
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 State Law Coordinating Provisions (“SLCP”) 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., d/b/a Claritev, Inc., on behalf of itself and its subsidiaries (collectively “Claritev”), Network Provider and/or Client are subject to such federal or state law.
- 1.2 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. DEFINITIONS:

Depending upon the specific form of the Agreement, the following terms may be utilized in the Agreement and are intended to be defined as provided for in the Agreement:

- 2.1 Billed Charges may be referred to as Regular Billing Rates;
- 2.2 Client may be referred to as Payor;
- 2.3 Contract Rates may be referred to as Preferred Payment Rates;
- 2.4 Covered Services may be referred to as Covered Care;
- 2.5 Network Provider may be referred to as Preferred Provider;
- 2.6 Participant may be referred to as Covered Individual; and
- 2.7 Program or Benefit Program may be referred to as Contract.

For purposes of this Exhibit, the term Network Provider is inclusive of Participating Professional and all Network Providers.

III. STATE LAW COORDINATING PROVISIONS: NORTH CAROLINA

For any Agreement involving the delivery of health care services in the State of North Carolina, the provisions noted below shall apply. 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. Where the term Client is used Client shall mean only those Clients that are subject to the specific law(s) cited below:

- 3.1 As required by the North Carolina Department of Insurance, Emergency Medical Condition is defined pursuant to N.C.G.S. § 58-3-190(g)(1) to mean a medical condition manifesting itself by a acute symptoms of sufficient severity, including, but not limited to, severe pain, or by acute symptoms developing from a chronic medical condition that would lead a prudent layperson, possessing an average knowledge of health and medicine, to reasonably expect the absence of immediate medical attention to result in any of the following:
 - (a) Placing the health of an individual, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy.
 - (b) Serious impairment to bodily functions.
 - (c) Serious dysfunction of any bodily organ or part.
- 3.2 As required by the North Carolina Department of Insurance, Emergency Services is defined, pursuant to N.C.G.S. § 58-3-190(g)(2), to mean health care items and services furnished or required to be screened for or treat an emergency medical condition until the condition is stabilized, including prehospital care and ancillary services routinely available to the emergency department.
- 3.3 As required by the North Carolina Department of Insurance, Medical Necessity is defined pursuant to N.C.G.S. § 58-3-200(b) to mean covered services or supplies that are:
 - (a) provided for the diagnosis, treatment, cure, or relief of a health condition, illness, injury, or disease.
 - (b) not for experimental, investigational, or cosmetic purposes, except as allowed by N.C.G.S. § 58-3-255.
 - (c) necessary for, and appropriate to, the diagnosis, treatment, cure, or relief of a health condition, illness, injury, disease, or its symptoms.
 - (d) within generally accepted standards of medical care in the community.
 - (e) not solely for the convenience of the Participant, the Participant’s family, or the Network Provider.

- 3.4 As required by N.C.G.S. § 58-3-200(c), in the event Client or User, or an authorized representative of Client or User, as applicable, determines that services, supplies, or other items are covered under its Program, including any determination under N.C.G.S. § 58-50-61, Client/User shall not subsequently retract its determination after the services, supplies, or other items have been provided, or reduce payment for such services furnished in reliance on such a determination, unless the determination was based upon a material misrepresentation about the Participant's health condition that was knowingly made by the Participant or Network Provider who provided the service, supply, or other item.
- 3.5 As required by N.C.G.S. § 58-3-225(b), (d), and (f), Network Provider shall submit claims for payment within one hundred eighty (180) calendar days of furnishing health care services. In the event the claim is not a Clean Claim, Client or User, as applicable, shall, within thirty (30) calendar days, notify Network Provider that such claim is incomplete. In the event Client/User requires additional information to process the claim, Client/User shall allow Network Provider ninety (90) business days to submit such additional information. Unless otherwise agreed to, failure to submit a claim within the time required does not invalidate or reduce any claim if it was not reasonably possible for Network Provider to file the claim within that time, provided that the claim is submitted as soon as reasonably possible and in no event, except in the absence of legal capacity of Participant, later than one year from the time submittal of the claim is otherwise required.
- 3.6 As required by N.C.G.S. § 58-3-225(h), Network Provider may collect underpayments or nonpayments by Client or User, as applicable, for a time period of up to two (2) years. Client or User, as applicable, may recover overpayments or offset future payments for a time period of up to two (2) years after the date of the original claim payment unless Client or User, as applicable, has reasonable belief of fraud or other intentional misconduct by Network Provider.
- 3.7 As required by N.C.G.S. § 58-50-270(1) "Amendment" means any change to the terms of this Agreement, including terms incorporated by reference, that modifies fee schedules. A change required by federal or State law, rule, regulation, administrative hearing, or court order is not an Amendment.
- 3.8 As required by N.C.G.S. § 58-50-275(b) all notices provided under this Agreement shall be one or more of the following, calculated as (i) five (5) business days following the date the notice is placed, first class postage prepaid, in the United States mail; (ii) on the day the notice is hand delivered; (iii) for certified or registered mail, the date on the return receipt; or (iv) for commercial courier service the date of delivery. Notwithstanding the foregoing, nothing in N.C.G.S. § 58-50-275(b) prohibits the use of electronic medium for a communication other than an Amendment if agreed to by the parties.
- 3.9 As required by N.C.G.S. § 58-50-280(a), Claritev shall send any proposed Amendment to the notice contact of Network Provider. The proposed Amendment shall be dated and labeled "Amendment," signed by a representative of Claritev and include an effective date for the proposed Amendment.
- 3.10 As required by N.C.G.S. § 58-50-280(b), upon receipt of a proposed Amendment, Network Provider shall be given at least sixty (60) days to object to such proposed Amendment. If Network Provider fails to object in writing to the proposed Amendment within such sixty (60) day time period, the Amendment shall be effective.
- 3.11 As required by N.C.G.S. § 58-50-280(c), in the event Network Provider provides written notice to Claritev objecting to a proposed Amendment within the sixty (60) day time period, the proposed Amendment will not become effective and Claritev has the right to terminate this Agreement.
- 3.12 As required by N.C.G.S. § 58-50-280(d), nothing in N.C.G.S. § 58-50-280 prohibits Network Provider and Claritev from negotiating terms that provide for mutual consent to an Amendment, a process for reaching mutual consent, or alternative notice contacts.
- 3.13 As required by N.C.G.S. § 58-50-285(a), Client/User or Claritev, as applicable, shall provide copies of its policies and procedures to Network Provider prior to execution of a new or amended agreement and annually to all contracted Network Providers. Such policies and procedures may be provided to Network Provider in hard copy, CD, or other electronic format, and may also be provided by posting the policies and procedures on the website of the Client/User or Claritev.
- 3.14 As required by N.C.G.S. § 58-50-285(b), the policies and procedures of Client/User or Claritev, as applicable, shall not conflict with or override any term of this Agreement, including fee schedules. In the event of a conflict between the policy and procedure and the language in this Agreement, the Agreement shall prevail.
- 3.15 As required by 11 N.C.A.C. 20.0202(5)(a), in the event this Agreement is terminated or Client/User or Claritev becomes insolvent, Network Provider shall ensure that any administrative duties and records regarding Participants shall be transitioned as requested by Client/User or Claritev.

