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: VERMONT

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 Vt. Admin. Code 4-5-3:5.3(E), the requirements and responsibilities of the managed care organization and contracted providers with respect to administrative policies and programs, including but not limited to payment terms, utilization review, quality improvement programs, chronic care programs, credentialing, grievance procedures, data reporting requirements, confidentiality requirements, and any other applicable provisions required by federal or state law are as stated in the Administrative Handbook. The provider may participate in the managed care organization's quality management program, dispute resolution process, and utilization management program. Contracted providers shall notify the managed care organization of any changes that would impact the provider's credentialing status or ongoing availability to members.

2.2 As required by Vt. Admin. Code 4-5-3:5.3(F), provider shall ensure availability and confidentiality necessary to monitor and evaluate the quality of care, and to conduct medical and other health care evaluations and audits to determine, on a concurrent or retrospective basis, the necessity and appropriateness of care provided to members. Provider shall make health records available as required by law to appropriate state and federal authorities involved in assessing the quality of care or investigating the grievances or complaints of members, and to comply with the applicable state and federal laws related to the confidentiality of medical or health records.

2.3 As required by Vt. Admin. Code 4-5-3:5.3(I), "Provider agrees that in no event, including nonpayment by the managed care organization, insolvency of the managed care organization, or breach of this agreement, shall the provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a member or a person (other than the managed care organization) acting on behalf of the member for services provided pursuant to this agreement. This agreement does not prohibit the provider from collecting coinsurance, deductibles or copayments, as specifically provided in the certificate of coverage, or fees for uncovered services delivered on a fee-for-service basis to members. This agreement does prohibit the provider from requesting payment from a member for any services that have been confirmed by independent external review obtained through the Department of Financial Regulation pursuant to Vermont law to be medically unnecessary, experimental, investigational or a medically inappropriate off-label use of a drug."

2.4 As required by Vt. Admin. Code 4-5-3:5.3(J), in the event of the managed care organization's insolvency or other cessation of operations, covered services to a member will continue through the period for which a premium has been paid to the managed care organization on behalf of the member or until the member's discharge from an inpatient facility, whichever period is greater. Covered benefits to a member confined in an inpatient facility on the date of insolvency or other cessation of operations will continue until the member's continued confinement in the facility is no longer medically necessary.

2.5 As required by Vt. Admin. Code 4-5-3:5.3(O), 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.

2.6 As required by 18 V.S.A. § 9418c(a)(1), contracting entity shall provide participating health care providers information sufficient for the participating provider to determine the compensation or payment terms for health care services.

2.7 As required by 18 V.S.A. § 9418c(4)(C), the term of this Agreement is as stated in the underlying Agreement. In the event the underlying Agreement does not state the term of this Agreement, then this Agreement will become effective on the effective date of the underlying Agreement and will continue in effect for a period of one (1) year ("Initial Term"). Unless otherwise terminated, this Agreement shall renew automatically for consecutive one (1) year terms ("Renewal Term") on each anniversary of the effective date ("Renewal Date").

2.8 As required by 18 V.S.A. § 9418c(4)(D), the termination rights are as stated in the underlying Agreement. In the event the underlying Agreement does not include any termination rights, the termination rights are as follows:

Discretionary Termination. After the expiration of the Initial Term, this Agreement may be terminated in the sole discretion of either party, by the provision of written notice at least ninety (90) days prior to the Renewal Date, such termination to be effective on the Renewal Date.

Termination for Material Breach.

(a) This Agreement may be terminated by contracting entity upon written notice to provider if (i) any action is taken which requires provider to provide contracting entity with notice; (ii) in the sole discretion of contracting entity, if provider fails to comply with the quality management and/or credentialing/recredentialing program(s) specified in the administrative handbook(s); or (iii) provider fails to comply with any applicable state and/or federal law related to the delivery of health care services.

(b) In the event that one party commits a material breach of this Agreement (the "Breaching Party") this Agreement will terminate upon the provision of at least thirty (30) days written notice to the Breaching Party specifying the material breach. The Breaching Party may cure the breach within such thirty (30) day period, provided however, that failure to cure said breach will result in termination as of the date specified in the notice.

Network Participation Termination. Either party may terminate this Agreement as to any of the networks in which provider participates by the provision of at least ninety (90) days prior written notice to the other party provided however, provider maintains participation in at least one network. Termination of a Network will not terminate this Agreement as to any other Networks in which provider participates.

2.9 As required by 18 V.S.A. § 9418c(4)(F), the dispute resolution process is as stated in the underlying Agreement. In the event the underlying Agreement does not include a dispute resolution process, the dispute resolution process is as stated in the administrative handbook.

2.10 As required by 18 V.S.A. § 9418f (d)(1), contracting entity may enter into an agreement with a third party, allowing the third party to obtain the contracting entity's rights and responsibilities under the provider network contract as if the third party were the contracting entity. The third party accessing the provider network contract is contractually obligated to comply with all applicable terms, limitations, and conditions of the provider network contract.

III. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

IV. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS: VERMONT

There are no Geographic Exceptions Coordinating Provisions at this time.

VERMONT SUMMARY DISCLOSURE FORM

This Summary Disclosure Form is being provided pursuant to 18 V.S.A. §9418c. This Summary Disclosure Form is merely a guide to your health care contract. The terms and conditions of your health care contract constitute the actual contract rights of the parties. Reading this Summary Disclosure Form is not a substitute for reading the entire health care contract. By signing the health care contract, the participating provider will be bound by the health care contract's terms and conditions. The terms and conditions of the health care contract may be amended pursuant to 18 V.S.A. §9418d and the participating provider is encouraged to read any proposed amendments sent after execution of your health care contract.

1. Compensation or Payment Terms: Article V and Contract Rate Exhibit

2. Manner of Payment: Fee-for-Service

3. Contact Information to Request Fee Schedule: 1 (800) 950-7040

4. Website Address: www.multiplan.com

5. List of Products: Definition of Program

6. Term of the Health Care Contract: Article II

7. Termination Notice Period and Reasons for Termination: Article II

8. Processing of Participating Provider's Compensation or Payment: Article V

9. Dispute Resolution Mechanism: Article V and Article VIII

10. List of Addenda:

    A. Amendment Exhibit (if applicable)
    B. Network Participation Requirements
    C. Coordinating Provisions State/Federal Law and Accreditation Standards
    D. Contract Rates
    E. List of Locations (if applicable)
    F. Service Requirements (if applicable)