

**AMENDMENT TO
MPI CLIENT SERVICES AGREEMENT**

THIS AMENDMENT, effective January 1, 2015, (the "Effective Date"), is entered into by and between MultiPlan, Inc. with principal offices at 115 Fifth Avenue, New York, NY 10003-1004 on behalf of itself and its subsidiaries ("MPI"), and City of LaCrosse, with principal offices at 400 LaCrosse Street, LaCrosse, WI 54601 (the "Client") and amends a certain client services agreement between MPI and Client dated April 1, 2011 (the "Agreement"). All terms of this Amendment shall have the meaning ascribed to them in the Agreement unless otherwise defined herein.

WHEREAS, MPI and the Client seek to amend the Agreement to add HealthEOS Plus by MultiPlan Network Services, remove access to HealthEOS Select Network Services, and update certain provisions as more fully described herein according to the terms and conditions as set forth in the Agreement and as otherwise set forth herein; and

WHEREAS, by executing this Amendment, the parties agree to abide by the terms and conditions of the Agreement, as amended.

THEREFORE, in consideration of the foregoing, and of the mutual covenants and undertakings set forth in this Amendment, the parties have executed this Amendment intending to be legally bound and agree as follows:

A. SERVICES.

HealthEOS Plus by MultiPlan Network Services. Client agrees to purchase and MPI agrees to provide the HealthEOS Plus by MultiPlan Network Services set forth in Exhibit 3-B, which is attached hereto as Exhibit 3-B and pay MPI for those HealthEOS Plus by MultiPlan Network Services in accordance with Exhibit 1 of the Agreement.

B. DEFINITIONS.

1. Section A.12, Facility Usual & Customary Review Services of the Agreement has been deleted in its entirety.
2. Section A.19, Network Services of the Agreement is hereby replaced in its entirety with the following:

Network Services. Any one or more of the following Services each of which is more fully described on the applicable Services Exhibit: (a) Primary PPO Network Services, which may include Home Infusion Specialty Services and access to the American CareSource Holdings, Inc. provider network for ancillary services, (b) Complementary Network Services, (c) PPO Network Services for Limited Benefit Programs; (d) the HealthEOS by MultiPlan Network Services, (e) the Centers of Excellence Transplant Network Program Services, (f) the PHCS Savility Network Services, and (g) the ValuePoint Services.

3. Section A.22, Savings of the Agreement is hereby replaced in its entirety with the following:

Savings. Savings shall mean the following as applicable:

- a. Primary PPO and Complementary Network Services – the difference between the applicable Contract Rate and the Network Provider's Billed Charges (excluding surcharges and the cost of personal convenience items);
- b. Negotiation Services – the difference between Billed Charges and the negotiated fee;
- c. Medical Reimbursement Analysis Services – the difference between the Billed Charges and the recommended allowable amount for each bill for which MPI provides Services.

C. LIMITATIONS. Section B.4 of the Agreement is hereby deleted in its entirety.

D. MUTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES.

1. Section C.1, Records and Audit Rights, of the Agreement is hereby replaced in its entirety with the following:

Records and Audit Rights. Each party shall maintain complete and accurate records in connection with this Agreement in sufficient detail to record and report on its duties and obligations under this Agreement. Subject to the confidentiality provisions contained herein, each party shall have the right to audit the records of the other party for verification of compliance with the terms of this Agreement, as follows:

- a. a party shall have the right to audit once in each calendar year, unless: (i) said audit reasonably requires a follow-up or additional audit to be conducted during that calendar year; or (ii) an additional audit is required as result of the termination of the Agreement for cause;
- b. upon thirty (30) calendar days' written notice to the non-auditing party;
- c. during normal business hours;
- d. with reasonable assistance to the auditing party to facilitate such audit;
- e. at no charge to either party; and
- f. in accordance with the reasonable auditing policies of the parties.

Except as set forth below, such audit shall be limited to that information that can be obtained from the records maintained by the party being audited during the current and previous three (3) calendar years. In the event the Client seeks to conduct an audit to verify MPI's performance of its quality management and/or credentialing functions under this Agreement, such audit shall be limited to information that can be obtained from records maintained by MPI for the prior twelve (12) months unless a regulatory compliance audit mandates a greater timeframe for the record review period. The auditing party shall provide the other with a copy of an audit report if one is produced by the auditing party. The rights set forth in this provision shall survive the termination of this Agreement for one (1) year.

