

**MPI PARTICIPATING PROFESSIONAL INDEPENDENT PRACTICE
ASSOCIATION ("IPA") AGREEMENT**

This Agreement, which is effective as of **November 1, 2011** (the "Effective Date"), is entered into by and between **MultiPlan, Inc.**, on behalf of itself and its subsidiaries ("MPI"), and **Southwest Medical IPA**, a partnership, professional service corporation, limited liability company or other legally constituted entity of licensed, registered, or certified health care professionals organized to arrange for the provision of health care services ("IPA").

In consideration of the promises and the mutual covenants and undertakings set forth in this Agreement, receipt and sufficiency of which is hereby acknowledged, the parties have executed this Agreement through their duly authorized representatives.

Southwest Medical IPA: Signature: <u>Corey Haggard</u> Print Name: Corey Haggard, M.D. Title: President Date: <u>October 11, 2011</u>	MultiPlan, Inc. (on behalf of itself and its subsidiaries): Signature: <u>[Signature]</u> Print Name: Michael Ferrante Title: EVP, Chief of Operations Date: <u>11-3-11</u>
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I. DEFINITIONS. For purposes of this Agreement:

- 1.1 **Benefit Program Maximum** means an instance in which the cumulative payment by a User has met or exceeded the annual or lifetime benefit maximum (e.g., dollar amount or service count) for a particular type of Covered Service rendered to a Participant in accordance with the terms of the Participant's Benefit Program.
- 1.2 **Billed Charges** means the fees for a specified health care service or treatment routinely charged by a Participating Professional regardless of payment source.
- 1.3 **Clean Claim** means a completed HCFA 1500 (or successor form), as appropriate, or other standard billing format containing all information reasonably required by the Client for adjudication.
- 1.4 **Client** means an insurance company, employer health plan, Taft-Hartley Fund, or other organization that sponsors, or administers on behalf of a User, as applicable, one or more Programs for the provision of health care services to Participants accessing the Network.
- 1.5 **Co-insurance** means an amount that the Participant is responsible for paying in accordance with the terms of the Participant's Benefit Program other than a Co-payment or Deductible.
- 1.6 **Contract Rates** means the rates of reimbursement to Participating Professional for Covered Services, as set forth in Exhibit D. Additional Contract Rate terms, if any, are also set forth in Exhibit D.
- 1.7 **Co-payment** means an expressed dollar amount for a given Covered Service, which is required to be paid by the Participant typically at the time of service under the terms of the Participant's Benefit Program.
- 1.8 **Covered Services** means health care treatment and supplies rendered by a Network Provider and provided to a Participant for which a User is responsible for payment pursuant to the terms of a Program.
- 1.9 **Deductible** means the amount a Participant is required to pay in accordance with the Participant's Benefit Program before a claim for benefits by the Participant is eligible for reimbursement by a User.
- 1.10 **Network** means an arrangement of Network Providers created or maintained by MPI, or one of its subsidiaries, under which such Network Providers have agreed to accept certain Contract Rates for Covered Services provided to Participants.
- 1.11 **Network Provider(s)** means a licensed facility or licensed, registered, or certified health care professional that agrees to provide health care services to Participants and has been independently contracted for participation in the Network. Network Providers may be referred to in this Agreement and in the administrative handbook(s) individually as "Network Facility" and "Network Professional" respectively.

- 1.12 Participant means any individual and/or dependent eligible under a Client's Program that provides access to the Network.
- 1.13 Participating Professional means a licensed, registered, or certified health care professional (i) who is a member or partner of, or has contracted with, IPA; (ii) who MPI has determined, in its sole discretion, satisfies the applicable credentialing criteria; and (iii) is bound to provide Covered Services to Participants within the scope of his or her applicable license, registration, certification, and privileges, and pursuant to this Agreement.
- 1.14 Program. Unless otherwise specified, the term Benefit Program and *ValuePoint* Program shall be referred to collectively as "Program".
- (a) Benefit Program means any contract, insurance policy, workers' compensation plan, auto medical plan, government program, health benefit plan or other plan or program under which Participants are eligible for benefits.
- (b) ValuePoint Program or Discount Card Program means a non-insured business arrangement under which, in exchange for a fee or other consideration paid by Participant directly to Client, and upon presentation of an identification card bearing the *ValuePoint* logo or other MPI authorized name and/or logo, a Participant has the right to reimburse Network Providers directly at the Contract Rate as payment in full for health care services rendered.
- 1.15 User means any corporation, partnership, labor union, association, program, employer or any other entity responsible for the payment of Covered Services entitled to access to the Contract Rates under this Agreement. Client may also be a User. For purposes of the ValuePoint Program or Discount Card Program, User shall mean an individual.

II. TERM AND TERMINATION

- 2.1 Effective Date; Term. This Agreement will become effective on the Effective Date and will continue in effect for a period of one (1) year ("Initial Term"). Unless otherwise terminated as specified in this Agreement, this Agreement shall renew automatically for consecutive one (1) year terms ("Renewal Term") on each anniversary of the Effective Date ("Renewal Date").
- 2.2 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 one hundred and eighty (180) days prior to the Renewal Date, such termination shall be effective on the Renewal Date.
- 2.3 Termination for Material Breach.
- (a) This Agreement may be terminated by MPI upon written notice to IPA if (i) any action is taken which requires IPA to provide MPI with notice under Section 3.8; (ii) in the sole discretion of MPI, IPA or any Participating Professional fails to comply with the quality management and/or credentialing/recredentialing program(s) specified in the administrative handbook(s); or (iii) IPA or any Participating Professional 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") other than those specified in Section 2.3(a), 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.
- 2.4 Network Participation Termination. Either party may terminate this Agreement as to any of the Networks in which IPA participates by the provision of at least ninety (90) days prior written notice to the other party. Termination of a Network will not terminate this Agreement as to any other Networks in which IPA participates.
- 2.5 Selection and Termination of Participating Professionals
- (a) MPI, in its sole discretion, will designate those health care professionals who satisfy the credentialing criteria of MPI as Participating Professionals. MPI reserves the right to re-credential any Participating Professional.
- (b) MPI, in its sole discretion, may terminate any Participating Professional upon at least ninety (90) days written notice.
- (c) In addition to the termination of a Participating Professional as specified in Section 2.5(b), MPI may terminate the participation of any Participating Professional under this Agreement, upon written notice to the Participating Professional, if Participating Professional (i) engages in any action that requires IPA to provide notice to MPI under Section 3.8 with respect to such Participating Professional; (ii) fails to comply with the quality management and/or credentialing/recredentialing program(s) specified in the administrative handbook(s), in the sole discretion of MPI;

(iii) ceases to be a member, partner, or contractor of IPA; (iv) fails to comply with any applicable state and/or federal laws related to the delivery of health care services; or (v) fails to comply with any other terms of this Agreement.

