

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

339



**FROM:** Human Resources Department

**SUBMITTAL DATE:**  
December 10, 2007

**SUBJECT:** Approval of MultiPlan, Inc. as the national provider network for the County's Exclusive Provider Organization (Exclusive Care) health plans.

**RECOMMENDED MOTION:** That the Board of Supervisors 1) approve the attached Service Agreement with MultiPlan, Inc., to provide a national network of providers to complement Exclusive Care's existing provider network ; 2) authorize the Chairperson to sign four (4) copies of the attached Agreement and retain one (1) copy of the signed Agreement; 3) retain one (1) copy of the signed Agreement and return three (3) copies to Human Resources for distribution; and, 4) direct the Clerk of the Board to maintain the provisions of Exhibit 1 as a confidential document, not subject to disclosure, for a period of three (3) years from the date of approval by this Board, or as provided by applicable law.



Ronald W. Komers  
Asst. County Executive Officer/Human Resources Dir.

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ n/a	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ n/a	Budget Adjustment:	No
Annual Net County Cost:	\$ n/a	For Fiscal Year:	2007/08

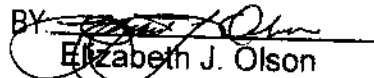
**SOURCE OF FUNDS:** Payments under this agreement will be made from EPO Member Premiums.

Positions To Be Deleted Per A-30:	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

County Executive Office Signature

BY:   
Elizabeth J. Olson

FORM APPROVED COUNTY COUNSEL  
BY: LUCY FURUTA 12/13/07  
DATE

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.: 7/17/2007 3.36

District:

Agenda Number:

**3-73**

## **BACKGROUND**

On July 17, 2007, Item 3.36, the Board approved the establishment of the Exclusive Care Select Retiree Health Plan (Exclusive Care Select) to be available for Medicare eligible and non-Medicare eligible retirees of Riverside County and other public entities in California.

The Human Resources Department utilized the services of two Benefit Consulting firms, Aon Consultants and Garner Consulting to identify and solicit competitive proposals from vendors for the selection of a Provider network vendor. As a result, Human Resources received four responses and interviewed three vendors, with MultiPlan, Inc. as the most responsive/responsible bidder. Multiplan, Inc. offers an extensive network of over 720,000 providers nationwide, a competitive rate structure, and an ability to meet the requirements of the Exclusive Care Select benefit plan design.

In addition to providing a national Provider network for coverage under the Exclusive Care Select Plan, the MultiPlan, Inc. agreement will provide a national network of contracted providers that Exclusive Care will utilize to help reduce the cost of emergency care of active members traveling outside Riverside County and the costs of Exclusive Care's existing indemnity plan which covers dependents living outside the service area.

The agreement with MultiPlan, Inc. also offers a network of Centers of Excellence for organ transplants, which will supplement Exclusive Care's existing organ transplant coverage, currently with AIG. This network will provide favorable contract arrangements that the plan can use for new patients that are subject to preexisting conditions provisions of the AIG transplant insurance policy.

There is no cost to the County general fund as member premiums pay for the members' healthcare benefits; and Multiplan is paid from premiums based on a percentage of discount received as explained in Exhibit 1 of the attached Service Agreement.

**MULTIPLAN, INC.**  
**CLIENT SERVICES AGREEMENT**

**THIS AGREEMENT**, effective January 1, 2008 (the "Effective Date"), is entered into by and between **MultiPlan, Inc.** on behalf of itself and its subsidiaries, with principal offices located at 115 Fifth Avenue, New York, New York 10003-1004 ("MPI"), and the County of Riverside, a political subdivision of the State of California, through its self-funded health plan, Exclusive Care, with principal offices located at 4080 Lemon Street, Riverside, California 95202-1569 ("Client").

**WHEREAS**, MPI has created and maintains networks of health care providers ("Network Providers"), by entering into agreements with acute care and ancillary health care providers ("Network Facilities"), and physicians and other health care professionals ("Network Practitioners"), to provide health care services to individuals covered by health services programs, insured or administered by clients who have purchased network services from MPI ("MPI Clients"), in exchange for reimbursement at agreed upon rates; and

**WHEREAS**, Client either provides a benefit program for its participants, or provides certain administrative services to its plan sponsors, customers or users, who provide benefit plans or other programs to their participants; and

**WHEREAS**, on behalf of Client's participants or users, Client seeks to purchase the network(s) as defined below and/or other managed care related services from MPI.

**THEREFORE**, in consideration of the foregoing and of the mutual covenants herein, intending to be legally bound hereby, the parties agree as follows:

**A. DEFINITIONS.**

1. Billed Charge. The fee for a specified health care service routinely charged by a healthcare provider regardless of payment source.
2. Balance Billing. The practice of some Network Providers of billing Clients or Participants for the difference between the aggregate amount paid on a healthcare claim by primary and secondary payors and Billed Charges.
3. Clean Claim. Unless otherwise required by law, Clean Claim means a completed UB92 or CMA (HCFA) 1500 or successor form, as appropriate, or other standard billing format, containing all information reasonably required by the Client for adjudication, e.g. Network Provider's name, tax identification number, date of service, procedure code with Billed Charges, the Client's name and policy number, and the Participant's name, address, identification number and relationship to the Client.
4. Co-insurance. An amount equal to a fixed percentage that the Participant is responsible for paying in accordance with the terms of the Participant's Program.
5. Contract Rates. The rates of reimbursement to Network Providers for Covered Services, as set forth in the Network Provider Agreements.
6. Coordination of Benefits. The determination of which of two or more Programs will pay health benefits for a Participant as primary payor and which will pay as secondary payor, and/or as tertiary payor.
7. Co-payment. An expressed dollar amount for a given Covered Service, which is required to be paid by the Participant under the terms of the Participant's Program.
8. Covered Employee. An individual cardholder or head of household eligible for coverage under a Program by virtue of employment by the Program sponsor. In the event the Client is a union, all references to "Employee" in this Agreement and its attachments shall be construed to refer to the union member.
9. Covered Service. The health care treatments and supplies rendered by a Network Provider to a Participant for which a Client or User is responsible for payment pursuant to the terms of a Program.

10. Credentialing. The process of verifying and evaluating qualifying information given to MPI by a provider, including, but not limited to, the provider's license, education, malpractice claim information, training, insurance, areas of practice and sanctions.
11. Deductible. The amount a Participant is required to pay in accordance with the Participant's Program before a claim for benefits by the Participant is eligible for reimbursement by the Client or User.
12. Fees. The rates payable by Client to MPI for access to the Networks or other Services, at the rates set forth in Exhibit 1 of this Agreement.
13. Market. A geographic region defined by MPI for pricing and network access purposes.
14. Network(s). An arrangement of Network Providers, created and/or maintained by MultiPlan, Inc. or any of its subsidiaries, who have agreed to certain Contract Rates for Covered Services provided to Participants.
15. Network Provider Agreement. An agreement entered into with a Network Provider for participation in the Network(s).
16. Network Services. Any one or more of the following Services: (a) Primary PPO Network Services, as more fully described in Exhibit 2, (b) The MultiPlan Network Complementary Services, as more fully described in Exhibit 3, and (c) the MultiPlan Centers of Excellence Transplant Network Program Services, as more fully described on Exhibit 7.
17. Participants. Individuals who are eligible for coverage under a Client's Program and to receive Services under this Agreement.
18. Programs. Any contract, insurance policy, health benefit plan or other health plan or program which is underwritten, administered, or managed by Client which includes a financial incentive to encourage Participants to choose treatment from Network Providers for health care services under which Participants are eligible for benefits,
19. Savings. For purposes of the Network Services, Savings shall mean the difference between the applicable Contract Rate and the Network Provider's Billed Charges (excluding surcharges and the cost of personal convenience items). For purposes of the Fee Negotiation Program Services, if purchased by Client, Savings shall mean the difference between the applicable negotiated fee and the non-Network Provider's charges.
20. Services. The services purchased by Client pursuant to this Agreement and more fully described in the exhibits attached to this Agreement.
21. User. Any corporation, partnership, labor union, association, program, employer or any other entity responsible for the payment of Covered Services. Client may also be a User.

