
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). Unless otherwise defined by applicable state/federal law, 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: DISTRICT OF COLUMBIA

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 26-A DCMR §4704.3 “Provider hereby agrees that in no event, including, but not limited to, non-payment by Corporation or entity with access to this Agreement by virtue of a contract with Corporation for any reason, including a determination that the services furnished were not Medically Necessary, Corporation's insolvency, provider's failure to submit claims within the time period specified or breach of this Agreement, will provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than Corporation for Covered Services furnished pursuant to this Agreement. This provision will not prohibit collection of applicable copayments, coinsurance or deductibles billed in accordance with the terms of Corporation's agreements with Members.

Provider further agrees that this provision will survive the termination of this Agreement regardless of the cause giving rise to such termination and will be construed to be for the benefit of Members. Finally, this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between provider and Members or persons acting on their behalf.

Any modifications, additions, or deletions to the provisions of this hold harmless clause will become effective on a date no earlier than thirty (30) days after the Commissioner has received written notice of such proposed changes.”

- 2.2 As required by 26-A DCMR §4704.5, in the event of a health carrier or intermediary insolvency or other cessation of operations, the provider's obligation to deliver covered services to covered persons without balance billing will continue until the earlier of:
 - (a) The termination of the covered person's coverage under the network plan, including any extension of coverage provided under the contract terms, or applicable District or federal law for covered persons who are in an active course of treatment or totally disabled; or
 - (b) The date the contract between the carrier and the provider would have terminated if the carrier or intermediary had remained in operation, including any required extension for covered persons in an active course of treatment.
- 2.3 As required by 26-A DCMR §4704.15, health carrier shall provide at least sixty (60) days written notice to a participating provider before the provider is removed from the network without cause.
- 2.4 As required by 26-A DCMR §4704.21, facilities, as applicable, shall comply with written disclosure or notice provisions of 26-A DCMR §4704.21.

III. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

IV. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS: DISTRICT OF COLUMBIA

There are no Geographic Exceptions Coordinating Provisions at this time.