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

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.

Where the term Client is used Client shall mean only those Clients that are subject to the specific law(s) cited below:

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:

For any Agreement involving the delivery of health care services in the State of Louisiana, 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 LSA-R.S. §22:1834, Network Provider shall submit claims for payment within one hundred eighty (180) days of furnishing health care services to Clients subject to LSA-R.S. §22:1834. For all other Clients, as defined in the Agreement, Network Provider shall comply with the submission of claims requirements contained in the base Agreement.

V. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

VI. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS: LOUISIANA

1. Professional Liability Insurance. As allowed by LA Rev. Stat. Ann. §40:1299.42, if Network Provider participates in the Patient Compensation Fund, Network Provider will maintain professional liability insurance at minimum levels of

\$100,000 per occurrence. In the event Network Provider self-insures, such Network Provider shall demonstrate financial responsibility at minimum levels of \$125,000.

2. Professional Liability and Comprehensive General Liability Insurance. Per LA Rev. Stat. Ann. §39:1538, if Network Provider is a member of the state agencies, as defined by LA Rev. Stat. Ann. §39:1527, such Network Provider will maintain professional liability insurance in the minimum amount of \$500,000 per occurrence and comprehensive general liability insurance in the minimum amount of \$500,000 per occurrence.