2. Section C.3, Indemnification, of the Agreement is hereby replaced in its entirety with the following:

- a. Subject to the provisions of this Section, each party shall indemnify and hold the other, including its officers, directors, employees, agents, successors and assigns, harmless from and against all claims, expenses, liability, losses, and damages (excluding any special, consequential, punitive and exemplary damages) which may be alleged against or incurred by a third party or the other party to this Agreement which are the direct result of breach of this Agreement or proximately caused by the negligent or willful omission or commission of the indemnifying party in connection with any obligation set forth in this Agreement.

Nothing in this agreement shall be construed to waive the Client's limitations of liability and/or immunities as a Wisconsin municipality pursuant to WI Statutes and other applicable law."

- b. Each party's maximum liability arising from or relating to this Agreement shall not exceed the lesser of: (1) the aggregate of all Fees paid by Client to MPI during the twelve (12) month period immediately preceding notice to MPI of any alleged obligation of indemnification; or (2) \$1,000,000 except this limitation shall not apply to any claim arising out of one or more of the following (i) payment for Services or Fees; or (ii) payment for Covered Services. In addition, with the exception of (i) and (ii) above, neither party shall not be liable under this Agreement unless the amount of a loss directly arises out of a particular fact or circumstance exceeds \$100,000.00.
- c. Neither party shall be liable for consequential, exemplary, multiple, liquidated, statutory or punitive damages whatsoever in excess of the actual out of pocket loss the party has suffered, whether or not foreseeable, and neither a court nor arbitrator(s) shall have the authority to award such damages. Each party agrees that any dispute between the parties is personal to the respective parties. Each party waives any right to bring a claim in any forum as a class action and agrees that neither party shall voluntarily serve as a class representative or member of a class in litigation or arbitration adverse to the other party.

3. Section C.4, Insurance, of the Agreement is hereby replaced in its entirety with the following:

Insurance. Each party will maintain through a policy of insurance or a self-funded program for errors and omissions liabilities that may result from the obligations it has pursuant to this Agreement in the amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate. If the form of the insurance described above is "claims made," appropriate tail coverage shall be purchased by each party to insure continuing coverage against applicable claims made against a party after the expiration of such insurance.

4. Section C.6, Non-Solicitation, of the Agreement is hereby replaced in its entirety with the following:

Non-Solicitation. Neither party shall, directly or indirectly, solicit for employment or contract for

services any employee of the other party or its affiliated companies, except that neither party shall be precluded from hiring any employee who (i) initiated an inquiry regarding such employment, (ii) responded to any public advertisement, or (iii) has terminated employment with a party prior to the commencement of employment discussions with the other party.

5. Section C.7, Disclosures, of the Agreement is hereby replaced in its entirety with the following:

Disclosures. Client represents and warrants that it has and will continue to make timely, detailed, and accurate written disclosure to Users of the payment arrangements hereunder, including, whether and to what extent, Client retains any portion of any payment of any Fees billed or received in connection with the Services. MPI may utilize subcontractor(s) to provide services to MPI and/or Client in connection with this Agreement. Any such subcontracting shall not relieve MPI of any of its obligations under this Agreement.

E. **RIGHTS AND OBLIGATIONS OF CLIENT.** Section D.4.a Compliance with Network Provider Agreement, of the Agreement, is hereby replaced in its entirety with the following:

Compliance with Network Provider Agreement. Client shall abide by applicable requirements of the Network Provider Agreements including the requirement that Client shall pay or arrange for User to make payment to Network Providers at Contract Rates for Covered Services rendered to Participants within thirty (30) business days of receipt of a Clean Claim in order to obtain the benefit of the Contract Rate(s) unless otherwise required by applicable law or the applicable Network Provider Agreement. Client acknowledges that Network Providers shall not be required to honor the Contract Rate in the event Client fails to pay or arrange for User to pay a Clean Claim within the thirty (30) business day period. To the extent such laws apply, Client and User, may also be liable for statutory interest penalties for failure to timely pay the Contract Rates. In addition to the foregoing, certain state laws requiring alternative time periods within which payment is to be made may apply to Client. MPI shall not be responsible for the payment of any benefit amounts to Network Provider, including but not limited to Balance Billings following disallowance of discounts resulting from Client's failure to remit timely payment. Client acknowledges that certain Network Providers in the PPO Network are third party beneficiaries to this Agreement. Should Client seek to have access to the Network Provider Agreements with the Baylor Scott & White Health and the HealthTexas Provider Network, the Baylor affiliated physicians, located in Texas, and meet the qualifications for such access, Client shall sign an acknowledgement in a form identical to the one attached hereto as an attachment to this Exhibit.