## **B. LIMITATIONS.**

1. Nothing in this Agreement shall be construed to interfere with a Participant's freedom of choice to receive medical services from Network or non-Network Providers.
2. MPI's duties are limited to those specifically set forth herein. MPI does not determine eligibility or benefit availability for Participants under Client's Program. MPI does not exercise any control with respect to Client's Program policies, practices, procedures, or assets including payment of claims. MPI has no responsibility for the sale or marketing of Client's Program(s), and MPI has no responsibility for communicating with Participants or prospective Participants about Client's Program coverage, including benefits and/or eligibility criteria or determinations. MPI and Client are independent entities. Except as otherwise provided herein, nothing in this Agreement will be construed as, or be deemed to create, a relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement.
3. Network Providers solely are responsible for the professional advice and treatment rendered to Participants, and MPI disclaims any liability with respect to such matters.

4. MPI is not responsible for the payment of claims and is not a guarantor of claims on behalf of Participants and shall have no obligation to indemnify Client or its officers, directors, employees, and agents against losses, claims, damages, or expenses incurred by such in connection with those responsibilities.

**C. MUTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES.**

1. Records and Audit. Each party shall maintain complete and accurate records in connection with this Agreement and, subject to confidentiality provisions contained herein, each party shall have the right, twice in each calendar year upon fifteen (15) business days' written notice, during normal business hours and at no charge, to perform an audit of such records of the other party for a the period of time not to exceed twelve (12) months prior to the date of any such audit. The auditing party shall provide the other with a copy of its audit report. The rights set forth in this provision shall survive the termination of this Agreement for one (1) year.
2. Confidentiality. The parties agree to hold all information provided by one party to the other exchanged in contemplation of, or in connection with duties under this Agreement, confidential and shall not disclose such information to any third party except as required to implement this Agreement, as required by law or regulation, or with the prior written permission of the other party. MPI understands and agrees that this Agreement is a public document and that Client is bound by the California Brown Act, the Public Records Act, and other applicable law for disclosures. MPI deems (a) the information regarding MPI's creditors and stockholders required to be supplied to Client under Section J.H. of this Agreement as confidential; and (b) the information set forth on Exhibit 1 as proprietary and Client agrees to keep said confidential and proprietary information confidential to the extent permitted by law. The parties agree that money damages may not be a sufficient remedy for a breach of this provision, and that in addition to all other available legal or equitable remedies, including, but not limited to special and consequential damages, the aggrieved party shall be entitled, but not limited, to injunctive relief and specific performance. MPI may disclose confidential information to a reinsurance carrier that has an existing relationship with Client upon written notice by Client.

3. Indemnification.

MPI shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (the "Client's Indemnified Parties") from any breach of this Agreement; provided, however, MPI shall not be liable to the Client's Indemnified Parties for any amount exceeding 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 in the alternative any sum in excess of \$1,000,000 or whichever is less. In addition, MPI shall be liable to Client under this section respectively only to the extent that the amount of any loss arising out of a particular fact or circumstance exceeds \$100,000.00.

Client shall indemnify and hold harmless the MPI, its officers, directors, agents, representatives and employees (the "MPI's Indemnified Parties") from any breach of this Agreement; provided, however, Client shall not be liable to the MPI's Indemnified Parties for any amount exceeding the aggregate of all Fees paid by Client to MPI during the twelve (12) month period immediately preceding notice to Client of any alleged obligation of indemnification, or in the alternative any sum in excess of \$1,000,000 or whichever is less. In addition, Client shall be liable to MPI under this section respectively only to the extent that the amount of any loss arising out of a particular fact or circumstance exceeds \$100,000.00.

With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.

4. Insurance. Both parties to this agreement shall each procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

• Workers' Compensation:

If the party has employees as defined by the State of California, the party shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of each party's performance of its obligations hereunder. Each policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then the party using vehicles shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

General Insurance Provisions - All lines:

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by Client's Risk Manager.

If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the parties reserve the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the Client Risk Manager's reasonable judgment, the amount or type of insurance carried by the parties has become inadequate.

All insurance requirements contained in this section may be met with a program or programs of self-insurance.

Each party agrees to notify the other party of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

5. Use of Materials, Marks and Marketing Names. MPI grants Client a royalty-free, non-exclusive, non-transferable, revocable license (without the right to sublicense) to reproduce and display the MPI's name and service or trade marks solely in connection with advertising and promotional materials prepared by Client in connection with the Services it receives under this Agreement. Client acknowledges and agrees that MPI may use the following marketing name when referring to Client in any of its marketing materials and use with Network Providers: Exclusive Care.

**D. RIGHTS AND OBLIGATIONS OF CLIENT.**

1. Payment of Fees. Client shall pay MPI for the Services purchased hereunder in accordance with the terms and conditions set forth on Exhibit 1 of this Agreement.
2. Revenue Commitment.
  - a. In addition to other consideration set forth herein, it is understood that the Fees agreed to herein are based on the parties' expectation that Client will purchase and pay MPI a minimum of \$100,000 in Fees for Services as described herein ("Revenue Commitment") for the period beginning on the Go Live Date and ending 365 days

thereafter and for each successive one year terms thereafter during the term of the Agreement (the "Revenue Commitment Period").