(d) IPA will provide at least ninety (90) days prior written notice to MPI in the event that any Participating Professional voluntarily disenrolls from the IPA and/or from the Network.

(e) Participating Professional may appeal the termination of such Participating Professional by submitting a written request for appeal to MPI within thirty (30) days of the date of the notice of termination in accordance with the then current MPI appeal procedure.

2.6 Appeal of Termination. IPA may appeal the termination of this Agreement by MPI by submitting a written request for appeal to MPI within thirty (30) days of the date of the notice of termination in accordance with the then current MPI appeal procedure.

2.7 Effect of Termination; Continuing Obligations

(a) Upon the termination of this Agreement by either party for any reason, all rights and obligations hereunder shall cease, except (i) those rights and obligations provided in Article VII and Article VIII; 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 IPA participates, or the termination of an individual Participating Professional's status as a Participating Professional under the terms of this Agreement, IPA and/or Participating Professional will:

(i) continue to provide health care services to Participants 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 Participants 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 Participant; or (4) until IPA or Participating Professional makes reasonable and medically appropriate arrangements to transfer the Participant to the care of another provider, making such transfer to a Network Provider whenever appropriate (except as specified in subsections (2) and (3) herein);

(ii) accept payment made pursuant to Article V, as payment in full, for Covered Services rendered in accordance with this Section; and

(iii) inform Participants seeking health care services that IPA and/or Participating Professional is no longer a Network Provider.

III. RIGHTS AND OBLIGATIONS OF IPA

3.1 Binding Authority. IPA represents that it has been granted the authority in writing to enter into this Agreement and to bind all Participating Professionals to the terms of this Agreement

3.2 Provision of Health Care Services. Participating Professional will render medical and health care services in a manner which assures availability, adequacy, and continuity of care to Participants. Participating Professional will remain solely responsible for the quality of health care services provided by Participating Professional to Participants, and will ensure such services are rendered in accordance with generally accepted medical practice and professionally recognized standards. Nothing contained herein will grant MPI or Client the right to govern the level of care of a patient. Utilization management decisions will only affect reimbursement of Participating Professional for services rendered and will not limit the performance of the services of Participating Professional or affect professional judgment.

3.3 Non-Discrimination. Participating Professional will not differentiate or discriminate against Participants in the provision of health care services, and will render such health care services to all Participants in the same manner, in accordance with the same standards, and with the same availability as offered to Participating Professional's other patients.

3.4 Access. Participating Professional will use reasonable efforts to accept all Participants for treatment in accordance with all terms and conditions of this Agreement. Participating Professional will ensure that medical and health care services are available to Participants 24 hours a day, 7 days a week. Participating Professional will provide at least ninety (90) days prior written notice to MPI whenever Participating Professional (i) closes or limits their respective practice; and (ii) re-opens or removes any limitation on a closed or limited practice.

3.5 Licenses, Certifications and Accreditations.

- (a) IPA: (i) possesses, and will maintain in good standing, all licenses, registrations, certifications, and accreditations required by law, if any, to perform its duties and obligations under this Agreement; and (ii) will comply with any applicable local, state and/or federal laws or regulations related to IPA's duties and obligations under this Agreement.
- (b) Participating Professional: (i) possesses, and will maintain in good standing, all licenses, registrations, certifications, and accreditations required by law to render health care services in the state in which Covered Services are rendered; and (ii) will comply with any applicable local, state and/or federal laws or regulations related to the delivery of health care services.

3.6 Medical and Billing Records.

- (a) Participating Professional will prepare and maintain, as appropriate, pertinent medical and billing information and records for each Participant ("Medical and Billing Records") in accordance with generally accepted medical, accounting, and bookkeeping practices and will maintain such Medical and Billing Records for at least seven years following the furnishing of health care services to Participants.
- (b) Subject to any applicable legal restrictions and upon request by MPI and/or Client, Participating Professional will promptly provide copies of the Medical and Billing Records to MPI and/or Client, for those purposes which MPI and/or Client deem reasonably necessary, including without limitation, quality assurance, medical audit, credentialing or recredentialing, payment adjudication and processing.
- (c) Participating Professional will comply with all state and federal laws and the requirements specified in the 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.

3.7 On-Site Review. Subject to any applicable legal restrictions, and upon at least ten (10) days prior written notice, Participating Professional will permit and arrange for MPI and/or Client to conduct an on-site review to validate compliance with the terms of this Agreement by Participating Professional. Such on-site reviews shall not unreasonably interfere with Participating Professional's business and will be conducted during normal business hours.

3.8 Notice of Actions. IPA will send written notice to MPI within ten (10) days of the following actions against IPA, Participating Professional, or any agent and/or employee thereof, even if such action is being appealed: (i) any active investigation by a governmental agency; (ii) any final legal action; (iii) any final action by a regulatory or accrediting entity; (iv) a reduction in, or cancellation of general and/or professional liability insurance; or (v) final action of insolvency. Any notice required pursuant to this Section will be provided in accordance with the notice requirements specified in Section 9.9 of this Agreement, except that the address and agent to receive notice shall be as follows: Credentialing Coordinator to the Medical Director, MultiPlan, Inc., 1100 Winter Street, Waltham MA 02451.