F. **PRIVACY AND SECURITY OBLIGATIONS OF THE PARTIES.** Section F, Privacy and Security of the Parties is hereby replaced in its entirety with the following:

1. **Definitions.** Except as otherwise defined herein, all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule or the HITECH Act and its implementing regulations ("HIPAA Regulations"). In the event of an inconsistency between the provisions of this Agreement and a mandatory provision of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Agreement shall control.
 - a. "Breach" shall have the same meaning as in 45 CFR 164.402.
 - b. Electronic Protected Health Information ("E PHI") shall have the same meaning as in 45 CFR 160.103, limited to such information created or received by MPI from or on behalf of Client.
 - c. "Individual" shall have the same meaning as in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164 Subparts A and E.
 - e. Protected Health Information ("PHI") shall have the same meaning as in 45 CFR 160.103, limited to the information created or received by MPI from or on behalf of Client.
 - f. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
 - g. "Security Incident" shall have the same meaning as the term "security incident" as in 45 CFR 164.304.

- h. "Security Rule" shall mean Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160, 162 and 164.

2. Privacy Obligations and Activities of MPI.

- a. MPI shall not use or further disclose PHI other than as permitted or required by the Agreement or as required or permitted by law and regulation.
- b. MPI shall limit the Disclosure of PHI, to the extent practicable, to the Minimum Necessary to accomplish the intended purpose of such use, disclosure, or request.
- c. MPI shall comply with the applicable provisions of 45 CFR 164.500 et seq.
- d. MPI shall use appropriate safeguards to prevent use or disclosure of PHI other than as agreed to between the parties hereto.
- e. MPI shall, to the extent practicable, mitigate any harmful effect that is known to MPI of a use or disclosure of PHI by MPI in violation of the requirements of this Agreement.
- f. MPI shall report to Client any use or disclosure of PHI not provided for by this Agreement, or as otherwise specified in writing by Client, of which MPI becomes aware.
- g. MPI shall take reasonable steps to ensure that any agent, including a subcontractor to whom it provides PHI, agrees to the same restrictions and conditions that apply to MPI under this Agreement with respect to such PHI.
- h. At the request of Client, MPI shall provide Client access to PHI in the time and manner mutually agreed upon between MPI and Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR 164.524.
- i. MPI shall make any amendments to PHI in a Designated Record Set that the Client directs or agrees to pursuant to 45 CFR 164.526 at the request of Client or an Individual, and in the time and manner mutually agreed upon.
- j. MPI shall make internal practices, books, and records relating to the use and disclosure of PHI available to the Client, or at the request of the Client to the Secretary in a time and manner designated by the Client or the Secretary, for purposes of the Secretary determining Client's compliance with the HIPAA Regulations.
- k. MPI shall document such disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- l. MPI shall provide to Client or an Individual, in time and manner designated by Client, information collected in accordance with this Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

3. Permitted Uses and Disclosures by MPI.

- a. Except as otherwise limited in this Agreement, MPI may use PHI for the proper management and administration of MPI or to carry out the legal responsibilities of MPI. MPI may also disclose such PHI as necessary for MPI's proper management and administration or to carry out MPI's legal responsibilities, provided that such disclosures are required by law, or MPI obtains reasonable written assurances from any person or organization to which MPI shall disclose such PHI that such person or organization shall:
- b. Hold such PHI in confidence and use or further disclose it only for the purpose for which it was disclosed to MPI or as required by law; and
- c. Notify MPI of any instance, of which the person or organization becomes aware, in which the privacy or security of such PHI was breached. Within a reasonable time after discovery, MPI shall notify Client of such breach.
- d. Except as otherwise specified in this Agreement, MPI may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Client as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Client.

