

---

**EXHIBIT C**  
**COORDINATING PROVISIONS-STATE/FEDERAL LAW, ACCREDITATION STANDARDS**  
**AND GEOGRAPHIC EXCEPTIONS**  
**NEVADA**

---

**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: NEVADA**

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 N.R.S. 687B.690, Provider of health care agrees that in no event, including but not limited to, nonpayment by the health carrier or intermediary, insolvency of the health carrier or intermediary or breach of this agreement, shall the provider of health care bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against, a covered person or a person (other than the health carrier) acting on behalf of the covered person for health care services provided pursuant to this agreement. This agreement does not prohibit the provider of health care from collecting coinsurance, deductibles or copayments, as specifically provided in the evidence of coverage, or fees for uncovered services delivered on a fee-for-service basis to covered persons. This agreement does not prohibit a provider of health care (except for a provider of health care who is employed full-time on the staff of the health carrier and has agreed to provide health care services exclusively to the health carrier's covered persons and no others) and a covered person from agreeing to continue health care services solely at the expense of the covered person, as long as the provider of health care has clearly informed the covered person that the health carrier may not cover or continue to cover a specific health care service or health care services. Except as provided herein, this agreement does not prohibit the provider of health care from pursuing any available legal remedy.
- 3.2 As required by N.R.S. 687B.700, in the event of the insolvency of the health carrier or any applicable intermediary, or in the event of any other cessation of operations of the health carrier or intermediary, the participating provider of health care must continue to deliver health care services covered by the network plan to a covered person without billing the covered person for any amount other than coinsurance, deductibles or copayments, as specifically provided in the evidence of coverage, until the earlier of:
1. The date of the cancellation of the covered person's coverage under the network plan pursuant to NRS 687B.310, including, without limitation, any extension of coverage provided pursuant to:
    - (a) The terms of the contract between the covered person and the health carrier;
    - (b) NRS 689A.04036, 689B.0303, 695B.1901, 695C.1691 and 695G.164, as applicable; or
    - (c) Any applicable federal law for covered persons who are in an active course of treatment or totally disabled; or
  2. The date on which the contract between the health carrier and the provider of health care would have terminated if the health carrier or intermediary, as applicable, had remained in operation, including, without limitation, any extension of coverage provided pursuant to:

- (a) The terms of the contract between the covered person and the health carrier;
  - (b) NRS 689A.04036, 689B.0303, 695B.1901, 695C.1691 and 695G.164, as applicable; or
  - (c) Any applicable federal law for covered persons who are in an active course of treatment or totally disabled.
- 3.3 As required by N.R.S. 687B.720, written notice must be provided to the participating provider of health care as soon as practicable in the event (1) that a court determined the health carrier or any applicable intermediary to be insolvent; or (2) of any other cessation of operations of the health carrier or any applicable intermediary.
- 3.4 As required by N.R.S. 687B.760, participating provider of health care must make health records available to appropriate state and federal authorities involved in assessing the quality of care or investigating the grievances or complaints of covered persons, and comply with the applicable state and federal laws related to the confidentiality of medical and health records and the covered person's right to see, obtain copies of or amend their medical and health records.
- 3.5 As required by N.R.S. 687B.770, neither the health carrier or the participating provider of health care may assign or delegate the rights and responsibilities of either party under the contract without the prior written consent of the other party.
- 3.6 As required by N.R.S. 687B.830, unless otherwise stated in the underlying Agreement,
- (i) Material Change shall mean any change to the Agreement (including provider documents) that have a material adverse impact on provider; and
  - (ii) Timely Notice shall mean at least thirty (30) days prior notice to the provider.

#### **IV. ACCREDITATION STANDARDS COORDINATING PROVISIONS:**

There are no Accreditation Standards Coordinating Provisions at this time.

#### **V. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS:**

There are no Geographic Exceptions Coordinating Provisions at this time.