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**EXHIBIT C**  
**COORDINATING PROVISIONS: STATE LAW,**  
**ACCREDITATION STANDARDS AND GEOGRAPHIC EXCEPTIONS**

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**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: OREGON**

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 O.R.S. §743B.405(2)(a), provider shall participate in and observe the protocols of the quality management program outlined in the administrative handbook.
- 2.2 As required by O.R.S. §743B.405(2)(b), the criteria for termination or nonrenewal are as stated in the underlying agreement. In the event the underlying agreement does not contain criteria for termination or nonrenewal, those 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 insurer upon written notice to provider if (i) any action is taken which