4. Security Obligations and Activities of MPI.

- a. MPI shall comply with the applicable provisions of 45 CFR Part 164 Subpart C.
 - b. MPI shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Client as required by CFR Part 164.530(e).
 - c. MPI shall take reasonable steps to ensure that any agent, including a subcontractor to whom it provides EPHI, agrees to the same restrictions and conditions that apply to MPI under this Agreement with respect to such EPHI.
 - d. MPI shall report to Client any Security Incident or Breach of Unsecured PHI of which it becomes aware.
5. Obligations of Client.
- a. Client shall provide MPI, with the notice of Client's privacy practices in accordance with 45 CFR 164.520, as well as any changes to such notice.
 - b. Client shall provide MPI with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect MPI's permitted or required uses and disclosures.
 - c. Client shall notify MPI of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 CFR 164.522.
 - d. Client shall not request MPI to use or disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Client.
 - e. Client shall advise MPI of state laws and regulations that are pre-emptive of HIPAA Regulations.
6. Termination for Cause. Upon Client's knowledge of a material breach by MPI of obligations set forth in this Section F, Client shall provide MPI with an opportunity to cure the breach no later than thirty (30) days upon Client's notice of breach to MPI. In the event of failure to cure in such time, Client shall have the right immediately to terminate the Agreement. Notwithstanding the foregoing, if neither termination nor cure is feasible, Client shall report the violation to the Secretary.
7. Effect of Termination of Agreement with respect to Protected Health Information.
- a. Except as provided in paragraph b below, upon termination of this Agreement, for any reason, MPI shall return or destroy all PHI received from Client, or created or received by MPI on behalf of Client. This provision shall apply to PHI that is in the possession of subcontractors or agents of MPI.
 - b. In the event that MPI determines that returning or destroying PHI is infeasible, MPI shall provide to Client notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, MPI shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as MPI maintains such PHI.
- G. DISPUTES WITH NETWORK PROVIDERS. Section H.3, Patient Care Complaints, of the Agreement, is hereby replaced in its entirety with the following:
- Client and Users shall notify MPI promptly upon knowledge of any dispute, complaint, or grievance relating to patient care or other disputes involving MPI, or Network Providers.
- H. NOTICE. Section J, Notice of the Agreement, is hereby replaced in its entirety with the following:
- Any notice required to be given by this Agreement shall be in writing and delivered to the other Party by hand, or by certified mail with return receipt requested, or by overnight delivery, as set forth below:
- | | |
|---|--|
| <p>To MPI:
 MultiPlan, Inc.
 2273 Research Boulevard
 Rockville, MD 20850-3378
 Attn: Executive Vice President, Sales & Account Management</p> | <p>To Client:
 City of LaCrosse
 400 Crose Street
 LaCrosse, WI
 Attn: Designated Primary Contact</p> |
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with a copy to:
 MultiPlan, Inc.
 1100 Winter Street
 Waltham, MA 02451-1440
 Attn: Legal Department

I. DISPUTES BETWEEN THE PARTIES.

1. Section 1.2, Disputes Between the Parties, of the Agreement is hereby replaced in its entirety with the following:

In the event that Client and MPI cannot resolve a dispute under this Agreement, the party with such dispute shall provide the other with written notice stating with specificity the nature of the dispute and request for resolution.

2. Section 1.3, Disputes Between the Parties, of the Agreement is hereby replaced in its entirety with the following:

Upon receipt of such notice, the parties will promptly assign the appropriate level of management and staff members who will arrange to discuss and seek resolution of the dispute, consistent with the terms of this Agreement.

3. Section 1.4, Disputes Between the Parties, of the Agreement is hereby replaced in its entirety with the following:

If the parties are unable to reach resolution within thirty (30) days from the date of receipt of the notice period, then designees of senior management from each party will have an additional thirty (30) days to resolve the dispute. This time period may be extended by mutual agreement of the parties. The parties, as mutually agreed, may include a mediator in such discussions.

J. MISCELLANEOUS.

1. Section K.1, Exhibits, Exhibit 3B, HealthEOS Select Network Services of the Agreement is hereby deleted in its entirety.