3.9 Network Participation and Requirements. MPI may, in its sole discretion, include IPA and Participating Professional as a Network Provider in any or all Network(s). IPA and each Participating Professional acknowledge that some Programs accessing the Network (i) may not offer a network option; or (ii) may cover Covered Services under the Participant's Program at an in-Network or out-of-Network benefit level. IPA and each Participating Professional will comply with any Network specific requirements contained in Exhibit B and/or the administrative handbook(s).

3.10 Utilization Management. IPA and each Participating Professional will participate in and observe the protocols of Client's utilization management program, to the extent such program is consistent with industry standards.

3.11 Administrative Handbook(s). IPA and each Participating Professional will comply with the terms of the administrative handbook(s), including, without limitation, the observing the protocols of the quality management and credentialing/recredentialing program(s). MPI may, in its sole discretion, modify the administrative handbook(s) from time to time and post such modifications to the MPI website. IPA and each Participating Professional will periodically review the administrative handbook(s) on the MPI website for updates.

3.12 Open Communication. Neither IPA nor any Participating Professional will be prohibited from, or penalized by Client and/or MPI for communicating with patients regarding the appropriate treatment alternatives available to the patient, regardless of benefit coverage limitations. In addition, neither Client nor MPI will penalize IPA or any Participating Professional if IPA or Participating Professional, in good faith, reports to state or federal authorities any act or practice by the Client and/or MPI that jeopardizes a patient's health or welfare.

3.13 Exchange of Provider Professional Data.

- (a) IPA will submit to MPI such information as MPI may reasonably request (i) to verify the credentials of each professional employee, member, partner, or contractor of IPA applying for participation in the Network

("Applicant"), and re-credential each Participating Professional; (ii) for the purpose of complaint resolution; (iii) for the purpose of utilization management; and (iv) for provider listings.

- (b) Subject to applicable state and federal laws governing the confidentiality of peer review proceedings, IPA and each Applicant and Participating Professional hereby consent to MPI permitting the inspection by Clients, or independent credentialing or accreditation entities, and their respective officers, directors, employees, medical directors, agents and representatives, of the contents of their respective application, credentialing file, the credentialing decisions of MPI with respect to such Applicant or Participating Professional, and all documents that may be material to an evaluation of the qualifications and competence of the Applicant or Participating Professional.
- (c) IPA will indemnify and hold MPI and its respective directors, officers, agents, employees and representatives, harmless from any and all liability, loss, damage, claim or expense of any kind, including costs and reasonable attorneys' fees, which result from any act or omission by IPA or any Participating Professional concerning its representations, duties, and obligations under this Section 3.13.

3.14 Maintenance of Practice Information.

- (a) IPA will provide to MPI each practice location and tax identification number utilized by each Participating Professional and will promptly inform MPI of (i) any change in the ownership of IPA; (ii) the addition of a member, partner, or contractor to IPA; (iii) the departure of any Participating Professional from the IPA; (iv) the refusal of any Participating Professional to continue to be a Participating Professional; and (v) any change in practice locations, telephone numbers, billing address or tax identification number of IPA and/or a Participating Professional. Failure to provide each practice location and tax identification number may result in a delay or error in the payment of claims for Covered Services rendered to Participants.
- (b) All sites at which Participating Professionals practice that are affiliated with IPA shall be considered in-Network sites under this Agreement. If a Participating Professional also practices independently of the IPA and has not contracted with MPI directly with respect to that independent site, services rendered by Participating Professional at that site shall be considered out-of-Network. Participating Professional shall use different tax identification numbers to distinguish between in-Network and out-of-Network sites.

3.15 Subcontracting. In the event that IPA delegates or subcontracts any of its rights, duties or obligations under this Agreement, IPA shall ensure that any such subcontracted arrangement will be subject to the terms of this Agreement, including but not limited to the credentialing requirements specified in this Agreement

IV. **RIGHTS AND OBLIGATIONS OF MPI**

- 4.1 Limitations. MPI's duties are limited to those specifically set forth herein. MPI does not determine benefits eligibility or availability for Participants and does not exercise any discretion or control as to Program assets, with respect to policy, payment, interpretation, practices, or procedures. MPI is not the administrator, insurer, underwriter, or guarantor of Programs, and MPI is not liable for the payment of services under Programs.
- 4.2 Licenses, Registrations, and Certifications. MPI will comply with all laws and regulations governing its performance under this Agreement, including, but not limited to, obtaining and maintaining in effect all applicable licenses, registrations, and certifications necessary for that purpose.
- 4.3 Client Agreements. MPI agrees that it has entered into agreements with Clients that specify that the right to access the Network, including access to the Contract Rates, shall be subject to the terms of this Agreement
- 4.4 Client Listing. MPI will post to the MPI website a list of the Clients that have purchased the Network ("Client Listing").
- 4.5 Identification. MPI will require Clients to furnish Participants with a means of identifying themselves to IPA as covered under a Program with access to the Network, such as (i) an MPI authorized name and/or logo on an identification card; (ii) an MPI phone number identifier; (iii) written notification by Client of MPI affiliation at time of benefits verification; (iv) an MPI authorized name and/or logo on the Explanation of Benefits; or (v) other means acceptable to MPI and IPA.
- 4.6 Direction. MPI will require Clients to provide a mechanism encouraging direction to Network Providers, including, but not limited to, the availability of Network Provider listings or financial incentives that provide Participants or Users with savings when health care services are obtained from Network Providers.
- 4.7 Use of Contract Rates. MPI will require Clients and its Users to use the Contract Rates agreed to in this Agreement solely for Covered Services rendered to Participants covered under a Program which utilizes the Network.

V. PAYMENT AND BILLING

5.1 Submission of Claims. Participating Professional will submit claims for payment within ninety (90) days of furnishing health care services at Participating Professional's Billed Charges for such health care services. Claims received after this time period may be denied for payment by Client or User, and Participating Professional shall not bill Client, User, MPI or Participant for such denied claims. Participating Professional will follow the claims submission procedures contained in the administrative handbook(s). A Clean Claim shall be deemed to have been received by the Client: (i) on the date that such Clean Claim is transmitted to the Client if transmitted by electronic means; or (ii) five (5) calendar days following the deposit of such Clean Claim in the U.S. Mail, first class postage prepaid and addressed to the Client at such address set forth on the Participant's identification card. Upon request, Participating Professional shall furnish to Client or MPI, all information reasonably required to verify the health care services provided by Participating Professional and the charges for such services.

