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

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: NEW YORK

Where the statutory requirement is an additional obligation not otherwise specified in the Agreement, the parties agree that the statutory requirement will be added as an obligation. Where the statutory requirement specifically conflicts with a current obligation, the statutory requirement shall take precedence and replace the existing obligation as to the statutory requirement only, and shall not void any other valid provision of this Agreement. The statutory requirements identified below are limited to only those entities specifically covered by the statute.

- 3.1. As required by NY CLS Ins § 3217-b(e), the dispute resolution process is stated in the underlying base agreement and if not specified in the base agreement the dispute resolution process is stated in the administrative handbook. In addition, either party to the contract may seek resolution of a dispute arising pursuant to the payment terms of the contracts through a proceeding under article seventy-five of the civil practice law and rules.
- 3.2. As required by NY CLS Ins § 3224-a(g), the timeframe for submission of claims is as stated in the underlying Agreement. If there is no timeframe stated, then except as otherwise provided by law, health care claims must be initially submitted by health care providers within one hundred twenty days after the date of service to be valid and enforceable against an insurer.
- 3.3. As required by NY CLS Ins § 3224-a(h)(2), an insurer may reduce the reimbursement due to a health care provider for an untimely claim that otherwise meets the requirements of NY CLS Ins § 3224-a(h)(1) by an amount not to exceed twenty-five percent of the amount that would have been paid had the claim been submitted in a timely manner; provided, however, that nothing in NY CLS Ins § 3224-a(h)(2) shall preclude a health care provider and an insurer or organization or corporation from agreeing to a lesser reduction. The provisions of this subsection shall not apply to any claim submitted three hundred sixty-five days after the date of service, in which case the insurer or organization or corporation may deny the claim in full.

V. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

VI. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS:

- 5.1 Professional Liability Insurance. In the event provider is a nurse practitioner, such provider shall maintain professional liability insurance at minimum levels of \$500,000 per occurrence and \$1,500,000 in the aggregate.