2. Section K.1, Exhibits, is hereby amended by adding the following reference:

Exhibit 3-B - HealthEOS Plus by MultiPlan Network Services

3. Reference to Exhibit 4 in Section K.1, Exhibits of the Agreement is hereby replaced in its entirety with the following:

Exhibit 4 - Acknowledgement

K. FEES.

1. Exhibit 1, Services and Pricing Table is hereby replaced in its entirety with the following Table:

Services	Billing Unit	Bill Type	Payment Due Date	Fee
Complementary Network Services	Savings	Billed to Client	15 days from invoice date	25%
HealthEOS by MultiPlan Network Services	Savings	Billed to Client	15 days from invoice date	25%
HealthEOS Plus by MultiPlan Network Services	Savings	Billed to Client	15 days from invoice date	25%

2. Exhibit 1, C.2, Billed Fees of the Agreement is hereby replaced with the following:

Billed Fees. For each calendar month, MPI shall calculate and bill Client an amount equal to the number of billing units for each billed Service multiplied by the price for that Service, as outlined in the Table. In the event that the Client is paying a Fee based upon a Covered Employee Per Month Billing Unit and a Bill Type of

Billed to Client, Client shall provide to MPI during the implementation process or prior to the first month's billing period, the initial enrollment of Covered Employees expected to be accessing the Primary PPO Network Services during the first calendar month. Thereafter, Client shall provide to MPI any adjustments thereto during the term of this Agreement as set forth herein.

3. The following language is hereby added to Section C.2 of Exhibit 1 of the Agreement.

Self-Reported Enrollment Fees. During the implementation process, Client shall provide the initial enrollment of Covered Employees expected to be accessing the PPO Network Services during the first calendar month. Thereafter, Client shall provide to MPI any adjustments thereto during the term of this Agreement as set forth herein. For each calendar month during the term of this Agreement, and for each Service purchased as set forth in the Table herein with a bill type of "Self-Reported by Client" and a billing unit of Each Covered Employee, Client shall calculate and pay to MPI a self reported enrollment fee as follows: the number of billing units eligible to receive each of the Services provided pursuant to this Agreement as of the first day of the month, multiplied by the rate for that particular Service as set forth in the Table. Client shall report all enrollment in one detailed payment backup report (as defined below in this Exhibit). In the event that Client cannot calculate the actual number of billing units for any calendar month, Client shall estimate that month's billing unit enrollment based upon Client's prior month's billing unit enrollment.

4. The following language is hereby added to Section C.3 of Exhibit 1 of the Agreement.

Self-Billed Fees. For each calendar month, Client shall calculate and pay MPI an amount equal to the number of billing units for each Self-Billing Service multiplied by the price for that Service as outlined in the Table.

5. Section D.1, Summary and Detail Payment Backup Reports for Self-Reported Fees of Exhibit 1 is hereby amended as follows:

Summary & Detail Payment Backup Reports for Self-Reported Enrollment Fees. In the event that Client pays Self-Reported Enrollment Fees, then the Client shall report and pay said Fees utilizing the following reports:

- The summary payment backup report shall include the following information for the Service and each enrollment month being paid or adjusted:
 - a. the enrollment month;
 - b. the total number of billing units (Covered Employees) by User, if applicable;
 - c. the price being paid; and
 - d. the total amount due
- The detail payment backup report shall include the following information for any self-reported Service Fee:
 - a. for each Service and for each User in each Service with a billing unit of Covered Employee, the number of Covered Employees as of the first of the month subtotaled by the first 3 digits of the zip code where each Covered Employee is located;
 - b. the termination date for each User that has terminated its relationship with Client during the current month, if applicable; and
 - c. other data which MPI may reasonably require to provide Services under this Agreement.

6. Section D.3, Adjustment to Fees of Exhibit 1 of the Agreement is hereby replaced in its entirety with the following:

Reporting on Fee Adjustments. All Fees are due in full by the dates set forth above in the Table. In the event that Client determines that certain adjustments are needed to Fees, Client shall provide a detailed explanation of such adjustments, including, but not limited to, reasons why claims were not paid such as "Ineligible Member" or "Discount not Provided" together with the invoice and payment by Client no later than within thirty (30) business days of receipt of the invoice. In the event Client fails to timely notify MPI of such adjustment within this period of time, Client shall be liable to MPI for the Fee relating to that claim. Upon request by MPI, Client shall make available an appropriate representative to MPI to discuss any adjustments, usage, and non-usage and reconcile, as appropriate, any outstanding balances with MPI.

7. The following language is hereby added as Section D.4 of Exhibit 1 of the Agreement.

Billing Report for Self-Reported or Self-Billed Fees. In the event that Client Self-Reports or Self-Bills its Fees on a Savings basis, Client agrees to provide MPI, in a format mutually agreed upon, with sufficient data to permit

MPI to calculate the Savings applied by the Client to allow for validation of accurate Savings calculation and to document fully all payments of Fees that are received from Client for each specific claim.