5.2 Payment for Covered Services.

- (a) Except as set forth in Section 5.3 and 5.4(b) herein, for those Clients subject to state or federal law with regard to timely payment of claims, Client shall pay or arrange to pay Participating Professional the Contract Rate for Covered Services per the requirements of such state or federal law, and shall be subject to any interest and/or penalties under such law.
- (b) Except as set forth in Section 5.3 and 5.4(b) herein, for those Clients that are not subject to the state or federal law with regard to timely payment of claims, Client will pay or arrange for User to pay Participating Professional the Contract Rate for Covered Services within thirty (30) business days of receipt of a Clean Claim and in accordance with the terms of this Agreement. In the event that a Clean Claim is not paid within thirty (30) business days from the date of receipt of such Clean Claim, Participating Professional has the right not to honor the Contract Rate. A Clean Claim shall be deemed to have been paid by the Client: (i) on the date that payment is transmitted to the Participating Professional if transmitted by electronic means; or (ii) on the date payment is deposited by Client or User in the U.S. Mail, first class and postage prepaid, addressed to Participating Professional.
- (c) Any payments due by Client under this Agreement shall be reduced by any applicable Co-payments, Deductibles, and/or Co-insurance, if any, specified in the Participant's Benefit Program and/or any service for which the Participant's Benefit Program does not provide coverage. Payment by Client or User shall be subject to Exhibit D, the administrative handbook(s), and industry standard coding and bundling rules, if any.

5.3 Disputed Claims.

- (a) Pre Payment Disputed Claims. Client shall have the right, within thirty (30) business days of Client's receipt of a claim and prior to payment of said claim, to provide Participating Professional with written notification that a claim is not a Clean Claim containing all complete and accurate information required for adjudication or if Client has some other stated dispute with the claim. Client shall pay or arrange for User to pay Participating Professional at the Contract Rate(s) for Covered Services for all portions of the claim not in dispute. Participating Professional shall provide the complete and accurate information requested within thirty (30) business days of Client's request, and Client shall pay or arrange for User to pay for Covered Services within thirty (30) business days of receipt of the additional and/or corrected information.
- (b) Post Payment Disputed Claims. IPA or Participating Professional may challenge payment to Participating Professional within one hundred (180) days following Participating Professional's receipt of such payment from Client, otherwise such payment shall be deemed final.
- (c) Claims Dispute Resolution; Client. Any disputes that may arise under this Agreement related to the payment of a claim by Client or User shall be referred directly to the respective Client or User for resolution.

5.4 Billing of Participants.

- (a) Participating Professional will bill or collect from a Participant all Co-payments, if any, as specified in the Participant's Benefit Program for Covered Services. Following the receipt of an explanation of benefits form from Client, Participating Professional will bill or collect from a Participant: (i) the Deductible or Co-insurance, if any, as specified in the Participant's Benefit Program; (ii) payment for health care services or supplies at the Contract Rate once the Participant has reached the Benefit Program Maximum, if applicable, and/or (iii) payment for services, other than Covered Services, for which the Participant's Benefit Program does not provide coverage.
- (b) ValuePoint Program Participants and Discount Card Program Participants shall be responsible for payment of the Contract Rates directly to Participating Professional.

- (c) Except as specified in Sections 5.4(a) and (b), neither IPA nor any Participating Professional will bill or require any Participant to tender any payment with respect to Covered Services. Furthermore, neither IPA nor any Participating Professional will bill or collect from the Participant (i) the difference between the Contract Rate agreed to in this Agreement and the Participating Professional's Billed Charges, or (ii) for any amounts not paid to Participating Professional due to IPA and/or Participating Professional's failure to file a timely claim or appeal, or due to the application of claim coding and bundling rules.

- 5.5 Coordination of Benefits. Except as otherwise required by the Participant's Program, if Client is other than primary under the coordination of benefits rules, Participating Professional will accept from Client as payment in full for Covered Services, the amount of the Participant's out-of-pocket costs under the primary plan (i.e., Co-payment, Deductible, and/or Co-insurance, if any) to the extent applicable under the Participant's Program. IPA and/or Participating Professional will cooperate fully with MPI and/or Client in providing information related to proper coordination of benefits.

VI. LIABILITY INSURANCE

- 6.1 IPA Insurance. IPA will maintain: (i) professional liability insurance at minimum levels of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate; and (ii) comprehensive general liability insurance at minimum levels of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. If the form of insurance described above is "claims made," appropriate tail coverage shall be purchased to insure against claims made after the expiration of such insurance relating to acts or omissions occurring during the term of this Agreement.
- 6.2 Participating Professional Insurance. IPA will maintain, or ensure that each Participating Professional maintains: (i) professional liability insurance at minimum levels of \$1,000,000 per occurrence and \$3,000,000 in the aggregate for each individual Participating Professional; and (ii) comprehensive general liability insurance at minimum levels of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate to cover each individual Participating Professional. If the form of insurance described above is "claims made," appropriate tail coverage shall be purchased to insure against claims made after the expiration of such insurance relating to acts or omissions occurring during the term of this Agreement.

VII. CONFIDENTIAL INFORMATION; TRADEMARKS; ADVERTISING AND PUBLICITY

- 7.1 Confidential Information. All information and materials provided by MPI or Client to IPA or any Participating Professional will remain proprietary to MPI or Client respectively. Neither IPA nor any Participating Professional will disclose any of such information or materials or use them except as may be required to carry out its respective obligations under this Agreement.
- 7.2 Trademarks, Advertising and Publicity. Except as set forth herein, MPI, Clients, and IPA or Participating Professional will not use the other's name, symbols, trademarks, or service marks, presently existing or later established, in advertising or promotional materials or otherwise without their prior written consent and will cease any such usage immediately upon written notice or upon termination of this Agreement, whichever is sooner. MPI and/or Client may use the name of IPA or Participating Professional as MPI and/or Client may deem reasonably necessary in carrying out the terms of this Agreement, including but not limited to, (i) the distribution of an announcement by MPI and/or Client to the media that IPA or Participating Professional participates in the Network, and (ii) the creation and/or distribution of provider directories and other promotional materials.

