EXHIBITC COORDINATING PROVISIONS : STATE LAW, ACCREDITATION STANDARDS AND GEOGRAPHIC EXCEPTIONS

I. INTRODUCTION:

- 1.1 <u>Scope</u> 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 MaltiPlan, Inc., on behalf of itself and its subsidiaries (P1"), Provider and/or Client are subjetts such federal or state law.
- 1.2 <u>Terms</u> 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/o 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 <u>Citations</u> The citations are current as of the date of this Exhilatecodification of statutory and/or regulatory citations does not nullify the intent of the provision.
- II. STATE LAW COORDINATING PROVISIONS: HAWAII
 - 2.1 As required by HRS § 431:26104(b), "Provider 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 bill, charge, dect 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 or intermediary, as applicable, acting o behalf of the covered person for services prediopursuant to this agreement. This agreement does not prohibit the provider from collecting coinsurance, deductibles, or copayments, as specifically provided in the evidence of coverage, or fees for uncovered services delivered on forfservice basis to covered persons; provided that a provider shall not bill or collect from a covered person or a person acting on behalf of a covered person any charges for non-covered services or services that do not meet the criteria in section 432 Hawaii Revise Statutes, unless an agreement of financial responsibility specific to the service is signed by the covered person or a person acting on behalf of the covered person and is obtained prior to the time services are rendered. This agreement does not prohibit provider, except for a health care professional who is employetinfiellon the staff of a health carrier and has agreed to provide services exclusively to that health carrier's covered persons and no others, and a covered person from agreeing to contine services solely at the expense of the covered person; provided that the provider has clearly informed the covered person that the health carrier may not cover or continue to cover a specific service or services. Except as provided herein, this agreendants not prohibit the provider from pursuing any available legal remedy."
 - 2.2 As required by HRS § 431:2694(c), in the event of a health carrier or intermediary insolvency or other cessation of operations, the provider's obligation to deliver covered/ises to covered persons without balance billing shall continue until the earlier of:
 - (1) The termination of the covered person's coverage under the network plan, including any extension of coverage provided under the contract terms or applicable state or federal law for covered persons who are in an active course of treatment or totally disabled; or
 - (2) The date the contract between the carrier and the provider, including any required extension for covered persons in an active course of treatment, wobleve terminated if the carrier or intermediary had remained in operation.
 - 2.3 As required by HRS § 431:2694(k), provider shallmake health records available to appropriate state and federal authorities involved in assessing the quality of care or tigating the grievances or complaints of covered persons and to 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 the persibical amel health records.
- III. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

IV. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS: HAWAII

There are no Geographic Exceptions Chimoating Provisions at this time.