- b. If Client is not generating sufficient fees to meet the Revenue Commitment set forth above in any Revenue Commitment Period, MPI shall have the right to: (1) terminate this Agreement for cause upon one hundred-twenty (120) days' written notice prior to conclusion of any such Revenue Commitment Period; or (2) request a mutually agreeable adjustment to applicable fees. Upon such request to adjust fees, both parties agree to negotiate timely and in good faith to resolve the issue.
3. Client's Programs.
- a. Coverage and Eligibility Determinations and Authorizations for Treatment. Client is responsible for and shall verify a Participant's eligibility within one business day of a Network Provider's request for verification. Client shall be bound by the authorization or certification of Covered Services for a Participant provided to Network Providers by Client, and Client shall not rescind or modify such authorization or certification pursuant to a retrospective review by Client, provided however, Client may rescind or modify such authorization or certification upon any the following:
    - (1) the information on which such authorization or certification was based was inconsistent with the claim information;
    - (2) at the time of authorization/certification, the Client did not know, and with the exercise of reasonable care could not have known, that (i) the service was not a Covered Service, (ii) the individual was not eligible under the Client's Program, or (iii) a pre-existing condition existed; or
    - (3) critical information requested by the Client and/or MPI regarding the Covered Service to be delivered to the Participant was omitted such that the Client's and/or MPI's determination would have been different had it known the critical information.
  - b. Marketing and Educational Materials and Responsibilities. Client may develop its own sales and educational materials, employee communication materials, and explanatory materials regarding the Services ("Materials"). Prior to distribution, Client shall submit any Materials referring to MPI or the Services provided under this Agreement to MPI for review. Client shall make any modifications to the reviewed Materials as may be reasonably requested by MPI prior to any distribution of those Materials. Client's sales and marketing activities shall not intentionally or unintentionally mislead Participants and prospective Participants. Client bears all responsibility for the sale and marketing of its Program(s), and for education of its Participants as to the Participants' rights regarding their care and treatment, as defined by Client's Program and use of the Services.
4. Solvency. Client represents and warrants that it is solvent and capable of paying, when due, all claims obligations for which it will become liable during the term of this Agreement. To the extent that Client administers Programs on behalf of Users, Client represents and warrants that Users are solvent and capable of paying, when due, all claims obligations for which it will become liable during the term of this Agreement.
5. Responsibilities in Connection with Network Services. In the event Client purchases Network Services:
- a. Compliance with Network Provider Agreement. Client shall abide by applicable requirements of the Network Provider Agreements including the requirement that Client shall 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 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 a Client fails to pay a Clean Claim within the thirty (30) business day period. To the extent such laws apply, Client 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 Primary PPO Network are third party beneficiaries to this Agreement. Should Client seek to have access to the Network Provider Agreement with the Baylor Healthcare System 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 Exhibit 6.

- b. Prohibition on Reselling and Private Labeling. Client shall not resell and/or private label Network Services to a third party administrator or to a payor of healthcare services with which Client does not have an active contract regarding arranging for Network access hereunder such that said payor qualifies as a User hereunder. In addition, Client shall prohibit any of its Users from reselling and/or private labeling the Network Services.
  - c. Solicitation of Network Providers. Client shall have the right to create a direct relationship with any Network Provider for the purpose of providing health care services to Participants during the term of this Agreement. However, Client shall not use the Network, any Network Fee, or Network Provider Agreement, including any Contract Rate information, as a means or way to build or otherwise develop Client's network in any such Markets. Should Client determine that there is a need to develop an agreement with a Network Provider, Client agrees to notify MPI ninety (90) days prior to such negotiations. Client acknowledges that any breach of its obligations under this Section would cause irrevocable harm to MPI and that MPI shall be entitled to injunctive relief to enforce the provisions of this Section D.5.c. Any direct agreement with any Network Provider shall take precedence over any Network Provider Agreement with that Network Provider.
  - d. Coordination of Benefits. Except as otherwise required by law or the Network Provider Agreement, if Client is other than primary under the coordination of benefits rules, Client shall pay Network Providers, as payment in full for Covered Services, the amount of the Participant's out-of-pocket costs (i.e. Copayment, Deductible, and/or Co-insurance, if any) to the extent applicable under the Participant's Program. Client shall assist Network Providers in coordinating benefits consistent with industry standards.
  - e. Use of Contract Rates.
    - i. Client and its Users shall use the Contract Rates exclusively for the purposes set forth herein. Use of the Contract Rates in connection with claims for services rendered to individuals who are not eligible Participants is prohibited and shall be considered by MPI to be a material default in Client's obligations hereunder. In addition, Client and/or its User(s) shall reimburse Network Providers the difference between Billed Charges and the inappropriately applied Contract Rate(s).
    - ii. In the Markets in which Clients purchases access to Networks, Client shall compensate Network Providers for Covered Services rendered to Participants using only Contract Rates, and shall not use any other savings or cost-containment arrangement that otherwise might be available to Client, including but not limited to, Client's own usual, and/or reasonable, and customary criteria.
  - f. Open Communication. Client agrees that Network Providers will not be prohibited from, or penalized by Client for, (i) communicating with patients regarding the appropriate treatment alternatives available to patients; or (ii) protesting or expressing disagreement with a utilization management determination or utilization management policy of Client and/or MPI. In addition, Client shall not penalize Network Providers if anyone of them, in good faith, report to state or federal authorities any act or practice by the Client and/or MPI that jeopardizes a patient's health or welfare.
6. Provision of Data.
- a. Implementation. Upon request and at no charge, Client shall provide MPI, all information reasonably necessary to implement, operate, and evaluate the services provided pursuant to this Agreement including, but not limited to, the names and locations of all Users accessing the Networks.
  - b. Provision of Program Documents. At the request of either MPI or a Network Provider, Client shall provide a current copy of Program documents (e.g. member contract or Summary Plan Description, and/or Utilization Management Program documents).
7. Service Entities. Client shall not use the services of any person or organization ("Service Entity") for the purposes of providing Client with any administrative services without the prior written consent of MPI which consent shall not be unreasonably withheld. Should MPI consent, Client shall enter into a HIPAA Business Associate and confidentiality agreement with said Service Entity to preserve the confidential and proprietary nature of MPI's repricing information to the extent permitted by law. MPI shall be named as a third party

beneficiary of the confidentiality agreement, if any. Upon request by MPI, Client shall provide MPI a copy of such executed confidentiality agreement.

8. User's Responsibilities. In the event that Client administers Programs on behalf of Users, it shall contractually obligate those Users to: (a) timely pay Network Providers the Contract Rates, (b) comply with the applicable terms and conditions of the Network Provider Agreements, and (c) comply with any applicable terms of this Agreement that may be the responsibility of the Users, including but not limited to those pertaining to the administration of the Programs. In the event that Client fails to contractually obligate its Users to such terms and conditions, Client shall be responsible for those obligations.
9. Termination of Services by Client. In the event Client wishes to terminate a Service being provided under this Agreement, Client may do so by after the initial one year term of this Agreement submitting written notification to MPI at least ninety (90) days prior to the effective date of the termination date of that Service. In the event Client wishes to terminate all Services being provided to it by MPI, Client shall do so pursuant to Section G.1 of this Agreement.

#### **E. RIGHTS AND OBLIGATIONS OF MPI.**

1. Go Live Date. MPI shall provide the Services to Client, as more fully described in the appropriate Service Exhibits to this Agreement as delineated in Section K.1, as of January 1, 2008 (the "Go Live Date").
2. Network Maintenance. In the event that Client purchases Network Services, MPI agrees to (a) maintain the Networks of Network Providers; (b) use its best efforts to determine that each Network Provider meets Credentialing standards established by MPI including, maintenance by Network Provider of professional malpractice and general liability, and workers' compensation insurance or a self-funded program of self-insurance in force in an amount equal to or greater than that required of MPI; and (c) provide repricing services as more fully described in Exhibit 5 of this Agreement.
3. Directory of Network Providers. A directory of Network Providers shall be available on MPI's Website, [www.multiplan.com](http://www.multiplan.com). In the event that Client chooses to utilize a hyperlink from its website to the MPI Website for a directory of Network Providers, that hyperlink shall be subject to approval by MPI in advance of such use. In addition, MPI shall provide Client with a toll free telephone number for use by Client and Participants in determining whether a provider is in the MPI network, and for referrals to Network Providers. Client is prohibited from listing or publishing directories of Network Providers on any website, unless Client complies with all security requirements established by MPI.
4. Support Services. MPI agrees to provide sales support services to Client, if applicable, including, but not limited to, geo-access reports, Savings and "disruption" analyses, RFP support and telephonic customer service.
5. Modification of Services by MPI. Except as otherwise provided herein, MPI shall have the right, in its sole discretion and upon ninety (90) days prior written notice, to add to, delete, or modify any or all of the Services and make any appropriate Fee adjustments. If the adjustment to the Services is not acceptable to Client, Client may terminate this Agreement in accordance with Section G.1 of this Agreement. In the event that Client elects to utilize the Services as modified, Client shall pay to MPI the applicable Fees for such modified Services.

