
EXHIBIT __
COORDINATING PROVISIONS-STATE/FEDERAL LAW, ACCREDITATION STANDARDS AND GEOGRAPHIC
EXCEPTIONS
ILLINOIS

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 SLCP Exhibit shall supersede, govern and control to the extent required by federal and/or state law and to the extent that 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 State Law Coordinating Provision. Recodification of statutory and/or regulatory citations does not nullify the intent of the provision.

II. FEDERAL LAW COORDINATING PROVISIONS:

- 2.1 Federal Employees Health Benefits ("FEHB"). As applicable, this Agreement is subject to the terms of the laws governing FEHB.
- 2.2 Federal Employees Health Benefits ("FEHB") Plan. The parties agree that any and all claims or disputes relating to such benefits under a FEHB Plan will be governed exclusively by the terms of such federal government contract and federal law, whether or not such terms and laws are specified in this SLCP Exhibit or elsewhere in this Agreement.

III. STATE LAW COORDINATING PROVISIONS: ILLINOIS

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.

- 3.1. As required by 50 Ill. Adm. Code 2051.295(a), and if the provider participates in the workers' compensation network, add the following language to the preamble "This Agreement conforms to the requirements of Section 8.1a of the Illinois Workers' Compensation Act."
- 3.2. As required by 50 Ill. Adm. Code 2051.290(b) and if the provider participates in the workers' compensation network, as required by 50 Ill. Adm. Code 2051.295(c) provider shall comply with applicable administrative policies and procedures of the administrator including, but not limited to credentialing or recredentialing requirements; and, except for DHCS administrators, utilization review requirements, and referral procedures.
- 3.3. As required by 50 Ill. Adm. Code 2051.290(c) and if the provider participates in the workers' compensation network, as required by 50 Ill. Adm. Code 2051.295(d), when payments are due to the provider for services rendered to a beneficiary, the provider must maintain and make medical records available:
 - (a) To the administrator and/or insurer for the purpose of determining, on a concurrent or retrospective basis, the medical necessity and appropriateness of care provided to beneficiaries;
 - (b) To appropriate State and federal authorities and their agents involved in assessing the accessibility and availability of care or investigating member grievances or complaints; and
 - (c) To show compliance with the applicable State and federal laws related to privacy and confidentiality of medical records.
- 3.4. As required by 50 Ill. Adm. Code 2051.290(d) and if the provider participates in the workers' compensation network, as required by 50 Ill. Adm. Code 2051.295(e) provider shall be licensed by the State of Illinois, and shall notify the administrator immediately whenever there is a change in licensure or certification status.
- 3.5. As required by 50 Ill. Adm. Code 2051.290(e) and if the provider participates in the workers' compensation network, as required by 50 Ill. Adm. Code 2051.295(f), physician providers licensed to practice medicine in all its branches to have admitting privileges in at least one hospital with which the administrator has a written provider contract. The administrator shall be notified immediately of any changes in privileges at any hospital or admitting facility.

Reasonable exceptions shall be made for physicians who, because of the type of clinical specialty, or location or type of practice, do not customarily have admitting privileges.

