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

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 MultiPlan, Inc. (“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 Provider 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: TEXAS

For any Agreement involving the delivery of health care services in the State of Texas, 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 28 TAC §3.3703 (11), Client shall comply with all applicable statutes and rules regarding the prompt payment of Clean Claims, including the applicable provisions of 1301.101 et seq. of the Texas Insurance Code and §§21.2801-21.2820 of the Texas Administrative Code.
2. As required by 28 TAC §3.3703 (12), Network Provider shall comply with the continuity of care provisions in accordance with §§1301.152 to .154 of the Texas Insurance Code.
3. As required by 28 TAC §3.3703 (18), in the event Network Provider voluntarily terminates this Agreement, Network Provider shall provide reasonable notice to Participants and Client shall provide assistance to Network Provider in accordance with §1301.160 of the Texas Insurance Code.
4. As required by 28 TAC §3.3703 (19), in the event Network Provider is terminated, MPI shall provide written notice to Network Provider. If Network Provider is a physician or practitioner, the notice shall include the right of such physician or practitioner to request a review in accordance with §3.3706(c) of the Texas Administrative Code.

5. As required by §1301.136 of the Texas Insurance Code and 28 TAC §3.3703 (20), MPI shall, within thirty (30) days of receipt of a request, provide the applicable Contract Rates to Network Provider. Client shall, within thirty (30) days of receipt of a request, provide the additional information required by 28 TAC §3.3703 (20) to Network Provider. Network Provider may terminate this Agreement upon written notice to MPI within thirty (30) days of receipt of the information requested in this section. Network Provider may only disclose the information requested and received pursuant to this section in accordance with 28 TAC §3.3703(a)(20)(G).
6. As required by §1301.136 of the Texas Insurance Code, Client or MPI, as applicable, shall provide notice of changes to the coding guidelines and fee schedules that will result in a change of payment to the Network Provider not later than the 90th day before the date the changes take effect and will not make retroactive revisions to the coding guidelines and fee schedules.
7. As required by 28 TAC §3.3703 (15), in the event MPI participates in quality assessments as defined by §1301.059 of the Texas Insurance Code, MPI shall conduct such activities through the use of a panel consisting of at least three (3) physicians who are Network Providers.
8. As required §1301.062 of the Texas Insurance Code, in the event Network Provider is a Doctor of Podiatry, such Doctor of Podiatry may, practicing within the scope of the law regulating podiatry, furnish x-rays and nonprefabricated orthotics covered by Participant's Benefit Program.
9. As required by 28 TAC §21.2803, Network Provider may request a Participant's eligibility by contacting the Client.
10. As required by 28 TAC §21.2806, Network Provider shall submit claims for payment within ninety-five (95) days of furnishing health care services.
11. As required by 28 TAC §21.2818, within one hundred and eighty (180) days of Network Provider's receipt of original payment, Client may recover an overpayment made to Network Provider if (i) Client provides written notice to Network Provider, including the basis and specific reasons for such request and (ii) Network Provider does not appeal a request for a refund or make arrangements for the repayment to Client within forty-five (45) days of receipt of the notice requesting the refund of the overpayment. Client shall allow Network Provider the opportunity to appeal such request for the recovery of an overpayment.
12. As required by the TX Health and Safety Code §76.001 et seq., 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. Network Provider shall promptly notify MultiPlan if Network Provider loses the authority to provide services to discount card Participants, including by suspension or revocation of the Network Provider's license.

V. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

VI. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS:

1. Professional Liability Insurance. As allowed by MPI, if Network Provider is an individual practitioner or group provider, such Network Provider will maintain professional liability insurance at minimum levels of \$100,000 per occurrence and \$300,000 in the aggregate.
2. Professional Liability Insurance. As allowed by MPI, if Network Provider is an urgent care center, such Network Provider will maintain professional liability insurance at minimum levels of \$200,000 per occurrence and \$600,000 in the aggregate.
3. Professional Liability and Comprehensive General Liability Insurance. As allowed by Tex. Civ. Prac. & Rem. Code Ann. §101.023 et seq., if Network Provider is governmental unit, as defined by Tex. Civ. Prac. & Rem. Code Ann. §101.001, such Network Provider will maintain professional liability insurance and comprehensive general liability insurance at minimum levels of \$250,00 per occurrence and \$500,000 in the aggregate.