#### **F. TERM AND TERMINATION.**

1. This Agreement shall commence on the Effective Date for a term of one (1) year and shall renew automatically for successive one year terms not to exceed a total of five (5) terms (5 years total) unless, after the initial one year term, either party provides the other at least ninety days notice of its desire to terminate this Agreement without cause. Such termination shall be effective on the first day of the month following the completion of the ninety (90) day notice period.
2. Client shall be in default if: (a) Client fails to provide any data or information required to be provided under this Agreement, (b) if Client has not made any payment required under this Agreement, or (c) if Client improperly uses Contract Rate(s) as described in the Service Exhibits.
3. If Client defaults in payment of Fees and is in arrears more than thirty (30) days, or improperly uses a Contract Rate(s), MPI may terminate this Agreement for cause upon thirty (30) days' written notice.

4. In the event that Client defaults by failing to make payment to Network Provider(s) as required in Section D.4, or by failing to provide MPI with data or information required herein, MPI shall have the right to terminate this Agreement for cause upon thirty (30) days' notice. This provision shall not apply to amounts documented as in dispute
5. This Agreement shall terminate automatically in the event either party becomes insolvent, is adjudicated as a bankrupt, upon the filing by or against a party under the Federal Bankruptcy Act or any other law or act regarding insolvency, reorganization, arrangement, makes a general assignment for the benefit of creditors, has a receiver appointed for it, or comes under the control of a trustee in bankruptcy. The respective "insolvent" party shall provide written notice to the other party within five (5) working days if any bankruptcy proceedings are instituted.
6. Failure by MPI to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder shall constitute cause for immediate termination of this Agreement by Client at Client's sole discretion.
7. Effect of Termination.
  - a. In addition to any other provision for the survival of obligations otherwise set forth in this Agreement, the following obligations shall survive termination of this Agreement:
    - i. All obligations of Client regarding payment to MPI and/or to Network Providers;
    - ii. All obligations to provide information to MPI;
    - iii. All obligations of both parties regarding confidentiality;
    - iv. All obligations of both parties regarding indemnification;
    - v. All audit rights.
  - b. Upon termination, each party promptly shall pay to the other, any money due hereunder, including any interest accrued. Client shall advise Participants of the termination of this Agreement, and shall withdraw from Participants all identification cards bearing MPI's name and/or logo. Client also shall immediately cease to otherwise use MPI's name and logo.
  - c. Client immediately shall cease to use Contract Rates and Client shall not attempt to reprice any claim for services rendered by Network Providers after the date of termination. Notwithstanding the foregoing, during a ninety day "run-out period" after the termination, MPI shall reprice claims for services rendered to Participants by Network Providers prior to the date of termination, but forwarded to MPI following the effective date of termination of this Agreement. Client shall reimburse MPI for such repricing services according to the terms and conditions of this Agreement. If under this Agreement Client paid Fees on a per Covered Employee per month basis, Client shall continue to pay such Fees for all Covered Employees during the ninety day run-out period. Notwithstanding the foregoing, if Client sends and MPI receives timely notice that a claim for services rendered prior to termination was in dispute, and the request to reprice the claim is received by MPI within ten (10) business days of the dispute's resolution, such claim also will be repriced by MPI following termination of the Agreement.

**G. DISPUTES WITH NETWORK PROVIDERS.** Client shall cooperate with MPI and Network Provider in resolving the dispute, and shall make available to MPI and to Network Provider, at no charge, necessary documentation and personnel to facilitate resolution of the dispute. In the event a Network Provider denies Client access to a Contract Rate for a given claim, MPI's liability shall be limited to the Fee paid to MPI in connection with such claim.

1. Disputed Claims: Pre Payment.

- a. Client shall notify Network Provider of any erroneous claim sent to a Client within sixty (60) days of the date the claim was issued.
- b. 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 Network Provider with written notification that a claim is not a Clean Claim containing all complete and accurate information required for adjudication or Client has some other stated dispute with the claim. Client shall make payment to Network Provider, at Contract Rate(s) of all portions of the claim not in dispute. Network Provider shall be required promptly to provide the complete

and accurate information requested, and Client shall make payment for Covered Services within thirty (30) business days of receipt of the additional and/or corrected information.

- c. It is understood that if such disputes are not resolved within sixty (60) days of notice to MPI and Network Provider, Client may forfeit the right to pay the disputed claim, or portion of the claim, at Contract Rate(s) unless MPI and/or the Network Provider have failed to use good faith efforts to resolve the issue.
2. Disputed Claims: Post Payment.
    - a. Unless otherwise provided by law or the applicable Network Provider Agreement, Client or Network Provider may challenge a payment made to Network Provider hereunder during the twelve (12) months following the Network Provider's receipt of said payment. Thereafter, the payment shall be deemed final, unless otherwise specified by a Network Provider's agreement with MPI or by law.
    - b. MPI shall use best efforts to facilitate resolution of disputed claims. Client shall cooperate with MPI's efforts by providing access to records and personnel reasonably necessary to support resolution of the dispute.
  3. Patient Care Complaints. Client shall notify MPI promptly upon knowledge of any dispute, complaint, or grievance relating to patient care or other disputes involving MPI, or Network Providers. Client shall cooperate with Network Providers' reasonable grievance procedures.

#### **H. DISPUTES BETWEEN THE PARTIES.**

1. MPI shall make available to Client a mechanism for resolution of disputes between the parties to this Agreement. In the event that Client has a question or grievance regarding access to The MultiPlan Network, Client shall call MPI's Client Service Department.
2. Within thirty (30) days of receipt of such notice, the parties will 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. 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.
4. Neither party shall institute any legal action or proceeding until expiration of such agreed upon time periods. The applicable provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed for any disputes arising under this Agreement.
5. Notwithstanding the foregoing, benefits and utilization management determination issues shall be referred to the Client for resolution.

#### **I. NOTICE.**

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 facsimile transmission supplemented by overnight delivery, as set forth below:

**To MPI:**  
MultiPlan, Inc.  
115 Fifth Avenue  
New York, NY 10003-1004  
Attn: Executive Vice President, Sales & Account Management

**To Client:**  
Exclusive Care, Dept of Human Resources  
4080 Lemon St.  
Riverside, CA 92502  
Attn: Assistant CEO / Human Resources Director

**with a copy to:**  
MultiPlan, Inc.  
115 Fifth Avenue  
New York, NY 10003-1004  
Attn: General Counsel

**with a copy to:**  
Exclusive Care  
P.O. Box 1508  
Riverside, CA 92502-1508  
Attn: Exclusive Care Plan Manager

**J. MISCELLANEOUS.**

1. Exhibits. The Exhibits listed below, which are marked in the corresponding box, are attached to and made a part of this Agreement:

- Exhibit 1 – Fees
- Exhibit 2 – Primary PPO Network Services
- Exhibit 3 – The MultiPlan Network Complementary Services
- Exhibit 4 – Fee Negotiation Program
- Exhibit 5 – Repricing Services
- Exhibit 6 – Baylor Health Care System Client Acknowledgement
- Exhibit 7 – The MultiPlan Centers of Excellence Transplant Network Program
- Exhibit 8 – HIPAA Business Associate Agreement
- Exhibit 9 – State Law Coordinating Provisions

2. Entirety and Modification. This Agreement, with its Exhibits and any other attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede, as of the Effective Date, any previous agreements or understandings, written or oral, between the parties hereto. No failure by either party to enforce any provision of this Agreement shall be construed as a waiver of any rights hereunder. This Agreement shall not be changed or amended except in writing, signed by both parties hereto. If any term of this Agreement is held by a court to be unenforceable or inoperative, the other terms not subject to such holding shall remain enforceable.

