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

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: FLORIDA

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. If Network Provider participates in a discount medical plan organization as required by Florida Statute § 636.21492)(c), provider will not charge members more than the discounted rates.
- 3.2. As required by Florida Statute §627.64731 (2), contracting entity may sell, lease, rent, or otherwise grant access to the health care services of a participating provider under this health care contract. This health care contract applies to network rental arrangements and one purpose of this contract is selling, renting, or giving the contracting entity rights to the services of the participating provider, including other preferred provider organizations. Contracting entity may sell, lease, rent, or otherwise grant access to the participating provider's services only to a third party that is:
- (a) A payor or a third-party administrator or other entity responsible for administering claims on behalf of the payor;
 - (b) A preferred provider organization or preferred provider network that receives access to the participating provider's services pursuant to an arrangement with the preferred provider organization or preferred provider network in a contract with the participating provider and that is required to comply with all of the terms, conditions, and affirmative obligations to which the originally contracted primary participating provider network is bound under its contract with the participating provider, including, but not limited to, obligations concerning patient steerage and the timeliness and manner of reimbursement; or
 - (c) An entity that is engaged in the business of providing electronic claims transport between the contracting entity and the payor or third-party administrator and that complies with all of the applicable terms, conditions, and affirmative obligations of the contracting entity's contract with the participating provider including, but not limited to, obligations concerning patient steerage and the timeliness and manner of reimbursement.

IV. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

V. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS: FLORIDA

- 5.1. As allowed by MPI, if provider is a practitioner, other than a medical doctor (“MD”) or doctor of osteopathy (“DO”), such provider will maintain professional liability insurance or an unexpired, irrevocable letter of credit at minimum levels of \$100,000 per occurrence and \$300,000 in the aggregate.
- 5.2. As allowed by F.S.A. §458.320, if provider is a physician licensed and compliant under F.S.A. ch. 458, such provider may waive the minimum levels of professional liability insurance.
- 5.3. As required by F.S.A. §458.320, if provider meets the requirements of F.S.A. §458.320(5)(f), provider shall post notice in the form of a sign prominently displayed in the reception area and clearly noticeable by all participants or provide a written statement to a participant. The statement shall be as follows:

“Under Florida law, physicians are generally required to carry medical malpractice insurance or otherwise demonstrate financial responsibility to cover potential claims for medical malpractice. However, certain part-time physicians who meet state requirements are exempt from the financial responsibility law. YOUR DOCTOR MEETS THESE REQUIREMENTS AND HAS DECIDED NOT TO CARRY MEDICAL MALPRACTICE INSURANCE. This notice is provided pursuant to Florida law.”
- 5.4. As allowed by F.S.A. §766.105 et seq., if provider participates in the Florida Patients’ Compensation Fund, provider will maintain professional liability insurance at the minimum levels required by F.S.A. §766.105.