VIII. RESOLUTION OF DISPUTES BETWEEN THE PARTIES

- 8.1 Dispute Resolution. In the event that IPA has a question or grievance regarding its rights or obligations under this Agreement or cannot resolve a dispute with a Client as specified in Section 5.3 herein, IPA shall either:
- (a) Call MPI's Service Operations Department, or
 - (b) Provide MPI with written notice specifying the nature of the dispute. Such notice to MPI shall be in writing and delivered by certified mail/return receipt requested, or by overnight delivery, to:

MultiPlan, Inc.
Service Operations Department
1100 Winter Street
Waltham, MA 02451

Within thirty (30) days of receipt of such notice, the parties will assign the appropriate level of management and staff members who will initiate discussions to seek resolution of the dispute, consistent with the terms of this Agreement. If

the parties are unable to reach resolution within the initial thirty (30) day 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. Neither party shall institute any legal action or proceeding until expiration of such agreed upon time periods.

IX. GENERAL PROVISIONS

- 9.1 Entire Agreement; Captions. This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement between IPA and MPI, and will supersede any prior oral or written agreements between the parties; The captions contained in this Agreement are for the convenience of the reader only, and will not be used in the interpretation of this Agreement.
- 9.2 Amendments. IPA, Participating Professional, and MPI will comply with any and all of the amendments contained in Exhibit A. Unless otherwise required by this Agreement, this Agreement may be modified or amended as follows:
- (a) upon at least thirty (30) days prior written notice from MPI to IPA. Such amendment by MPI shall be effective as of the effective date specified in the notice ("Amendment Effective Date") unless IPA gives written notice to MPI, within fifteen (15) days from the receipt of such notice, rejecting the proposed amendment. If IPA rejects the proposed amendment, this Agreement will terminate on the Amendment Effective Date.
 - (b) upon written agreement executed by both parties.
- 9.3 Governing Law; Severability; Venue; Waiver. This Agreement shall be construed and governed in accordance with Federal laws and regulations, as well as the laws of the state in which health care services are rendered hereunder. The finding by a court of competent jurisdiction that any provision herein is void shall not void any other valid provision of this Agreement. Venue of any dispute litigated between the parties shall be in Federal court in the state and county of residence of the defendant. Waiver of breach of any provision of this Agreement will not be deemed a waiver of any other breach of the same or a different provision.
- 9.4 Coordinating Provisions-State/Federal Laws and Accreditation Standards. This Agreement is subject to any requirements or prohibitions of relevant state and federal laws and regulations. Each party shall comply with all applicable state and federal statutes and regulations relating to this Agreement. In addition, IPA, Participating Professional, and MPI will comply with the following information contained in Exhibit C: (i) coordinating provisions-State/Federal laws; (ii) national accreditation standards, including without limitation, the National Committee for Quality Assurance ("NCQA") and URAC; and/or (iii) geographic exceptions approved by MPI.
- 9.5 Assignment. No assignment of this Agreement will be made by any party without the express written approval of the duly authorized representative of the other party; provided however, that:
- (a) MPI may assign any or all of its rights and obligations hereunder, without prior written approval of IPA, to one an entity that directly or indirectly controls, or is controlled by, or is under common control with MPI.
 - (b) This Agreement may be automatically assigned without prior written approval of IPA (and with no further action being required by either MPI or any of the individual Assignment Entities, as that term is defined herein) to one or more of the following individual entities: Central States, Southeast and Southwest Areas Health and Welfare Fund; and Connecticut General Life Insurance Company ("Assignment Entity/Entities"). Notwithstanding the issuance by MPI of one or more of such assignments to an Assignment Entity, MPI may retain its rights and obligations hereunder.
 - (i) In the event that MPI assigns this Agreement as specified in this Section 9.5(b), each of the Assignment Entities to which MPI issues an assignment will be deemed to hold independent, but identical contracts with IPA. As to each Assignment Entity to which MPI issues an assignment, IPA acknowledges and agrees that all references to the Network will be deemed references to that Assignment Entity's provider network.
 - (ii) Subsequent to any assignment of this Agreement to an Assignment Entity, IPA may terminate such Assignment Entity's Agreement with IPA by providing ninety (90) days prior written notice to the Assignment Entity.
- 9.6 Third Party Beneficiaries. Nothing contained in this Agreement will be construed to make MPI or IPA, and their respective directors, officers, employees, agents, and representatives liable to persons or entities not parties hereto in situations in which they would not otherwise be subject to liability, except Clients, Users and Participants.
- 9.7 Independent Contractors. Each party, including its officers, directors, employees and agents, acts as an independent contractor. Neither party has express or implied authority to assume or create any obligation on behalf of the other. Each party solely is responsible for its own actions or omissions, and those of its officers, directors, employees and agents, arising

in connection with obligations created under this Agreement, including the rendering of professional advice and/or treatment by a Participating Professional.

- 9.8 **Precedence of Exhibits.** In the event of any conflict between the terms and conditions specified in this Agreement, and the terms and conditions specified in the Exhibits to this Agreement, the following order of precedence will govern the applicable terms and conditions agreed upon by the parties: (i) Exhibit C (Coordinating Provisions-State/Federal Laws and Accreditation Standards); (ii) Exhibit A (Amendments); (iii) Exhibit B (Network Participation Requirements); and (iv) the base Agreement.
- 9.9 **Notices.** Unless otherwise specified in this Agreement, any notice required or permitted to be given pursuant to the terms and provisions of this Agreement will be in writing and must either be mailed (postage prepaid), facsimile, or e-mailed to the recipient at the address(es) listed below. Any notice under this Agreement shall be deemed to have been given when deposited in the mail, postage prepaid, if mailed or when receipt acknowledged, if faxed or e-mailed. The following address(es) or agent to receive notice may be changed by the provision of notice pursuant to this Section.