8. The following language is hereby added as Section D.5 of Exhibit 1 of the Agreement.

Reporting on Retroactive Adjustments to Fees. Client is required to report retroactive changes to previously reported enrollment and/or paid Fees. In the event that Client reports such changes during the timeframes set forth below, any Fees payable hereunder shall be adjusted accordingly by MPI to reflect such retroactive changes. However, if such retroactive changes result in a reduction to previously paid Fees, such changes must be reported by Client within six (6) months following the month for which such adjustment is being requested and in no event shall such adjustment be reported by Client any later than February 15th for the previous calendar year in order to receive a credit against said Fees.

- a. Retroactive increases or decreases to previously paid Fees will be calculated using the price paid in the enrollment and/or service month being adjusted.
- b. Nothing contained in this Section will limit the ability of MPI to obtain retroactive adjustments to any Fees paid or owed under this Agreement should any audit conducted by MPI or its designee, reveal discrepancies in the enrollment data or other information by which such Fees contained in this Agreement were calculated. Any adjustments in Fees owed by Client to MPI shall be subject to the late payment fees set forth above.

L. COMPLEMENTARY NETWORK SERVICES.

1. Section B.1, Identification Cards, of Exhibit 3, of the Agreement is hereby replaced as follows:

Identification Cards. Unless approved in writing by MPI to use the Complementary Network Services on a "Non-Logoed" basis or if required by law, Client shall produce a standard identification card, at Client's expense, for use by its Participants enrolled in the MultiPlan Network Complementary Services. Each identification card shall contain the following information:

- Name of Client
- Claims Submission Address
- Complementary Network Identifier (e.g., MPI logo or name, etc.), as specified by MPI
- User Name and Plan Number
- Telephone number(s) for the following: Eligibility/Benefits Verification; Utilization Management; and Provider Information

2. Section B.2, Explanation of Benefits, of Exhibit 3, of the Agreement is hereby replaced as follows:

Explanation of Benefits. Client shall issue EOBs bearing a MPI tradename or logo provided by MPI and the name of Client and User, if applicable, to indicate that payment has been made at Contract Rates, any amount payable by the Program for Covered Services at an in or out-of-network level, and any amount payable by the Participant

M. HEALTHEOS BY MULTIPLAN NETWORK SERVICES.

1. Section B.1, Identification Cards, of Exhibit 3A, of the Agreement is hereby replaced as follows:

Identification Cards. Client shall produce a standard identification card, at Client's expense, for use by its Participants enrolled in the HealthEOS by MultiPlan Network Services. Each identification card shall contain the following information:

- Name of Client
- Claims Submission Address
- User Name and Plan Number
- HealthEOS by MultiPlan Network Identifier (e.g., HealthEOS by MultiPlan logo or name, etc.), as specified by MPI
- Telephone number(s) for the following: Client – User Eligibility/Benefits Coverage, Utilization Management, and Provider Information

2. Section B.2, Explanation of Benefits, of Exhibit 3a, of the Agreement is hereby replaced as follows:

Explanation of Benefits. Client shall issue EOBs bearing the HealthEOS by MultiPlan Network's tradename or logo provided by MPI and the name of the Client and User, if applicable, to indicate that payment has been made at Contract Rates, any amount payable by the Program for Covered Services and any amount payable by the Participant.

N. CLIENT ACKNOWLEDGEMENT.

Exhibit 4, Client Acknowledgement, of the Agreement is hereby replaced in its entirety with the attached Exhibit 4.

O. STATE LAW COORDINATING PROVISIONS.

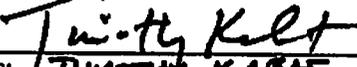
Exhibit 5, State Law Coordinating Provisions, of the Agreement is hereby replaced in its entirety with the attached Exhibit 5.

P. RATIFICATION OF TERMS. The parties ratify and confirm the terms and conditions of the Agreement as modified herein, and each confirms that the terms and conditions of the Agreement as modified herein shall remain in full force and effect unless otherwise terminated or amended at a later date, as specified in this Agreement. All other provisions of the Agreement not amended by the foregoing remain valid and effective.

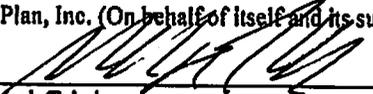
Q. CONFLICTS. In the event of a conflict between the terms of the Agreement and the provisions in this Amendment, the provisions in this Amendment shall control.