- 3.6. As required by 50 Ill. Adm. Code 2051.290(f) and 215 ILCS 124/15 and if the provider participates in the workers' compensation network, as required by 50 Ill. Adm. Code 2051.295(g), the contract may be terminated by either party without cause or for nonrenewal upon not less than 60 days prior written notice. The administrator may immediately terminate the provider contract for cause, including but not limited to when a provider license has been disciplined by a State licensing board or when there is reasonable cause to believe direct imminent physical harm may occur to patients under provider's care.
If applicable, a provider, acting as primary care physician under plans requiring a gatekeeper option, must provide the administrator with a list of all patients using that provider as a gatekeeper within 5 working days after the date that the provider either gives or receives notice of termination.
- 3.7. As required by 50 Ill. Adm. Code 2051.290(g) and if the provider participates in the workers' compensation network, as required by 50 Ill. Adm. Code 2051.295(h), the continuing obligations are as stated in the Agreement, in the event the Agreement does not include any continuing obligations, they are as follows:
 - (a) Upon the termination of this Agreement by either party for any reason, all rights and obligations hereunder shall cease, except (i) any confidentiality or dispute resolution rights and obligations; and (ii) those rights, obligations, and liabilities incurred prior to the date of termination.
 - (b) Upon termination of this Agreement for any reason, termination of any Network in which provider participates, under the terms of this Agreement, provider will:
 - (i) continue to provide health care services to members who are receiving treatment on the effective date of termination (1) until the course of treatment is completed; (2) for a period of ninety (90) days or through the current period of active treatment for those members undergoing active treatment for a chronic or acute medical condition, whichever time period is shorter; (3) throughout the second and third trimester of pregnancy and/or through postpartum care, if requested by the member; or (4) until provider makes reasonable and medically appropriate arrangements to transfer the member to the care of another provider, making such transfer to a provider whenever appropriate (except as specified in subsections (2) and (3) herein);
 - (ii) accept payment made pursuant to the Agreement, as payment in full, for covered services rendered in accordance with this Section; and
 - (iii) inform members seeking health care services that provider is no longer a network provider.
- 3.8. As required by 50 Ill. Adm. Code 2051.290(h) and if the provider participates in the workers' compensation network, as required by 50 Ill. Adm. Code 2051.295(i), the rights and responsibilities under the contract cannot be sold, leased, assigned, assumed or otherwise delegated by either party without the prior written consent of the other party. The provider's written consent must be obtained for any assignment or assumption of the provider contract whenever an administrator or insurer is bought by another administrator or insurer. A clause within the provider contract allowing assignment will be deemed consent so long as the assignment is in accordance with the terms of the contract. The assignee must comply with all the terms and conditions of the contract being assigned, including all appendices, policies and fee schedules.
- 3.9. As required by 50 Ill. Adm. Code 2051.290(i) and if the provider participates in the workers' compensation network, as required by 50 Ill. Adm. Code 2051.295(j), preferred provider has and will maintain adequate professional liability and malpractice coverage, through insurance, self-funding, or other means satisfactory to the administrator. The administrator must be notified within no less than 10 days after the provider's receipt of notice of any reduction or cancellation of the required coverage.
- 3.10. As required by 50 Ill. Adm. Code 2051.290(j) and if the provider participates in the workers' compensation network, as required by 50 Ill. Adm. Code 2051.295(k), provider will provide health care services without discrimination against any beneficiary on the basis of participation in the preferred provider program, source of payment, age, sex, ethnicity, religion, sexual preference, health status or disability.
- 3.11. As required by 50 Ill. Adm. Code 2051.290(k) preferred provider shall collect applicable copayments, coinsurance and/or deductibles from beneficiaries as provided by the beneficiary's health care services contract, and provide notice to beneficiaries of their personal financial obligations for non-covered services. DHCS providers may not charge beneficiaries more than any applicable discounted rates in accordance with payment terms and provisions contained in a DHCS agreement signed by a beneficiary.

- 3.12. As required by 50 Ill. Adm. Code 2051.290(l) and if the provider participates in the workers' compensation network, as required by 50 Ill. Adm. Code 2051.295(n), if provider is a physician, provider shall ensure that medical and health care services are available to beneficiaries 24 hours a day, 7 days a week. Reasonable exceptions may be made for the provider who, because of type of clinical specialty, or location or type of practice, does not customarily offer such availability.
- 3.13. As required by 50 Ill. Adm. Code 2051.290 (n) & (o) and if the provider participates in the workers' compensation network, as required by 50 Ill. Adm. Code 2051.295(p) & (q) , the administrator shall make its administrative handbook and operational procedures available to provider.
- 3.14. As required by 50 Ill. Adm. Code 2051.290(p) and if the provider participates in the workers' compensation network, as required by 50 Ill. Adm. Code 2051.295(r), the dispute resolution rights are as stated in the Administrative Handbook.
- 3.15. As required by 50 Ill. Adm. Code 2051.295(l) if the provider participates in the workers' compensation network preferred provider shall provide notice to beneficiaries of their personal financial obligations for non-covered services.
- 3.16. As required by 50 Ill. Adm. Code 2051.295(m), if the provider participates in the workers' compensation network, provider may charge covered employees for those services that are determined to be not compensable under the Workers' Compensation Act.
- 3.17. As required by 50 Ill. Adm. Code 2051.295(m), if the provider participates in the workers' compensation network, the employer shall make payment and providers shall submit bills and records in accordance with the provisions of Section.820 ILCS 305/8.2(d).

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.