To MPI:

Attn: Office of the President & CEO
MultiPlan, Inc.
115 Fifth Avenue
New York, NY 10003-1004

To IPA:

Attn: Matt Tinsley
Southwest Medical IPA
3417 73rd Street, Suite T
Lubbock, TX 79423

With a copy to:

Attn: Network Development
MultiPlan, Inc.
5080 Spectrum Drive Suite 650 W
Addison, TX 75001

- 9.10 **Force Majeure.** Neither party will be liable for or be deemed to have breached any of its obligations under this Agreement (other than an obligation to pay money) if that party's failure to perform under the terms of this Agreement is due to any of the following: failure or delay in performance by the other party to this Agreement or anyone acting for or under such other party; any strikes, lockouts, acts of God or the elements, insurrection, riots, wars, natural disasters, fires, explosions, epidemics, quarantines, earthquakes, storms, floods, any shortages of energy, fuel, or any utility (e.g., electrical, natural gas, etc.) failure or disturbance however caused; any governmental action not the fault of the nonperforming party or similar condition or circumstance that is not caused by the nonperforming party.
- 9.11 **Limitation of Damages.** Neither party shall be liable for consequential, exemplary, or punitive damages. 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 it shall voluntarily serve as a class representative or member in litigation or arbitration adverse to the other.

EXHIBIT A
AMENDMENTS TO THE MPI PARTICIPATING PROFESSIONAL INDEPENDENT PRACTICE
ASSOCIATION ("IPA") AGREEMENT

The terms and conditions specified in the MPI Participating Professional Independent Practice Association ("IPA") Agreement are further subject to the amendments set forth herein:

There are no Amendments to the MPI Participating Professional Independent Practice Association ("IPA") Agreement.

EXHIBIT B
NETWORK PARTICIPATION REQUIREMENTS

I. NETWORK ACCESS. The terms of this Agreement shall include Network Access for the Primary Network.

II. PRIMARY NETWORK PARTICIPATION REQUIREMENTS. Primary Network access, including access to the Primary Network Contract Rates, is available only to Clients that have contracted with MPI to utilize the network as the Primary Network in conjunction with Benefit Programs. Such Benefit Programs must issue to their Participants identification bearing an MPI Primary Network authorized name and/or logo, and must include the following financial incentives to encourage utilization of PPO Primary Network Providers:

- Payment of Covered Services at the in-network level and at Primary Network Contract Rates; and
- A minimum ten percent (10%) differential between (i) in-network and out-of-network benefits; or (ii) the equivalent, i.e., a minimum ten percent (10%) differential between the out of pocket amounts payable by a Participant for Covered Services provided by a Primary Network Provider versus a non-Primary Network Provider.

EXHIBIT C
COORDINATING PROVISIONS-STATE/FEDERAL LAW, ACCREDITATION STANDARDS AND
GEOGRAPHIC EXCEPTIONS
TEXAS

I. INTRODUCTION:

Scope: To the extent of any conflict between the Agreement 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 MultiPlan, Inc. ("MPI"), Network Provider and/or Client are subject to such federal or state law.

II. DEFINITIONS:

1. Depending upon the specific form of the Agreement, the following terms may be utilized in the Agreement and are intended to be defined as provided for in the Agreement:
 - (i) Billed Charges may be referred to as Regular Billing Rates;
 - (ii) Client may be referred to as Payor;
 - (iii) Contract Rates may be referred to as Preferred Payment Rates;
 - (iv) Covered Services may be referred to as Covered Care;
 - (v) Network Provider may be referred to as Preferred Provider;
 - (vi) Participant may be referred to as Covered Individual; and
 - (vii) Program or Benefit Program may be referred to as Contract.
2. For purposes of this Exhibit, the term Network Provider is inclusive of Participating Provider and all Network Providers.

III. FEDERAL LAW COORDINATING PROVISIONS:

Federal Employees Health Benefits ("FEHB"). As applicable, this Agreement is subject to the terms of the laws governing FEHB.

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.

IV. STATE LAW COORDINATING PROVISIONS: TEXAS

For any Agreement involving the delivery of health care services in the State of Texas, the provisions noted below shall apply. Where the term Client is used Client shall mean only those Clients that are subject to the specific law(s) cited below:

1. As required by 28 TAC §3.3703 (11), Client shall comply with all applicable statutes and rules regarding the prompt payment of Clean Claims, including the applicable provisions of 1301.101 et seq. of the Texas Insurance Code and §§21.2801-21.2826 of the Texas Administrative Code.
2. As required by 28 TAC §3.3703 (12), Network Provider shall comply with the continuity of care provisions in accordance with §§1301.152 to .154 of the Texas Insurance Code.
3. As required by 28 TAC §3.3703 (18), in the event Network Provider voluntarily terminates this Agreement, Network Provider shall provide reasonable notice to Participants and Client shall provide assistance to Network Provider in accordance with §1301.160 of the Texas Insurance Code.
4. As required by 28 TAC §3.3703 (19), in the event Network Provider is terminated, MPI shall provide written notice to Network Provider. If Network Provider is a physician or practitioner, the notice shall include the right of such physician or practitioner to request a review in accordance with §3.3706(c) of the Texas Administrative Code.

