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

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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: RHODE ISLAND**

For any Agreement involving the delivery of health care services in the State of Rhode Island, 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. Discretionary Termination. As required by RI ADC 14 000 022 5.3, the Discretionary Termination provision is deleted in its entirety.
2. Termination for Other Reasons. As required by RI ADC 14 000 022 5.12.1, if MPI believes that there is the possibility of immediate danger to a Participant, MPI shall notify the Rhode Island Department of Health immediately and shall take the appropriate steps to protect the Covered Individual.
3. Appeal of Termination. As required by RI ADC 14 000 022 5.12.1, Network Provider may appeal the termination of this Agreement by MPI by submitting a written request for appeal to MPI within thirty (30) days of the date of the notice of termination stating the reason for the termination in accordance with the then current MPI appeal procedure. The appeal, if requested, shall be completed prior to implementation of the proposed actions.
4. Continuing Obligations. As required by RI ADC 14 000 022 5.14.2, upon termination of this Agreement for any reason, Network Provider will:
  - (a) remain responsible for any obligations or liabilities arising prior to the effective date of termination;
  - (b) continue to provide health care services to Participants who are receiving treatment on the effective date of termination until (i) the course of treatment is completed; (ii) for a period of one (1) year or through the current

period of active treatment for those Participants undergoing active treatment for a chronic or acute medical condition, whichever time period is shorter; (iii) throughout the second and third trimester of pregnancy and/or through postpartum care, if requested by the Covered Individual; or (iv) Network Provider makes appropriate arrangements to transfer the Covered Individual to the care of another provider, making such transfer to a Network Provider whenever appropriate (except as specified in subsections (ii) and (iii) herein);

- (c) accept payment made pursuant to Article V as payment in full for Covered Care provided in accordance with this section; and
- (d) inform Participants seeking health care services, after the date of termination, that Network Provider is no longer a Preferred Provider.

- 5. Material Changes. As required by RI ADC 14 000 022 5.13, MPI will provide written notice to Network Provider for modifications including, but not limited to, utilization review and payment. Written notice will include an explanation of the modification's impact to Network Provider. Network Provider will have sixty (60) days from the date of receipt of such modification to amend or terminate the Agreement. If Network Provider elects to terminate the Agreement, such termination by Network Provider will be effective fifteen (15) days after the mailing of written notice to MPI of such termination by Network Provider, via certified mail, return receipt requested.
- 6. Clean Claim Standard. As required by RI ST § 27-18-61, each Client will establish a written standard defining what constitutes a complete claim and Client shall make such standard available to Network 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.