IN WITNESS HEREOF, the duly authorized representatives of the parties have executed this Amendment as set forth below.

City of LaCrosse

By: 
Name: TIMOTHY KASAT
Title: MAYOR

MultiPlan, Inc. (On behalf of itself and its subsidiaries)

By: 
Name: Mark Tabak
Title: President and Chief Executive Officer

City of LaCrosse

By: 
Name: Teri Lehrke
Title: City Clerk

EXHIBIT 3-B

HEALTHEOS PLUS BY MULTIPLAN NETWORK SERVICES

A. DESCRIPTION OF SERVICES.

1. HealthEOS Plus by MultiPlan Network Services.

- a. Access to HealthEOS Plus by MultiPlan Network Services requires the Client to purchase HealthEOS by MultiPlan Network Services.
- b. Except as otherwise set forth below, the rights and obligations of the parties set forth in the previous Exhibit for HealthEOS by MultiPlan Network Services shall apply to the HealthEOS Plus by MultiPlan Network Services:
 - i. Financial Incentives. Clients that access the HealthEOS Plus by MultiPlan Network must issue to their Participants identification cards as further described below, and must include the following financial incentives to encourage utilization of the HealthEOS Plus by MultiPlan Network Services:
 - In and out of network benefit design; and
 - Payment of Covered Services rendered in connection with this Agreement at the in-network level; and at Contract Rates; and
 - A minimum twenty percent (20%) benefit differential between in-network and out-of-network coinsurance rates to seek Covered Services from a HealthEOS Plus by MultiPlan Network Provider.
 - ii. Identification Cards. Client shall produce a standard identification card, at Client's expense, for use by its Participants enrolled in the HealthEOS Plus by MultiPlan Network Services. Each identification card shall contain the following information:
 - Name of Client
 - Claims Submission Address
 - Employer Group Name and Plan Number
 - HealthEOS Plus by MultiPlan Network Identifier (e.g., HealthEOS Plus by MultiPlan logo or name, etc.), as specified by MPI
 - Co-payment amount, if any
 - Telephone number(s) for the following: Client – Employer Eligibility/Benefits Coverage, Utilization Management, and Provider Information
 - iii. Explanation of Benefits. Client shall issue EOBs bearing the HealthEOS Plus by MultiPlan Network's tradename or logo as specified by MPI, stating that payment has been made at Contract Rates, and indicating any amount payable by the Program for Covered Services and any amount payable by the Participant.

EXHIBIT 4

Acknowledgement

As a condition for _____ ("Payor") to access the payment rates under the Amended and Restated Hospital Services Agreement dated effective September 15, 2011, as may be amended from time to time hereafter (the "Baylor Agreement"), between the hospitals and related health care facilities of Baylor Scott & White Health ("Baylor") and MultiPlan, Inc. ("MultiPlan"), the Payor hereby acknowledges the following obligations as a prerequisite and continuing condition of access to the Baylor Agreement by Payor.¹

In order to access the payment rates under the Baylor Agreement, the Payor hereby acknowledges and agrees to comply with and be bound by the terms of the Baylor Agreement, including, without limitation, the payment provisions in Article IV and the dispute resolution procedures described in Article VII. Payor further acknowledges that it has been provided with a copy of the Baylor Agreement and that it understands its duties and obligations as a Payor, as set forth therein. MultiPlan shall be obligated to provide Payor any amendments to the Baylor Agreement and Payor shall be bound to all such amendments as of the effective date of such amendments.

Payor represents and warrants that Payor shall use the reimbursement rates in the Baylor Agreement solely to pay for Covered Services rendered to Members covered under a Health Plan which utilizes the MultiPlan provider network and in which Baylor is a Participating Provider.

Payor agrees to comply with all laws and regulations governing the Payor's responsibilities under the Baylor Agreement, including, but not limited to, obtaining and maintaining in effect all applicable licenses, registrations and certifications necessary for that purpose. To the extent applicable to Payor, Payor agrees to act in conformance with the rules and laws of the State of Texas and the Texas Department of Insurance, as may from time to time be amended.

Payor agrees that Baylor is a third party beneficiary to this Acknowledgment. Nothing contained herein will be construed as, or be deemed to create, any rights or remedies in any party other than MultiPlan, Payor or Baylor.