5. As required by §1301.136 of the Texas Insurance Code and 28 TAC §3.3703 (20), MPI shall, within thirty (30) days of receipt of a request, provide the applicable Contract Rates to Network Provider. Client shall, within thirty (30) days of receipt of a request, provide the additional information required by 28 TAC §3.3703 (20) to Network Provider. Network Provider may terminate this Agreement upon written notice to MPI within thirty (30) days of receipt of the information requested in this section. Network Provider may only disclose the information requested and received pursuant to this section in accordance with 28 TAC §3.3703(a)(20)(G).
6. As required by §1301.136 of the Texas Insurance Code, Client or MPI, as applicable, shall provide notice of changes to the coding guidelines and fee schedules that will result in a change of payment to the Network Provider not later than the 90th day before the date the changes take effect and will not make retroactive revisions to the coding guidelines and fee schedules.
7. As required by 28 TAC §3.3703 (15), in the event MPI participates in quality assessments as defined by §1301.059 of the Texas Insurance Code, MPI shall conduct such activities through the use of a panel consisting of at least three (3) physicians who are Network Providers.
8. As required §1301.062 of the Texas Insurance Code, in the event Network Provider is a Doctor of Podiatry, such Doctor of Podiatry may, practicing within the scope of the law regulating podiatry, furnish x-rays and nonprefabricated orthotics covered by Participant's Benefit Program.
9. As required by 28 TAC §21.2803, Network Provider may request a Participant's eligibility by contacting the Client.
10. As required by 28 TAC §21.2806, Network Provider shall submit claims for payment within ninety-five (95) days of furnishing health care services.
11. As required by 28 TAC §21.2818, within one hundred and eighty (180) days of Network Provider's receipt of original payment, Client may recover an overpayment made to Network Provider if (i) Client provides written notice to Network Provider, including the basis and specific reasons for such request and (ii) Network Provider does not appeal a request for a refund or make arrangements for the repayment to Client within forty-five (45) days of receipt of the notice requesting the refund of the overpayment. Client shall allow Network Provider the opportunity to appeal such request for the recovery of an overpayment.
12. As required by the TX Health and Safety Code §76.001 et seq., regarding Discount Card participation, including *ValuePoint* Program participation, Network Provider will not charge *ValuePoint* Program Participants and Discount Card Participants more than the Contract Rates for Covered Services rendered. Network Provider shall promptly notify MultiPlan if Network Provider loses the authority to provide services to discount card Participants, including by suspension or revocation of the Network Provider's license.

V. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

VI. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS: TEXAS

1. Professional Liability Insurance. As allowed by MPI, if Network Provider is an individual practitioner or group provider, such Network Provider will maintain through a policy of insurance or a selffunded arrangement, coverage for professional liability insurance at minimum levels of \$100,000 per occurrence and \$300,000 in the aggregate.
2. Professional Liability Insurance. As allowed by MPI, if Network Provider is an urgent care center, such Network Provider will maintain through a policy of insurance or a selffunded arrangement, coverage for professional liability at minimum levels of \$200,000 per occurrence and \$600,000 in the aggregate.
3. Professional Liability and Comprehensive General Liability Insurance. As allowed by Tex. Civ. Prac. & Rem. Code Ann. §101.001 et seq., if Network Provider is governmental unit, as defined by Tex. Civ. Prac. & Rem. Code Ann. §101.001, such Network Provider will maintain professional liability insurance and comprehensive general liability insurance in accordance with Tex. Civ. Prac. & Rem. Code Ann. §101.023. Pursuant to Tex. Civ. Prac. & Rem. Code Ann. §101.027, MPI and Network Provider acknowledge and agree that if Network Provider

is a unit of state government, as defined by Tex. Civ. Prac. & Rem. Code Ann. §101.001, such Network Provider may only maintain professional liability and comprehensive general liability insurance if authorized or required to do so by law. In the event such Network Provider, who is also a unit of state government, is authorized or required by law to maintain professional liability and comprehensive general liability insurance, such Network Provider will maintain professional liability insurance and comprehensive general liability insurance in accordance with Tex. Civ. Prac. & Rem. Code Ann. §101.023.

EXHIBIT D CONTRACT RATES

I. CONTRACT RATE DEFINITIONS

- 1.1 Average Sales Price ("ASP") shall mean the published reimbursement for a unit of medication from The Centers for Medicare and Medicaid Services ("CMS").
- 1.2 Average Wholesale Price ("AWP") shall mean the published average cost/price to purchase a unit of medication from certain drug/product wholesalers or distributors as determined by industry standard drug reimbursement, coding and pricing guidelines.
- 1.3 Data Source(s) shall mean an outside data source utilized by MPI in order to calculate the actual Contract Rate, including but not limited to, CMS, Ingenix, FAIR Health, American Society of Anesthesiologists (ASA), and RJHealth. MPI, in its sole discretion, may modify the Data Source(s) used by MPI.
- 1.4 MPI Code Categories shall mean the codes used by MPI to define each of the categories specified in Article III of this Exhibit for purposes of the Contract Rate, which MPI may modify in its sole discretion. Upon request for Group, MPI will provide to Group the specific codes that are included in each of the MPI Code Categories.

II. BILLING AND PAYMENT

- 2.1 Data Source Reference Year. Unless otherwise specified herein, the Data Source(s) utilized to calculate the Contract Rates specified herein shall be based on the Data Source(s) in effect as of June 2011 ("Data Source Effective Date").
- 2.2 Code Updates. Subject to Section 2.1 herein, on an annual basis and without prior notice, MPI will add any newly assigned CPT or HCPCS codes, change any existing CPT or HCPCS codes, and/or delete any obsolete CPT or HCPCS codes in accordance with industry standards;
- 2.3 Contract Rate Data Updates. Subject to Section 2.1 herein, annually on the Renewal Date of this Agreement and without prior notice, MPI will update:
 - (i) the Relative Value Units specified in the CMS Resource Based Relative Value Scale fee schedule to reflect the current Relative Value Units published by CMS;
 - (ii) the values specified in the Clinical Laboratory, Durable Medical Equipment, Prosthetics/Orthotics & Supplies ("DMEPOS"), Parenteral and Ambulance fee schedules published by CMS;
 - (iii) the geographically specific fees specified in the Medical Data Resources ("MDR") database;
 - (iv) the published Average Sales Price;
 - (v) the published Average Wholesale Price; and
 - (vi) the published ASA base values
- 2.4 RBRVS Codes not Reimbursed by CMS. The Contract Rates specified herein for HCPCS Level I and II RBRVS Codes may utilize the Relative Value Unit assigned by CMS to calculate the Contract Rate, even though CMS may not reimburse for such HCPCS Level I and II RBRVS Codes.
- 2.5 Place of Service. The Contract Rates specified herein for HCPCS Level I and II RBRVS Codes may utilize the facility and non-facility Relative Value Units as published by CMS. Additional terms regarding Place of Service can be found in the administrative handbook(s).
- 2.6 Anesthesia Time Units. For purposes of HCPCS Level I Anesthesia Codes, Group will submit actual time in minutes. Clients/Users will compute anesthesia time units by dividing reported minutes by fifteen (15) minute intervals. Partial reported time units will be rounded up to the nearest whole unit (e.g., 31 billed minutes = 45 minutes or 3 time units).

