. As required by RCW 48.43.055, Network Provider may submit a written complaint to Client or MPI, as applicable. In the event Client or MPI, as applicable, fails to grant or reject a request for a complaint to be heard within thirty (30) calendar days after it is made, Network Provider may proceed as if the complaint had been rejected. A complaint that has been rejected by Client or MPI, as applicable, may be submitted to non-binding mediation. Upon agreement of the parties, any controversy or claim arising out of or relating to this Agreement or the breach thereof, which is not resolved through non-binding mediation, shall be resolved as provided for in the Agreement.
3. As required by RCW 48.43.525, Client shall not retrospectively deny coverage for emergency and nonemergency care that had prior authorization under the Benefit Program’s written policies at the time the care was rendered.
4. As required by RCW 48.43.600, except in cases of fraud, Client may not (i) request a refund from Network Provider of a payment previously made to satisfy a claim unless it does so in writing to Network Provider within twenty-four

(24) months after the date that payment was made or (ii) request that a contested refund be paid any sooner than six (6) months after receipt of the request for refund. Any such request must specify why Client believes Network Provider owes the refund. In the event Network Provider fails to contest the request in writing to Client within thirty (30) calendar days of receipt of such request, the request is deemed accepted and the refund must be paid. This provision is not applicable to subrogation claims.

5. As required by RCW 48.43.605, Except in cases of fraud, Network Provider may not (i) request additional payment from Client to satisfy a claim unless such Network Provider does so in writing to Client within twenty-four (24) months after the date that the claim was denied or payment intended to satisfy the claim was made or (ii) request that additional payment be made any sooner than six (6) months after receipt of the request. Any such request must specify why Network Provider believes Client owes the additional payment. This provision is not applicable to subrogation claims.
6. As required by WAC 284-43-300, Network Provider subcontracts for services pursuant to this Agreement shall comply with the applicable provisions of WAC 284-43, Subchapter C.
7. As required by WAC 284-43-320 (2) (a), Network Provider agrees that in no event, including, but not limited to nonpayment by Client, Client's insolvency, or breach of this Agreement, shall Network Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against a Participant or a person acting on behalf of Participant, other than Client, for services provided pursuant to this Agreement. This provision shall not prohibit collection of deductibles, copayments, coinsurance, and/or non-Covered Services.
8. As required by WAC 284-43-320 (2) (b), Network Provider agrees, in the event of Client's insolvency, to continue to provide health care services to Participants for the duration of the period for which premiums on behalf of the Participant were paid to Client or until Participant's discharge for an inpatient facility, whichever time period is greater.
9. As required by WAC 284-43-320 (2) (c), notwithstanding any other provision of this Agreement, nothing contained herein shall be construed to modify the rights and benefits contained in Participant's Benefit Program.
10. As required by WAC 284-43-320 (2) (d), Network Provider shall not bill Participant's for Covered Services, except deductibles, copayments, or coinsurance, where Client denies payment because Network Provider failed to comply with the terms of this Agreement.
11. As required by WAC 284-43-320 (2) (e), the provisions referencing WAC 284-43-320 (2) (a)-(d) shall survive the termination of this Agreement.
12. As required by WAC 284-43-320 (2) (f) , if Network Provider contracts with other professionals who are not Network Provider(s), but who agree to provide Covered Services to Covered Individuals with the expectation of receiving payment directly or indirectly from a Client, such Network Provider must agree to abide by the provisions of this Agreement
13. As required by WAC 284-43-320 (3), willfully collecting or attempting to collect an amount from a Participant knowing that collection to be in violation of this Agreement constitutes a class C felony under RCW 48.80.030(5).
14. As required by WAC 284-43-320 (4), MPI shall provide at least sixty (60) calendar days prior notice of modifications to this Agreement that affect compensation and/or health care service delivery, unless changes to applicable state and/or federal law make such advance notice impossible, in which case, the notice shall be provided as soon as reasonably possible. The modifications will take effect on the effective date of the notice unless Network Provider provides notice to MPI that such Network Provider rejects the modifications and terminates this Agreement. No modification to this Agreement may be made retroactively unless both parties consent.
15. As required by WAC 284-43-320 (6), Network Provider shall make health records available to appropriate state and federal authorities involved in assessing the quality of care or investigating the complaints or grievances of Participants subject to applicable state and federal laws relating to the confidentiality of medical or health records.
16. As required by WAC 284-43-320 (7), in the event this Agreement is terminated, Client shall make a good faith effort to assure that written notice of Network Provider's termination is provided to all Participants who are patients seen on a regular basis by Network Provider whose contract is terminating within fifteen (15) business days of receipt or issuance of a notice of termination.

17. As required by WAC 284-43-320 (8), Network Provider shall provide Covered Services to Participants without regard to the Participant's enrollment in a Benefit Program as a private purchaser or as a member in a publicly financed program of health care services.
18. As required by WAC 284-43-321, in addition to the obligations in the Agreement, Client, following the receipt of a Clean Claim, will pay or arrange to pay Network Provider, as full compensation the Contract Rate. Client shall pay or arrange to pay Network Provider in accordance with the following:
 - (i) Ninety-five percent (95%) of the monthly volume of Clean Claims shall be paid within thirty (30) calendar days of receipt by Client; and Ninety-five percent (95%) of the monthly volume for all claims shall be paid or denied within sixty (60) calendar days of receipt by Client, except as agreed to in writing by the parties on a claim-by-claim basis.
 - (ii) The receipt date of a claim is the date that Client receives either written or electronic notice of the claim.
 - (iii) Client shall establish a reasonable method for confirming receipt of claims and responding to Network Provider inquiries about claims.
 - (iv) Any Client failing to pay claims within the standards stated above shall pay interest on undenied and unpaid Clean Claims more than sixty-one (61) calendar days old until Client meets the standards stated above. Interest shall be assessed at the rate of one percent (1%) per month, and shall be calculated monthly as simple interest prorated for any portion of a month. Client shall add the interest payable to the amount of the unpaid claim without the necessity of Network Provider submitting an additional claim.
 - (v) In the event Client issues payment in Network Provider and Participant's names, Client shall make claim checks payable in the name of Network Provider first and Participant second.
19. As required by WAC 284-43-324, in the event Client or MPI audits Network Provider's Medical and Billing Records, Client or MPI shall limit its access to such records to only those Medical and Billing Records necessary to perform the audit. Any billing audit right granted herein is reciprocal and as such Network Provider has the same billing audit rights as Client or MPI.

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.