
EXHIBIT C
COORDINATING PROVISIONS: STATE LAW,
ACCREDITATION STANDARDS AND GEOGRAPHIC EXCEPTIONS

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 Exhibit, this Exhibit shall supersede, govern and control to the extent required by federal and/or state law and to the extent that MultiPlan, Inc., on behalf of itself and its subsidiaries (“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.
- 1.3 Citations: The citations are current as of the date of this Exhibit. Recodification of statutory and/or regulatory citations does not nullify the intent of the provision.

II. 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.

- 2.1 As required by NY CLS Ins § 3217-b(e), the dispute resolution process is stated in the underlying agreement. In the event that the Agreement does not contain a dispute resolution process, the dispute resolution process is as 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.
- 2.2 As required by NY CLS Ins § 3217-b(m), health care provider shall have in place business processes to ensure the timely provision of provider directory information to the insurer. A health care provider shall submit such provider directory information to an insurer, at a minimum, when a provider begins or terminates a network agreement with an insurer, when there are material changes to the content of the provider directory information of the health care provider, and at any other time, including upon the insurer's request, as the health care provider determines to be appropriate. "Provider directory information" shall include the name, address, specialty, telephone number, and digital contact information of such health care provider; whether the provider is accepting new patients; for mental health and substance use disorder services providers, any affiliations with participating facilities certified or authorized by the office of mental health or the office of addiction services and supports, and any restrictions regarding the availability of the individual provider's services; and in the case of physicians, board certification, languages spoken, and any affiliations with participating hospitals.
- 2.3 As required by NY CLS Ins § 3217-b(n), provider shall reimburse the insured for the full amount paid by the insured in excess of the in-network cost-sharing amount, plus interest at an interest rate determined by the superintendent in accordance with 42 U.S.C. § 300gg-139(b), for the services involved when the insured is provided with inaccurate network status information by the insurer in a provider directory or in response to a request that stated that the provider was a participating provider when the provider was not a participating provider. In the event the insurer provides inaccurate network status information to the insured indicating the provider was a participating provider when such provider was not a participating provider, the insurer shall reimburse the provider for the out-of-network services regardless of whether the insured's coverage includes out-of-network services.
- 2.4 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.
- 2.5 As allowed 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.

III. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

IV. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS: NEW YORK

4.1 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.