III. CONTRACT RATES – Southwest Medical IPA MPI FEE SCHEDULE. The Contract Rates specified herein are based on the Southwest Medical IPA MPI fee schedule, as determined by MPI, for the geographic area of the primary service address of the Group for the following MPI Code Categories.

- 3.1 Contract Rates for MPI HCPCS Level I Anesthesia Codes. The Contract Rate for HCPCS Level I Anesthesia Codes shall be equal to the lesser of (i) the sum of (1) the base values for surgical anesthesia CPT codes, as listed in the ASA Crosswalk - A Guide for Surgery/Anesthesia CPT Codes, (2) time units, and (3) P modifier units, if applicable, multiplied by the Anesthesiology Conversion Factor specified herein, or (ii) the Group's Billed Charges, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's Benefit Program.

Anesthesiology Conversion Factor: \$ 67.50

- 3.2 Contract Rates for MPI HCPCS Level I and II RBRVS Codes. The Contract Rate for HCPCS Level I and II RBRVS Codes shall be equal to the lesser of (i) the percentage of the CMS RBRVS fee schedule specified herein for the applicable codes, or (ii) the Group's Billed Charges, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's Benefit Program.
- (a) HCPCS Level I Surgery Codes shall be equal to **one hundred eighty five (185%) percent** of the CMS RBRVS fee schedule.
 - (b) HCPCS Level I Radiology Codes shall be equal to **one hundred eighty five (185%) percent** of the CMS RBRVS fee schedule.
 - (c) HCPCS Level I Pathology Codes shall be equal to **one hundred eighty five (185%) percent** of the CMS RBRVS fee schedule.
 - (d) HCPCS Level I Medicine Codes shall be equal to **one hundred eighty five (185%) percent** of the CMS RBRVS fee schedule.
 - (e) HCPCS Level I Evaluation and Management (E&M) Codes shall be equal to **one hundred thirty five (135%) percent** of the CMS RBRVS fee schedule.
 - (f) HCPCS Level II Codes shall be equal to **one hundred eighty five (185%) percent** of the CMS RBRVS fee schedule.
- 3.3 Contract Rates for MPI HCPCS Level I and II Clinical Laboratory Codes. The Contract Rate for HCPCS Level I and II Clinical Laboratory Codes shall be equal to the lesser of (i) **one hundred eighty five (185%) percent** of the CMS Clinical Laboratory fee schedule for the applicable codes, or (ii) the Group's Billed Charges, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's Benefit Program.
- 3.4 Contract Rates for MPI HCPCS Level I Vaccine Codes. The Contract Rate for HCPCS Level I Vaccine Codes shall be equal to **eighty (80%) percent** of the Group's Billed Charges, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's Benefit Program.
- 3.5 Contract Rates for MPI HCPCS Level I Non-Vaccine Codes. The Contract Rate for HCPCS Level I Non-Vaccine Codes shall be equal to **eighty (80%) percent** of the Group's Billed Charges, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's Benefit Program.
- 3.6 Contract Rates for MPI HCPCS Level II DMEPOS Codes. The Contract Rate for HCPCS Level II DMEPOS Codes shall be equal to **eighty (80%) percent** of the Group's Billed Charges, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's Benefit Program.

- 3.7 Contract Rates for MPI HCPCS Level II Parenteral Codes. The Contract Rate for HCPCS Level II Parenteral Codes shall be equal to **eighty (80%) percent** of the Group's Billed Charges, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's Benefit Program.
- 3.8 Contract Rates for MPI HCPCS Level II Ambulance Codes. The Contract Rate for HCPCS Level II Ambulance Codes shall be equal to **eighty (80%) percent** of the Group's Billed Charges, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's Benefit Program.
- 3.9 Contract Rates for MPI HCPCS Level I and II ASP Drug Codes. The Contract Rate for HCPCS Level I and II ASP Drug Codes shall be equal to **eighty (80%) percent** of the Group's Billed Charges, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's Benefit Program.
- 3.10 Contract Rates for MPI HCPCS Level I and II AWP Drug Codes. The Contract Rate for HCPCS Level I and II AWP Drug Codes shall be equal to **eighty (80%) percent** of the Group's Billed Charges, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's Benefit Program.
- 3.11 Contract Rates for MPI HCPCS Level II Non-Drug Codes. The Contract Rate for HCPCS Level II Non-Drug Codes shall be equal to **eighty (80%) percent** of the Group's Billed Charges, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's Benefit Program.
- 3.12 Contract Rates for All Other MPI HCPCS Codes Not Otherwise Specified. The Contract Rate for HCPCS Codes that are not otherwise specified in this Article III of this Exhibit D shall be equal to **eighty (80%) percent** of the Group's Billed Charges, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's Benefit Program.

IV. CONTRACT RATES FOR WORKERS' COMPENSATION AND AUTO MEDICAL PROGRAM

- 4.1 Contract Rates for Workers' Compensation Programs. Unless otherwise required by law, the Contract Rate for workers' compensation Programs shall be equal to the lesser of (i) **eighty-five (85%) percent** of the fee under the state workers' compensation fee schedule, or (ii) the Contract Rate(s) set forth in Article III of this Exhibit D, less any Co-payments, Deductibles, and Co-insurance, if any, as specified in the Participant's workers' compensation Program
- 4.2 Contract Rates for Auto Medical Programs. Unless otherwise required by law, the Contract Rate for auto medical Programs shall be equal to the lesser of (i) **ninety (90%) percent** of the fee under the state auto medical fee schedule, or (ii) the Contract Rate(s) set forth in Article III of this Exhibit D; less any Co-payment, Deductible, and/or Co-insurance, if any, specified in the Participant's auto medical Program.