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., d/b/a Claritev, on behalf of itself and its subsidiaries (collectively "Claritev"), 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: NEW MEXICO

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 Subsection C of 13.10.22.12 NMAC, "Health care professional/health care facility agrees that in no event, including but not limited to nonpayment by the health insuring corporation, insolvency of the health insuring corporation, or breach of this agreement, shall health care professional/health care facility bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against, a subscriber, enrollee, covered person, or person acting on behalf of the covered person, for health care services provided pursuant to this agreement. This does not prohibit health care professional/health care facility from collecting co-insurance, deductibles, or copayments as specifically provided in the evidence of coverage, or fees for uncovered health care services delivered on a fee-for-service basis to persons referenced above, nor from any recourse against the health insuring corporation or its successor."

2.2 As required by Subsection D of 13.10.22.12 NMAC, contracted health care professionals and health care facilities, shall comply with administrative policies and programs in the administrative handbook, including, but not limited to, payment systems, utilization review, quality assessment and improvement programs, credentialing, confidentiality requirements, and any applicable federal or state programs.

2.3 As required by Subsection E of 13.10.22.12 NMAC, health care professionals and health care facilities shall maintain and make available health records to monitor and evaluate the quality of care, to conduct evaluations and audits, and to determine on a concurrent or retrospective basis the medical necessity and appropriateness of health care services provided to covered persons. Health care professional or health care facility shall make these health records available to appropriate state and federal authorities involved in assessing the quality of care or in investigating the grievances or complaints of covered persons. Health care professional or health care facility shall comply with applicable state and federal laws related to the confidentiality of medical or health records.

2.4 As required by Subsection F of 13.10.22.12 NMAC, the contractual rights and responsibilities of this agreement may not be assigned or delegated by the provider without the prior written consent of the contracting Managed Health Care Plan.

2.5 As required by Subsection G of 13.10.22.12 NMAC, health care professional or health care facility shall maintain adequate professional liability and malpractice insurance. Health care professional or health care facility shall notify the health care insurer or Managed Health Care Plan not more than ten days after the provider's receipt of notice of any reduction or cancellation of such coverage.

2.6 As required by Subsection H of 13.10.22.12 NMAC, health care professional or health care facility shall observe, protect, and promote the rights of covered persons as patients.

2.7 As required by Subsection I of 13.10.22.12 NMAC, health care professional or health care facility shall provide health care services without discrimination on the basis of a patient's participation in the health care plan, age, gender, ethnicity, religion, sexual orientation, health status, or disability, and without regard to the source of payments made for health care services rendered to a patient. This requirement shall not apply to circumstances when the health care professional

or health care facility appropriately does not render services due to limitations arising from the health care professional's or health care facility's lack of training, experience, or skill, or due to licensing restrictions. Health care insurer or Managed Health Care Plan shall provide interpreters for limited English proficient (LEP) individuals and interpretative services for patients who qualify under the Americans with Disabilities Act (ADA). Such interpretive services will be made available to provider's office at no cost to the provider.

2.8 As required by Subsection J of 13.10.22.12 NMAC, health care professional or health care facility will ensure that covered health care services are available twenty-four hours per day, seven days per week.

2.9 As required by Subsection K of 13.10.22.12 NMAC, the dispute resolution process is as stated in the underlying Agreement. In the event that the Agreement does not contain a dispute resolution process, the dispute resolution process is as stated in the administrative handbook.

2.10 As required by Subsection L of 13.10.22.12 NMAC, the hold harmless provision required by Subsection C of 13.10.22.12 NMAC shall survive the termination of the contract regardless of the reason for the termination, including the insolvency of the health care insurer or Managed Care Health Plan.

2.11 As required by Subsection M of 13.10.22.12 NMAC, those terms used in the contract and that are defined by New Mexico statutes and division regulations will be used in the contract in a manner consistent with any definitions contained in said laws or regulations.

2.12 As required by Subsection O of 13.10.22.12 NMAC, Managed Health Care Plans ("MHCP") failing to pay a health care professional or failing to pay a covered person for out of pocket covered expenses within forty-five (45) days after a clean claim has been received by the MHCP shall be liable for the amount due and unpaid with interest on that amount at the rate of one and one half times the rate established by a bulletin entered by the superintendent in January of each calendar year.

III. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

IV. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS: NEW MEXICO

4.1 Professional Liability Insurance. As allowed by NM Stat. § 41-5-5, if provider is other than a hospital or facility and participates in the New Mexico Medical Malpractice Act, such provider will maintain professional liability insurance at minimum levels of $200,000 per occurrence and $600,000 in the aggregate.

4.2 Professional Liability Insurance. As allowed by NM Stat. § 41-5-5, if provider is a hospital or facility and participates in the New Mexico Medical Malpractice Act, such provider will maintain professional liability insurance in an amount determined by the Superintendent of Insurance.