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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: NEW JERSEY**

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 N.J.A.C. 11:24B-5.2(a)(1), any provision of this Agreement that conflicts with State or Federal law is hereby amended to conform to such applicable State or Federal law.

2.2 As required by N.J.A.C. 11:24B-5.2(a)(2), provider shall comply with the provisions of T.J.006 Tc 0.166 Tw (t)-5.2 (h)12 (e)4.3 (pr)1.7 (ov) ODS and/or carrier, as applicable, and as stated in the underlying Agreement. In the event the underlying Agreement does not contain information regarding the quality assurance program, provider shall observe the quality assurance protocols contained in the administrative handbook. ODS shall be responsible for the day to day administration of its quality assurance program. If provider has a complaint regarding the quality assurance program, provider may follow the complaint process in the underlying Agreement. In the event the underlying Agreement does not include a mechanism to lodge a complaint, provider may contact MultiPlan's Service Operations Department.

2.5 As required by N.J.A.C. 11:24B-5.2(a)(5) & (6), provider shall comply with the carrier's utilization management (“UM”) program. Carrier is responsible for the day to day operation of its UM program. Provider may contact carrier via the phone number or website indicated on covered persons identification for information regarding UM decisions, appeals and protocols as required by N.J.A.C. 11:24B-5.2 (a)(5)(ii)-(iv). Provider may rely upon the written or oral authorization for a service if made by carrier. Services shall not be retroactively denied as not medically necessary except in cases of material misrepresentation of the facts or fraud to carrier. In the event that an appeal instituted by a provider on behalf of a covered person will be entertained as a member utilization management appeal without covered person's consent, the appeal

will not be eligible for the Independent Health Care Appeals Program, established pursuant to N.J.S.A. 26:2S-11, until the covered person's specific consent to the appeal is obtained.

- 2.6 As required by N.J.A.C. 11:24B-5.2(a)(7), this Agreement is governed by New Jersey law with respect to health care services rendered in the State of New Jersey.
- 2.7 As required by N.J.A.C. 11:24B-5.2(a)(8), 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 N.J.A.C. 11:24B-5.2(a)(9) and N.J.A.C. 11:24B-5.3 (a), 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 ODS upon written notice to provider if (i) any action is taken which requires provider to provide ODS with notice; (ii) in the sole discretion of ODS, 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

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and the requirements specified in the ODS administrative handbook(s) pertaining to the confidentiality of medical and billing records, and will keep confidential, and take all precautions to prevent the unauthorized disclosure of any and all medical and billing records.

2.21As required by N.J.A.C. 11:24B-