Nothing in this Acknowledgment shall be construed as altering, limiting or superseding any duties or obligations imposed on a Payor under the Baylor Agreement. In the event of a conflict between the terms of this Acknowledgment and the terms of the Baylor Agreement, as applicable to Payor, Payor agrees that the terms of the Baylor Agreement shall control and govern. In the event of a conflict between the terms of this Acknowledgment and any agreement between MultiPlan and Payor, MultiPlan and Payor agree that the terms of this Acknowledgment shall control and govern.

[PAYOR]:

By: _____

Name: _____

Title: _____

Principal Address: _____

Facsimile Number: _____

Marketing Name(s) that will be used by Payor or its health plan(s) on Identification cards and/or Explanation of Benefits forms (EOBs):

TO BE COMPLETED BY MULTIPLAN
ACCESS GRANTED ON

Date: _____

¹ Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Baylor Agreement.

**EXHIBIT 5
STATE LAW COORDINATING PROVISIONS**

I. Scope.

In the event of a conflict between the other terms and conditions of this Agreement and these provisions, the provisions set forth on this Exhibit shall apply:

II. Illinois.

For those Services subject to Illinois laws and regulations, the following state law coordinating provisions apply:

- A. As required by the Illinois Department of Insurance, the defined term "Participant" in Section A. Definitions, is deleted in its entirety and replaced with the following definition:

Covered Policyholder shall mean the group consisting of an individual, and his or her covered dependents, if any, which (i) is entitled to receive benefits under Healthcare Plans; and (ii) is eligible to receive the Services from MPI. For individual medical plans, Covered Policyholder shall mean the group consisting of the policyholder of the individual health policy and his or her covered dependents.

- B. As required by the Illinois Department of Insurance, the defined term "Program" in Section A. Definitions, is deleted in its entirety and replaced with the following definition:

Healthcare Plan means health care benefits provided through either a group plan or an individual plan, whether insured, self-funded, or a combination thereof, which plan is underwritten, administered, which includes, but is not limited to, the adjudication of claims, issued, offered, or managed by Client or any member of the Client group and includes a financial incentive or steering, such as an out-of-pocket savings by the Covered Policyholder, an example of which would be a lower deductible amount, to encourage Covered Policyholder to choose treatment from Network Providers. Healthcare Plan does not mean benefits provided primarily for dental, vision and auditory services or disability.

- C. As required by 50 Illinois Administrative Code §2051.260, Client and MPI shall comply with the applicable network access and availability requirements of 50 Illinois Administrative Code §2051.310.
- D. As required by 50 Illinois Administrative Code §2051.280, Client shall include the Primary PPO Network's or Complementary PPO Network's, as applicable, toll free telephone number and name and/or logo on the Covered Policyholder's ID card.
- E. As required by 50 Illinois Administrative Code §2051.280, in the event that a Network Provider finds it medically necessary to refer a Covered Policyholder to a non-Network Provider, Client shall ensure that the Covered Policyholder not incur any greater out of pocket liability than had the Covered Policyholder been referred to a Network Provider. If the Covered Policyholder willfully accesses a non-Network Provider, the Covered Policyholder, may be subject to financial penalties, pursuant to his or her Healthcare Plan.
- F. As required by 50 Illinois Administrative Code §2051.280, if Client is a payor, as defined by 50 Illinois Administrative Code §2051.220, only such Client may assume any underwriting risk when that risk of part of the delivery of services.
- G. As required by 50 Illinois Administrative Code §2051.300, if Client is subject to 50 Illinois Administrative Code §2051.210 et seq. or any other provision of the Illinois Insurance Code, Client warrants and represents that it is properly registered under the applicable provisions of 50 Illinois Administrative Code §2051.210 et seq., or is otherwise appropriately licensed under the Illinois Insurance Code.
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- H. As required by 50 Illinois Administrative Code §2051.310 (6) (H), the following provisions shall apply to the Agreement:

1. In the event a Covered Policyholder has made a good faith effort to utilize a Network Provider for Covered Services and the Primary PPO Network or Complementary PPO Network, as applicable, does not have the necessary provider due to insufficient number, type, or distance, the Covered Policyholder will be

provided the Covered Services at no greater cost than if the Covered Services had been provided by a Network Provider; and

2. Client shall assure a Covered Policyholder's access to Covered Services when the Covered Policyholder has a medical emergency, whether within or outside the Network service area.