3. Jurisdiction and Compliance with Laws. This Agreement shall be governed by California law. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California. Each party shall comply with all applicable state and federal statutes and regulations relating to this Agreement, including but not limited to the provisions of Exhibit 9 of the Agreement, if any. The parties agree to the HIPAA Business Associate terms and conditions set forth on Exhibit 8.

4. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign this Agreement without the prior written consent of the other party. In the event that either party is merged, consolidated or purchased in whole or in part by another person or entity, the other party has the right to terminate this Agreement upon sixty (60) days prior written notice to the merged, consolidated or purchased party.

5. 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.

6. Independent Contractor. The relationship between MPI and Client is an independent contractor relationship. Neither MPI nor its employee(s) and/or agent(s) are or shall be considered to be an employee(s), and/or agent(s) of Client (except as set forth on Exhibit 2 of this Agreement), and neither Client nor any employee(s) and/or agent(s) of Client are or shall be considered to be an employee(s) and/or agent(s) of MPI. Except as set forth on Exhibit 2 of this Agreement, none of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

7. Conflict of Interest. The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

8. Identification Of Officers, Owners, Stockholders, Creditors. On an annual basis, MPI shall identify the names of the following persons or entities in writing to Client:
- a. MultiPlan, Inc.'s officers;
  - b. MultiPlan, Inc.'s owners, including parent corporation(s);
  - c. Stockholders of MultiPlan, Inc. owning greater than 10% of any stock issued by MultiPlan, Inc.;
  - d. Major creditors holding more than 10% of any debts owed by MultiPlan, Inc.

In addition, MPI shall notify Client within thirty (30) days of any changes in the information previously supplied.

9. Nondiscrimination. MPI represents and assures that in its current form Network Provider Agreements, the following provision is contained therein and MPI does not consider Network Providers as subcontractors under the provisions of Title 2, CRC, Section 8107 et seq:

Non-Discrimination. Network Provider will not differentiate or discriminate against Participants in the provision of health care services on the basis of sex, race, color, religion, marital status, sexual orientation, age, ancestry, or national origin, 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 Network Provider's other patients. Network Provider will use reasonable efforts to accept all Participants for treatment in accordance with all terms and conditions hereof.

MPI agrees to comply with the provisions of Title 2, CCR, Section 8107 et. seq., as may be amended from time to time, as incorporated by reference herein. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.

10. Certification of Authority To Execute This Agreement. The parties hereto certify that the individuals signing herein have authority to execute this Agreement on behalf of their respective entities, and may legally bind said entities to the terms and conditions of this Agreement, and any attachments hereto.

IN WITNESS HEREOF, duly authorized representatives of the parties executed this Agreement, below.

**MultiPlan, Inc.** (On behalf of itself and its subsidiaries)  
 115 Fifth Avenue  
 New York, NY 10003-1004

**County of Riverside**  
 4080 Lemon Street  
 Riverside, California 92502-1569

By: 

Mark Tabak  
 President and Chief Executive Officer

Date: 12/13/07

By: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: Chairman, Board of Supervisors

Date: \_\_\_\_\_

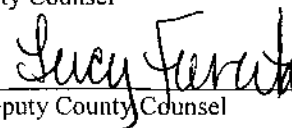
**ATTEST:**  
 Clerk to the Board  
 Nancy Romero

By: \_\_\_\_\_  
 Deputy

Date: \_\_\_\_\_

Approved as to form and content:

Joe S. Rank  
 County Counsel

By:   
 Deputy County Counsel

**PRIMARY PPO NETWORK SERVICES**

**I. Description of Services.**

A. Primary PPO Network Services.

Client shall utilize the Primary PPO Network as its primary Network within designated Markets. Clients that access the Primary PPO Network must issue to their Participants identification cards as further described below, and must include the following financial incentives to encourage utilization of the Primary PPO Network:

- 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 ten percent (10%) benefit differential between in-network and out-of-network coinsurance rates to seek Covered Services from a Network Provider in the Primary PPO Network.

B. PHCS Healthy Directions Network Services. Client shall utilize the PHCS Healthy Directions Network Services outside the geographic area serviced by another network as a primary PPO for the relevant Program, and as otherwise described above with respect to financial incentives, and the issuance of identification cards and explanation of benefits.

**II. Additional Responsibilities of Client.** In connection with the Primary PPO and Healthy Directions Network Services purchased by Client, Client agrees to the following:

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

- Name of Client
- Claims Submission Address
- Employer Group Name and Plan Number
- Primary PPO Network Identifier (i.e., PHCS 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

B. Explanation of Benefits. Client shall issue EOBs bearing the Primary PPO Network's tradename or logo, 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.

C. Directories of Network Providers. Client shall make available to its Participants directories of Network Providers via the electronic directory maintained by MPI as described in Section E.3 of this Agreement.

D. Grant of Authority.

1. To access certain PHCS Network Provider Agreement(s), Client hereby appoints MPI as Client's agent solely for the purposes of taking all actions reasonably necessary to carry out the obligations and intentions hereunder, without prior approval of Client, including but not limited to executing, terminating, and/or amending, said PHCS Network Provider Agreements.
2. Client may revoke the authority granted herein upon ninety days prior written notice, and that upon the effective date of such notice, Client's access to those certain PHCS Network Providers will terminate. The Grant of Authority does not create any Client ownership interest in the Network or in any Network Provider Agreements.

Exhibit 3

THE MULTIPLAN NETWORK

COMPLEMENTARY SERVICES

**I. Description of Services - Complementary Network Services.**

- A. Client shall utilize The MultiPlan Network in conjunction with Client's Programs as an extended network ("Complementary Network") within or outside the geographic area serviced by the relevant Program's primary network, or when the Program does not utilize another network as primary.
- B. Programs must provide financial incentives to Participants in the form of "Shared Savings", that is, by calculating deductibles and coinsurance based on the Contract Rates pursuant to Network Provider Agreements.

**II. Additional Responsibilities of Client.**

- A. Identification Cards. 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 (i.e., MPI logo or name, etc.), as specified by MPI
  - User Group Name and Plan Number
  - Co-payment amount, if any
  - Telephone number(s) for the following: Eligibility/Benefits Verification; Utilization Management; and Provider Information
- B. Explanation of Benefits. Client shall issue EOBs bearing a MPI tradename or logo, stating that payment has been made at Contract Rates, and indicating any amount payable by the Program for Covered Services at an in or out-of-network level, and any amount payable by the Participant.
- C. Directories of Network Providers. Client shall make available to its Participants directories of Network Providers via the electronic directory maintained by MPI as described in Section E.3 of this Agreement.