- 3.16 As required by 11 N.C.A.C. 20.0202(6), Network Provider shall maintain licensure, accreditation, and credentials sufficient to meet Claritev's credential verification program requirements and shall notify Claritev of any subsequent changes in any information relating to Network Provider's professional credentials.
- 3.17 As required by 11 N.C.A.C. 20.0202(7), Network Provider shall notify Claritev of any changes in Network Provider's professional liability insurance.
- 3.18 As required by 11 N.C.A.C. 20.0202(9), Network Provider shall arrange for call coverage or other back-up to provide service in accordance with Client's/User's and/or Claritev's provider accessibility standards.
- 3.19 As required by 11 N.C.A.C. 20.0202(10), Client shall provide a mechanism that allows Network Provider to verify Participant eligibility, based on current information held by Client, before rendering health care services.
- 3.20 As required by 11 N.C.A.C. 20.0202(11), Network Provider shall maintain the confidentiality of Participant medical records and personal information as required by N.C.G.S. 58, Article 39, and other health records as required by law. Network Provider shall maintain adequate medical and other health records according to industry, Claritev, and Client/User standards. Network Provider shall make copies of such records available to Client/User and the North Carolina Department of Insurance ("DOI"), in conjunction with the DOI's regulation of Client/User.
- 3.21 As required by 11 N.C.A.C. 20.0202(12), Network Provider shall cooperate with Participants in all grievance processes.
- 3.22 As required by 11 N.C.A.C. 20.0202(13), Network Provider shall not discriminate against Participants on the basis of race, color, national origin, gender, age, religion, marital status, health status, or health insurance coverage.
- 3.23 As required by 11 N.C.A.C. 20.0202(15), Claritev, Client or User, as applicable, shall provide Network Provider with information on (i) benefit exclusions; (ii) credential verification program; (iii) quality assessment programs; (iv) provider sanction programs; (v) administrative requirements; and (vi) utilization review. In the event the preceding information is revised, Claritev, Client or User, as applicable, shall notify Network Provider and shall allow Network Provider time to comply with such revisions.
- 3.24 As required by 11 N.C.A.C. 20.0202(16), Network Provider shall comply with Client's/User's or Claritev's, as applicable, (i) utilization management program; (ii) credential verification program; (iii) quality management program; and (iv) provider sanctions program. None of these shall override the professional and ethical responsibility of Network Provider or interfere with Network Provider's ability to provide information or assistance to Participants.
- 3.25 As required by 11 N.C.A.C. 20.0202(17), Network Provider authorizes Client/User to include such Network Provider in Client's/User's provider directory. Client/User shall include such Network Provider in its provider directory that Client/User distributes to Participants.
- 3.26 As required by 11 N.C.A.C. 20.0202(19), Network Provider's duties and obligations under this Agreement shall not be assigned, delegated, or transferred without the prior written consent of Claritev. Claritev shall notify Network Provider, in writing of any duties or obligations that are to be delegated or transferred.
- 3.27 As required by 11 N.C.A.C. 20.0204, in the event Network Provider is an IPA, Network Provider shall:
- (a) ensure that all provider contracts utilized by Network Provider with its Participating Providers, i.e. Participating Professional and/or Participating Facility, shall comply with and include the applicable provisions of 11 N.C.A.C. 20.0202;
 - (b) retain its legal responsibility to monitor and oversee the offering of services to its members and financial responsibility to its members;
 - (c) not subcontract for its services without Claritev's written permission;
 - (d) ensure that Claritev has the right to approve or disapprove of participation of Participating Providers;
 - (e) make available for review by the North Carolina Department of Insurance, all provider contracts and subcontracts held by such Network Provider;
 - (f) comply with all applicable statutory and regulatory requirements that apply to the functions delegated by Network Provider to its Participating Providers.
- 3.28 As required by the North Carolina Department of Insurance, for the PHCS or Primary Network in North Carolina, Claritev contracts on behalf of itself and its wholly owned subsidiary Private Healthcare Systems, Inc.

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.