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

I. INTRODUCTION:

- 1.1 Scope: To the extent of any conflict between the Agreement, including the administrative handbook as herein incorporated by reference, 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, Provider and/or Client are subject to such federal or state law.
- 1.2 Terms: The terms used in this exhibit are the defined terms as specified in the applicable federal and/or state law. The specific form Agreement between the parties may utilize defined terms other than those noted in the federal and/or state law(s). For purposes of this exhibit, provider means a licensed facility or licensed, registered or certified health care professional(s) contracted to provide health care services under this Agreement

II. FEDERAL LAW COORDINATING PROVISIONS:

- 2.1 Federal Employees Health Benefits (“FEHB”). As applicable, this Agreement is subject to the terms of the laws governing FEHB.
- 2.2 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.

III. STATE LAW COORDINATING PROVISIONS: KANSAS

There are no State Law Coordinating Provisions at this time.

IV. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

V. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS: KANSAS

- 5.1. As allowed by MPI, providers professional liability insurance limits will be acceptable so long as provider participates in the Kansas Health Care Stabilization Fund and maintains minimum professional liability insurance levels in accordance with K.S.A. §40-3402 et seq.
- 5.2. As allowed by MPI, if provider is an allied health professional, such provider will maintain professional liability insurance at minimum levels of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 5.3. Per the Kansas Tort Claims Act K.S.A. §75-6101 et seq., if provider is a hospital owned by a municipality or charitable health care provider, such provider will maintain professional liability insurance and comprehensive general liability at minimum levels of \$500,000 per occurrence. Nothing herein shall prevent such provider from obtaining additional professional liability insurance and additional comprehensive general liability insurance.