Exhibit 4

**FEE NEGOTIATION PROGRAM**

**I. Description of Services – Fee Negotiation Program.**

- A. On behalf of Client, MPI will attempt to negotiate reduced claim settlement amounts on claims for services and supplies rendered by non-Network Providers to Participants. Negotiated fees will be based on prevailing market reimbursement amounts. Subject to agreement of Client, non-Network Providers may be offered accelerated claims payment by Client, in consideration of acceptance of the negotiated amount.
- B. MPI's minimum claim dollar threshold for fee negotiation is \$200. Any modifications to the threshold amount will be determined and mutually agreed upon by MPI and Client.
- C. Upon a non-Network Provider's consent to accept a negotiated reimbursement amount as payment-in-full, MPI will obtain a written agreement from the non-Network Provider documenting acceptance of the reimbursement amount for the given claim. MPI assumes the primary role in handling any provider questions or disputes with respect to payment of a claim for which MPI negotiated savings.
- D. In the event that the non-Network Provider refuses to accept a negotiated fee within ten (10) business days, MPI will take no further action, and will return the claim to Client for handling.

**II. Responsibilities of Client.**

- A. Explanation of Benefits. Client agrees to indicate "MultiPlan Negotiated Adjustment" on both Participant and non-Network Provider EOBs reflecting the negotiated reimbursement amount in order to ensure proper identification of Savings realized by Client and/or Participant.
- B. Payment. Client agrees to pay the healthcare provider in accordance the terms and settlement amounts negotiated by MPI.

Exhibit 5

REPRICING SERVICES

- I. Client shall elect one of the following repricing options upon execution of this Agreement, by initialing the appropriate selection below:

XXX EDI Repricing. MPI and Client shall mutually agree upon method of EDI transmission by which Client shall send and receive claims data to and from MPI. Client shall be responsible to maintain its own data and telephone transmission line(s), and internet access, and to pay its own charges for such services, if applicable. MPI shall transmit repricing instructions to Client by EDI transmission. MPI reserves the right to charge Client for customized programming that may be required to establish the EDI connection. Such programming fees shall not exceed \$10,000.00, unless otherwise mutually agreed upon in advance. Client acknowledges that repricing information is proprietary to MultiPlan, Inc., and shall be maintained in strict confidentiality subject to any and all laws and regulations applicable to MPI and Client.

       Web-based Repricing. MPI shall provide Client with a password that will give Client Web-based access to MPI's Contract Rate information for the purposes of repricing. Client shall be responsible to supply telephone line(s) and to pay telephone charges.

       HealthEOS by MultiPlan Network Repricing Services. All claims by HealthEOS Providers for services rendered to Participants shall be repriced by HealthEOS or pursuant to a claims administration procedure approved by HealthEOS.

- II. MPI is authorized to retain all claims data collected in the process of providing Repricing Services and use that de-identified data in accordance with the confidentiality obligations under this Agreement.

Exhibit 6

CLIENT ACKNOWLEDGEMENT

BAYLOR HEALTH CARE SYSTEM

In order for the County of Riverside, a political subdivision of the State of California, through its self-funded health plan, Exclusive Care located in Riverside, California (referred to herein as the "Payor") to access the Preferred Payment Rates under the Hospital Services Agreement -- PPO between the hospitals and related health care facilities of Baylor Health Care Systems ("Baylor") entered into with Private Healthcare Systems, Inc. ("PHCS"), dated January 1, 2002, as amended, and may be amended from time to time hereafter (the "Baylor Agreement"), the Payor hereby acknowledges the following obligations as a prerequisite and continuing condition of access to the Baylor Agreement by Payor effective as of the date set forth below. In the event that Payor signed an acknowledgment previously, that acknowledgment is hereby superceded by this Payor Acknowledgement as to Baylor only as of the date set forth below.

RECITALS:

- A. Payor and MultiPlan, Inc., or one of its subsidiaries (collectively referred to herein as "MPI"), are parties to a services agreement (the "Services Agreement") under which MPI provides Payor certain provider Network services, including credentialing, recredentialing and quality assurance services and other cost containment related services, (the "Services") in certain markets throughout the United States.
- B. MPI has entered into contracts with health care providers for participation in the MPI provider Network ("MPI Participating Providers") at certain reimbursement rates for health care services provided to Payor's Members pursuant to certain MPI participating provider agreements (the "MPI Preferred Provider Agreement(s)").
- C. All terms in this Payor Acknowledgement shall have the meaning ascribed to them in the Baylor Agreement, copies of which will be provided to the Payor upon request to MPI, unless otherwise defined in this Payor Acknowledgement.

In order to access the Preferred Payment Rates under the Baylor Agreement, the Payor hereby acknowledges the following:

1. Licenses, Registrations and Certifications. Payor will comply with all laws and regulations governing its performance under the Services Agreement, including, but not limited to, obtaining and maintaining in effect all applicable licenses, registrations and certifications necessary for that purpose.
2. Payment for Health Care Services and Compliance with the Baylor Agreement. As a condition of accessing Baylor's Preferred Payment Rates, Payor agrees that the Payor (or its designee) is obligated to comply with the duties and obligations of the Baylor Agreement, including, but not limited to, paying for Covered Services rendered to Members in accordance with the provisions of Article IV of the Baylor Agreement.
3. Marketing. All Health Plans must provide direction and redirection to Baylor, to the extent that it is lawful to do so. Such direction and redirection may occur through greater plan benefits, financial incentives or directory listings. Payor will make available to Members Baylor's name, address and telephone number.
4. Identification and Eligibility. Payor will furnish Members with a means of identifying themselves as covered under a Health Plan for the provision of the health care services from Baylor. Such methods of identification may include, but are not limited to, (i) identification cards, (ii) affixing the MPI logo and/or name to identification cards, or (iii) a MPI phone number identifier. In addition, Payor will provide the most current eligibility information available within twenty-four (24) hours of Baylor's request.
5. Copying of Medical and Billing Records. If Payor requests copies of medical and billing records from Baylor for purposes other than the reconsideration of payment to Baylor, Payor agrees to reimburse Baylor for such copies according to the rates specified in the Baylor Agreement.
6. Third Party Beneficiaries. Nothing contained in the Baylor Agreement will be construed to make MPI or Payor, 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, provided however, that Payor agrees that Baylor is a third party beneficiary to this Payor Acknowledgment. Nothing contained herein will be construed as, or be deemed to create, any rights or remedies in any party other than MPI, Payor or Baylor.

7. Inappropriate Access to the Preferred Payment Rates. Payor agrees that the Preferred Payment Rates agreed to in the Baylor Agreement are applicable solely for Covered Services rendered to Members covered under a Health Plan which utilizes the MPI provider Network. Payor will not offer, lease, sell, discount or provide any other entity or individual access to the Preferred Payment Rates who is not a Payor, Health Plan or a Member at the time the Covered Services are provided. In the event that Baylor believes Payor is, or may be, accessing the Preferred Payment Rates set forth in the Baylor Agreement inappropriately (e.g., to non-eligible individuals), Baylor shall notify MPI immediately in writing. Upon receipt of such notice, MPI will work in cooperation with Baylor and Payor to determine whether Payor appropriately accessed the Preferred Payment Rates for a Member covered under a Health Plan which utilizes the MPI provider Network. In the event that MPI finds that Payor intentionally and inappropriately accessed the Preferred Payment Rates agreed to in the Baylor Agreement, Payor (i) will reimburse Baylor the difference between the Preferred Payment Rate and Baylor's regular billing rates, and/or (ii) allow MPI to terminate or limit the Payor's access to the Baylor Agreement.
  
