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

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: MASSACHUSETTS

For any Agreement involving the delivery of health care services in the Commonwealth Massachusetts, 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 211 C.M.R. §52.03, Emergency Medical Condition means a medical condition, whether physical or mental, manifesting itself by symptoms of sufficient severity, including severe pain, that the absence of prompt medical attention could reasonably be expected by a prudent layperson who possesses an average knowledge of health and medicine, to result in placing the health of an insured or another person in serious jeopardy, serious impairment to body function, or serious dysfunction of a body organ or part, or with respect to a pregnant woman as further defined in Section 1867(e)(1)(B) of the Social Security Act, 42 U.S.C. Section 1395dd (e)(1)(B).
2. As required by 211 C.M.R. §52.12 (1)(a), Client and/or MPI, as applicable, shall not refuse to contract with or compensate for Covered Services an otherwise eligible Network Provider solely because such Network Provider (a) communicated with or advocated on behalf of one or more of Network Provider’s prospective, current, or former patient(s) regarding the provisions, terms, or requirements of the Client’s health benefit plan as they relate to the needs of such Network Provider’s patient(s); or (b) communicated with one or more of Network Provider’s prospective, current, or former patients with respect to the method by which such Network Provider is compensated by Client for Covered Services provided to the patient.
3. As required by 211 C.M.R. §52.12 (2), Network Provider shall not be required to indemnify Client and/or MPI for any expenses and liabilities, including, without limitation, judgments, settlements, attorney’s fees, court costs, and any

associated charges incurred in connection with any claim or action brought against Client and/or MPI based upon Client's and/or MPI's management decisions, utilization review provisions, or other policies, guidelines, or actions.

4. As required by 211 C.M.R. 52.12 (5), neither party may terminate this Agreement without cause.
5. As required by 211 C.M.R. 52.12 (6), in the event of this Agreement is terminated by MPI, MPI shall provide a written statement to Network Provider of the reason(s) for such Network Provider's termination.
6. As required by 211 C.M.R. 52.12 (7), Client and/or MPI, as applicable, shall notify Network Provider in writing of modifications in payment, Covered Services, or procedures, documents, or requirements, including those associated with utilization review, quality management and improvement, credentialing, and preventative health services, that have a substantial impact on the rights or responsibilities of Network Provider, and the effective date of the modification(s). Such notice shall be provided sixty (60) days prior to the effective date of such modification unless such other date for notice is mutually agreed upon between Client and/or MPI and Network Provider.
7. As required by 211 C.M.R. 52.12 (8), Network Provider shall not bill Participants for Covered Services, other than for deductibles, copayments, and coinsurance.
8. As required by 211 C.M.R. 52.12 (9), Network Provider shall not bill Participants for nonpayment by Client of amounts owed for Covered Services due to insolvency of the Client. This requirement shall survive the termination of the Agreement for Covered Services rendered prior to the termination of the Agreement, regardless of the cause for termination.
9. As required by 211 C.M.R. 52.12 (10) Network Provider shall comply with Client's and/or MPI's, as applicable, requirements for utilization review, quality management and improvement, credentialing, and the delivery of preventative health services.
10. As required by Mass. Gen. Laws Ch.176I §2, in addition to the obligations set forth in Section 5.2, following the receipt of a claim containing all necessary information, Client shall pay or arrange to pay Network Provider for Covered Services, as full compensation, the Contract Rate in accordance with the Mass. Gen. Laws Ch. 176I § 2. Client shall, pursuant to Mass. Gen. Laws Ch. 176I § 2 and within forty-five (45) days after the receipt by Client of completed forms for reimbursement to the Network Provider (i) make payments for the provision of health care services, (ii) notify the Network Provider in writing of the reason(s) for nonpayment, or (iii) notify the Network Provider in writing of what additional information or documentation is necessary to complete said forms for such reimbursement. In addition to any reimbursement for Covered Services, Client will pay or arrange to pay an interest rate of one and a half percent (1.5%) per month, not to exceed eighteen percent (18%) per year beginning forty-five (45) days after receipt of the claim for failure to comply with the requirements of Mass. Gen. Laws Ch. 176I § 2. The requirements of this section do not apply to claims being investigated due to suspected fraud.
11. As required by the Massachusetts Division of Insurance, Network Provider shall provide MPI with prior notification of any arrangements whereby Network Provider requires a fee from Participant(s) as a condition to continue to be part of Network Provider's panel of patients.
12. As required by 105 C.M.R. 128.501 and 128.503 (B), Client shall allow any female Participant who is in her second or third trimester of pregnancy and whose Network Provider in connection with such pregnancy is terminated for reasons other than quality or fraud, to continue treatment with such Network Provider, consistent with the terms of Client's evidence of coverage, for a period up to and including the Participant's first postpartum visit.
13. As required by 105 C.M.R. 128.502, Client shall allow any Participant who is terminally ill and whose Network Provider in connection with such terminal illness is terminated for reasons other than quality or fraud, to continue treatment with such Network Provider, consistent with the terms of Client's evidence of coverage, until the Participant's death.

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.