8. Nothing in this Payor 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 Payor 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.

**County of Riverside:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit 7

MULTIPLAN CENTERS OF EXCELLENCE TRANSPLANT NETWORK PROGRAM

- I. RIGHTS AND OBLIGATIONS OF MPI.** MPI has established and will maintain a Centers of Excellence Transplant Network composed of healthcare providers that have met MPI's clinical requirements and agreed to accept Contract Rates for transplant services ("COE Network Providers") provided to Participants of MPI Clients that have purchased access to MPI's Centers of Excellence Transplant Network.
- II. RIGHTS AND OBLIGATIONS OF CLIENT.**
- A. Cooperation with Centers of Excellent Transplant Team. Client shall work cooperatively with MPI's Centers of Excellence team and other personnel, and shall comply with the procedures established by MPI for access to the Centers of Excellence Transplant Network.
- B. Participant Enrollment. The Client or the Client's Case Manager shall call MPI's Transplant Referral Manager or submit a Patient Referral Form electronically to [COE@multiplan.com](mailto:COE@multiplan.com) to initiate the Participant's access to the Centers of Excellence Transplant Network. Client shall not be entitled access to the Centers of Excellence Transplant Network Program Contract Rates unless the Participant is enrolled by MPI in the Centers of Excellence Transplant Network Program for each proposed transplant before the transplant is performed.
- C. Transplant Services Included in Global Contract Rates. The global Contract Rates negotiated by MPI include, to the extent that they are medically necessary: general nursing care; room and board and all ancillary services; use of intensive or special care facilities; x-ray examination (other than dental x-rays); use of operating room and related facilities; encephalography; drugs, medications, and biologicals; laboratory testing and services; all cardiovascular testing; special tests, when medically necessary; nuclear medicine; physical and rehabilitation therapy; oxygen and oxygen therapy; anesthesia and anesthesia services; intravenous injections and solutions; surgical and medical services provided by Network Provider; pre-operative care; post-operative care; special duty nursing; short procedure unit services; secondary care, including private accommodations in a regular medical/surgical bed not requiring placement in an intensive care unit or other unusually high level of medical and nursing care, inclusive of room and board and all ancillary services, but exclusive of personal comfort and convenience items; and tertiary care, including all items included in secondary care and, in addition, such items and services as are normally and usually provided by the COE Network Provider in conjunction with care of inpatients in its intensive care unit. However, reference must be had to the specific COE Network Provider's Centers of Excellence Transplant Network Provider Agreement for details regarding the services included in that COE Network Provider's Contract Rates.
- D. Services Not Included in Global Contract Rates. The global Contract Rates negotiated by MPI do not include: personal comfort or personal convenience items; custodial care; or services which are not necessary to the care or treatment of the illness or illnesses which necessitated the transplant, as determined by Provider's Chief of the Medical Staff, except as incidental to the transplant.
- E. Explanation of Benefits. Client shall issue EOBs bearing the MPI tradename or logo, 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 8

### HIPAA Business Associate Agreement Addendum to Contract

Between the County of Riverside and  
MultiPlan, Inc.

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Client Services Agreement (the "Underlying Agreement") between the County of Riverside ("Client") and MultiPlan, Inc ("MPI") as of the date of the Underlying Agreement (the "Effective Date").

#### RECITALS

WHEREAS, Client and MPI entered into the Underlying Agreement pursuant to which MPI provides services to Client, and in conjunction with the provision of such services certain Protected Health Information ("PHI") and/or certain electronic Protected Health Information (ePHI) may be made available to MPI for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, Client is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, MPI, when a recipient of PHI and/or ePHI from Client, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by MPI of Client Disclosed PHI and/or ePHI
  - A. MPI shall be permitted to use PHI and/or ePHI disclosed to it by the Client:
    - (1) On behalf of the Client, or to provide services to the Client for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
    - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, MPI may:
    - (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
    - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of MPI's proper management and administration or to fulfill any legal responsibilities of MPI. MPI may disclose PHI and/or ePHI as necessary for MPI's operations only if:
      - (a) The disclosure is required by law; or

- (b) MPI obtains written assurances from any person or organization to which MPI will disclose such PHI and/or ePHI that the person or organization will:
  - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which MPI disclosed it to the third party, or as required by law; and,
  - (ii) The third party will notify MPI of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) Aggregate the PHI and/or ePHI and/or aggregate the PHI and/or ePHI with that of other data for the purpose of providing Client with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by Client.
- (4) Not disclose PHI and/or ePHI disclosed to MPI by Client not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by Client.
- (5) De-identify any and all PHI and/or ePHI of Client received by MPI under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. MPI agrees that it will neither use nor disclose PHI and/or ePHI it receives from Client, nor from another business associate of Client, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
- 3. Obligations of Client.
  - A. Client agrees that it will make its best efforts to promptly notify MPI in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by Client that may affect MPI's ability to perform its obligations under the Underlying Agreement, or this Addendum.
  - B. Client agrees that it will make its best efforts to promptly notify MPI in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect MPI's ability to perform its obligations under the Underlying Agreement, or this Addendum.
  - C. Client agrees to make its best efforts to promptly notify MPI in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect MPI's use or disclosure of PHI and/or ePHI.
  - D. Client shall not request MPI to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
  - E. Client will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that MPI can perform its obligations under this Addendum and/or the Underlying Agreement.
- 4. Obligations of MPI. In connection with its use of PHI and/or ePHI disclosed by Client to MPI, MPI agrees to:
  - A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
  - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

- C. To the extent practicable, mitigate any harmful effect that is known to MPI of a use or disclosure of PHI and/or ePHI by MPI in violation of this Addendum.
  - D. Report to Client any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which MPI becomes aware.
  - E. Require sub-contractors or agents to whom MPI provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to MPI pursuant to this Addendum.
  - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the Client.
  - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
5. Access to PHI, Amendment and Disclosure Accounting. MPI agrees to:
- A. Provide access, at the request of Client, within five (5) days, to PHI in a Designated Record Set, to the Client, or to an Individual as directed by the Client.
  - B. To make any amendment(s) to PHI in a Designated Record Set that the Client directs or agrees to at the request of Client or an Individual within sixty (60) days of the request of Client.
  - C. To assist the Client in meeting its disclosure accounting under HIPAA:
    - (1) MPI agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Client to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (2) MPI agrees to provide to Client or an Individual, within sixty (60) days, information collected in accordance with this section to permit the Client to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (3) MPI shall have available for the Client the information required by this section for the six (6) years preceding the Client's request for information (except the MPI need have no information for disclosures occurring before April 14, 2003).
  - D. Make available to the Client, or to the Secretary of Health and Human Services, MPI's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining MPI's compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from Client, make available any and all information necessary for Client to make an accounting of disclosures of Client PHI by MPI.
  - F. Within thirty (30) days of receiving a written request from Client, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in MPI's possession constitutes a Designated Record Set.
  - G. Not make any disclosure of PHI that Client would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event MPI needs to create or have access to Client ePHI, MPI agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, Client ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the MPI may create, receive, maintain, or transmit on behalf of the Client.

- B. Ensure that any agent, including a subcontractor, to whom MPI provides ePHI agrees to implement reasonable and appropriate safeguards.
- C. Report to Client any security incident of which MPI becomes aware that concerns Client ePHI.

7. Term and Termination.

- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by Client as provided herein.
- B. Termination for Breach – Client shall provide MPI with notice of the existence of an alleged material breach and afford MPI with an opportunity to cure the alleged material breach. In the event MPI fails to cure the breach to the satisfaction of Client in a timely manner, Client reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, MPI shall return or destroy all PHI and/or ePHI received from the Client, or created or received by MPI on behalf of Client, and, in the event of destruction, MPI shall certify such destruction, in writing, to Client. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of MPI. MPI shall retain no copies of the PHI and/or ePHI.
- D. Return or Destruction not Feasible – in the event that MPI determines that returning or destroying the PHI and/or ePHI is not feasible, MPI shall provide written notification to Client of the conditions which make such return or destruction not feasible. Upon determination by MPI that return or destruction of PHI and/or ePHI is not feasible, MPI shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as MPI maintains such PHI and/or ePHI.

8. Hold Harmless/Indemnification.

The indemnification obligations set forth in the Underlying Agreement shall apply to the terms and conditions of this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Client to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Client to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

Exhibit 9

STATE LAW COORDINATING PROVISIONS

For those Services subject to Illinois laws and regulations, the following state law coordinating provisions shall apply as applicable. 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 9 shall apply:

1. As required by the Illinois Department of Insurance, Section A.17 is deleted in its entirety and replaced with the following:

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.

2. As required by the Illinois Department of Insurance, Section A.18 is deleted in its entirety and replaced with the following:

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 steerage, 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. Program does not mean benefits provided primarily for dental, vision and auditory services or disability.

3. As required by 50 Illinois Administrative Code §2051.55, substitute the one applicable identification card requirement on Exhibit 2 with the following:

PHCS Identifier (e.g. PHCS logo, PHCS name, PHCS toll-free 800 telephone number, etc.) as agreed to by the parties.

4. As required by 50 Illinois Administrative Code §2051.55, substitute the one applicable identification card requirement on Exhibit 3 with the following:

MPI Identifier (e.g. MPI logo or MPI name, etc.) as agreed to by the parties.

5. As required by 50 Illinois Administrative Code §2051.55, 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.

6. As required by 50 Illinois Administrative Code §2051.55, 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 Program.

7. As required by 50 Illinois Administrative Code §2051.55, the following provisions shall apply to the Agreement:

- (a) 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

- (b) 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.

RECEIVED  
07 DEC 17 8:11:00  
COUNTY OF RIVERSIDE

**AGREEMENT FOR LOAN OF VOTING MACHINES**

**THIS AGREEMENT** is made and entered into this 18<sup>th</sup> day of December 2007, by and between the City and County Of San Francisco ("San Francisco") and the County of Riverside ("Riverside").

**RECITALS**

**WHEREAS**, county registrars of voters throughout the State are required to use voting systems certified by the Secretary of State to allow voters with disabilities to vote independently and confidentially as provided by the Help America Vote Act of 2002 ("HAVA"); and

**WHEREAS**, Riverside uses Sequoia Edge II voting units that have been certified by the Secretary of State; and

**WHEREAS**, Riverside possesses certified Edge II voting units and does not anticipate needing to use all of its Edge II voting units for the February 5, 2008 election; and

**WHEREAS**, Riverside anticipates that it will have approximately 2,700 spare Edge II voting units in its inventory for the February 5, 2008 election; and

**WHEREAS**, San Francisco has requested that Riverside loan San Francisco 630 Edge II voting units for San Francisco's use in the February 5, 2008 election; and

**WHEREAS**, Riverside is willing to loan 630 Edge II voting units to San Francisco under the terms and conditions hereinafter set forth; and

**WHEREAS**, Elections Code section 19004 authorizes voting equipment to be loaned or rented with the consent of the board of supervisors, if payment for the expenses incident to the use of the equipment is made.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual covenants contained herein, the parties hereto agree to the following:

1. **Recitals.** The recitals set forth above are hereby incorporated by reference.
2. **Loan of Voting Units.**
  - (a) Riverside will loan San Francisco 630 Edge II voting units (the "voting units") for San Francisco's use in the February 5, 2008 election, for such period of time as may be mutually agreed to by the parties' respective registrar of voters.

(b) Riverside will provide warehouse staff assistance in the loading of the voting units onto delivery trucks and the unloading of the voting units from delivery trucks when the voting units are returned to Riverside.

(c) Riverside will verify that all loaned voting units are in good working order upon pickup by San Francisco.

(d) San Francisco will be responsible for picking up the voting units from Riverside's warehouse facility, located in Riverside, CA. San Francisco will be responsible for returning the voting units to the same warehouse facility. San Francisco will also be responsible for any delivery truck services necessary to pick up the voting units from Riverside's warehouse facility, delivering them to San Francisco and then returning the voting units to Riverside.

3. **Preventive Maintenance.** San Francisco will be responsible for all costs incurred by Riverside in performing preventive maintenance upon all voting units following the return of the voting units to Riverside. Riverside will invoice San Francisco for any preventive maintenance costs and San Francisco will pay any invoice within thirty (30) days of receipt.

4. **Replacement and Repair Costs.** San Francisco will reimburse Riverside for all costs incurred by Riverside in replacing or repairing any voting units loaned to San Francisco pursuant to this Agreement that is damaged while in San Francisco's possession, including the delivery of the voting units to San Francisco and the return of the voting units to Riverside. Riverside will have the option at its sole discretion to repair or replace any damaged voting units. Riverside will invoice San Francisco for any repair or replacement costs and San Francisco will pay any invoice within thirty (30) days of receipt.

5. **Incidental Costs.** San Francisco will reimburse Riverside for all other expenses incurred by Riverside in providing services incidental to the loaning of the voting units pursuant to this Agreement. These incidental costs include, but are not limited to, warehouse staff time spent loading and unloading the voting units. Riverside will invoice San Francisco for all incidental costs and San Francisco will pay any invoice within thirty (30) days of receipt.

6. **Programming and Ballot Preparation.** Riverside will have no responsibility under this Agreement for any of San Francisco's programming or ballot preparation needs associated with San Francisco's use of the loaned voting units. San Francisco will be responsible for contracting for or providing for any such services.

7. **Indemnification.** San Francisco will indemnify, defend, and hold harmless Riverside, its Board of Supervisors, officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses,

liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from San Francisco's use or possession of the voting equipment being loaned pursuant to this Agreement.

**8. Notices.** Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, addressed as follows:

TO RIVERSIDE:

Barbara Dunmore, Registrar of Voters  
2724 Gateway Drive  
Riverside, CA 92501

TO SAN FRANCISCO:

John Arntz, Director of Elections  
1 Dr. Carlton B. Goodlett Pl., #48  
San Francisco, CA 94102

Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases. Such communications shall be deemed received upon delivery, if personally delivered, or upon deposit in the United States Mail if sent by mail. Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**9. Entire Understanding.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

**10. Amendment and Waiver.** Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon any party unless agreed in writing by each party and their respective county counsels.

**11. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute a single document.

**12. Interpretation.** This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

CITY AND COUNTY OF  
SAN FRANCISCO

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Registrar of Voters

APPROVED AS TO FORM:  
City Attorney

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Registrar of Voters

APPROVED AS TO FORM:  
County Counsel

By: \_\_\_\_\_  
Deputy