MPI PARTICIPATING FACILITY AGREEMENT

This Agreement, which is effective as of the last date executed by the parties (the "Effective Date"), is entered into by and between MultiPlan, Inc., on behalf of itself and its subsidiaries ("MPI"), *and* ***San Bernardino County****, a* political subdivision organized and existing under the constitution and laws of the state of California which operates Arrowhead Regional Medical Center, ("Facility"), which is a free standing health care facility, duly licensed by the state in which Facility renders health care services.

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.

Facility: **San Bernardino County** on behalf of Arrowhead Regional Medical Center	**MultiPlan, Inc.** (on behalf of itself and its subsidiaries):
Signature:	Signature: 
Print Name: Curt Hagman	Print Name: Mark Tabak
Title: Chairman, Board of Supervisors	Title: President and Chief Executive Officer
Date:	Date: 09/29/2021

I. DEFINITIONS. For purposes of this Agreement:

1.1 Benefit Program Maximum means an instance in which payment by a Client or User, as applicable, has met or exceeded the benefit maximum 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 Facility regardless of payment source.

1.3 Clean Claim means a completed UB04 or HCFA 1500 (or successor form), as appropriate, or other standard billing format containing all information reasonably required by the Client/User for adjudication.

1.4 Client means an insurance company, employer health plan, Taft-Hartley Fund, or an organization that sponsors Program(s), administers Program(s) on behalf of a User or otherwise provides services to a User regarding such Programs.

1.5 Contract Rates means the rates and terms of reimbursement to Facility for Covered Services, as set forth in Exhibits D-1 (Contract Rates-Inpatient Services) and D-2 (Contract Rates-Outpatient Services).

1.6 Covered Services means health care treatment and supplies rendered by a Network Provider and provided to a Participant for which a Client or User, as applicable, is responsible for payment pursuant to the terms of a Program.

1.7 Network means an arrangement of Network Providers created or maintained by MPI, or one of its subsidiaries, which may be customized by Clients/Users, under which such Network Providers have agreed to accept certain Contract Rates for Covered Services provided to Participants.

1.8 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.

1.9 Participant means any individual and/or dependent eligible under a Client's/User's Program that provides access to the Network.

1.10 Participating Facility/Facilities means (i) each free standing health care facility associated with Facility that offers services at the locations specified in Exhibit E, (ii) which 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 the facility's applicable license, accreditation, certification, and registration, and pursuant to this Agreement. Participating Facility shall include all physicians or other health care professionals employed by such Participating Facility for which Participating Facility bills on behalf of using a UB04 or HCFA 1500 (or successor form) and Facility's tax identification number. The term Facility as used in this Agreement means both Facility as identified in the Preamble of this Agreement and each Participating Facility listed on Exhibit E, unless the context of this Agreement clearly indicates otherwise. Facility will provide thirty (30) days prior notice to MPI of any changes to the information contained on Exhibit E, including the addition of any Participating Facility. Upon receipt of such notice and in the event that MPI approves of the suggested change to Exhibit E by Facility, Exhibit E shall be modified as of the effective date assigned by MPI with regard to the change in information contained on Exhibit E.

1.11 Program. Unless otherwise specified, the terms 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 or User, 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.

1.12 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 to be effective on the Renewal Date.

2.3 Termination for Material Breach.

(a) This Agreement may be terminated by MPI as to Facility or an individual Participating Facility, upon written notice to Facility, if (i) any action is taken which requires Facility to provide MPI with notice under Section 3.7 with respect to Facility or a Participating Facility; (ii) in the sole discretion of MPI, Facility or Participating Facility fails to comply with the quality management and/or credentialing/recredentialing program(s) specified in the administrative handbook(s); or (iii) Facility or Participating Facility 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 to the reasonable satisfaction of the non-Breaching Party will result in termination as of the date specified in the notice.

2.4 Network Participation Termination. Either party may terminate Facility's access to any of the Networks in which Facility participates by the provision of at least ninety (90) days prior written notice to the other party; provided however, Facility maintains participation in at least one Network. Termination of a Network will not terminate this Agreement as to any other Networks in which Facility participates.

2.5 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 or termination of any Network in which Facility participates, Facility will:

(i) continue to provide health care services to Participants admitted as inpatients prior to the effective date of termination (1) until such Participants have been appropriately discharged; or (2) until the Facility makes reasonable and medically appropriate arrangements to transfer the Participant to the care of another Network Provider;

(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 Facility is no longer a Network Provider.

III. RIGHTS AND OBLIGATIONS OF FACILITY

3.1 Binding Authority. Facility represents that it has been granted the authority in writing to bind all Participating Facilities to the terms of this Agreement.

3.2 Provision of Health Care Services. Facility will render medical and health care services in a manner which assures availability, adequacy, and continuity of care to Participants. Facility will remain solely responsible for the quality of health care services provided by Facility 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 Facility for services rendered and will not limit the performance of the services of Facility or affect professional judgment.

3.3 Non-Discrimination. Facility 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 accordance with the same standards, and with the same availability as offered to Facility's other patients.

3.4 Licenses, Certifications and Accreditations.

(a) Facility possesses, and will maintain in good standing (i) all licenses, accreditations, certifications, and registrations required by law to operate as a hospital or health care facility and to render health care services; (ii) Medicare certification, if applicable; and (iii) accreditation by The Joint Commission, if Facility is an acute care general hospital or part of an acute care general hospital. Facility will comply with any applicable local, state and/or federal laws or regulations related to the delivery of health care services.

(b) Facility will verify that those physicians or other health care professionals employed by Facility or Participating Facility, as specified in Section 1.10, (i) meet the credentialing criteria of Facility, which complies with the credentialing standards of The Joint Commission; (ii) possess, and will maintain in good standing, all licenses, permits, certifications, accreditations and/or registrations required by state and federal law to render health care services in the state in which Covered Services are rendered; (iii) possess the appropriate educational qualifications to render specific health care services; and (iv) will comply with any applicable local, state and/or federal laws or regulations related to the delivery of health care services. Facility agrees and acknowledges that physicians or other health care professionals employed by Facility or Participating Facility will not be included in any directory of Network Providers maintained by MPI or its Clients, as specified in Section 4.5, unless such physician or other health care professional is independently credentialed by MPI.

3.5 Medical and Billing Records.

(a) Facility will prepare and maintain 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, Facility will promptly provide written or electronic 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) Facility 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.

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

3.7 Notice of Actions. Facility will send written notice to MPI within ten (10) days of the following actions against Facility, Participating Facility, 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., 16 Crosby Drive, Bedford MA 01730.

3.8 Network Participation and Requirements. MPI may, in its sole discretion, include Facility as a Network Provider in any or all Network(s). Facility will comply with any Network specific requirements contained in Exhibit B and/or the administrative handbook(s). Facility acknowledges that Clients/Users are not required to access (i) every Network, Network Provider, Facility, or Participating Facility listed on Exhibit E, (ii) Facility/Participating Facility for every specialty service (e.g., diagnostics, behavioral health, dialysis) or condition, or (iii) Facility/Participating Facility when Client/User has access to Facility/Participating Facility, either directly or indirectly, through a separate agreement. The terms of this Agreement shall not apply to Client/User with respect to any specific set of circumstances under which Client/User elects not to access Facility/Participating Facility as permitted hereunder, regardless of the identification requirements specified in Section 4.4 of this Agreement. Facility further acknowledges that certain Programs offered by Clients/Users accessing the Network may not include a network option, and/or may cover Covered Services under the Participant's Program at an in-Network or out-of-Network benefit level.

3.9 Utilization Management. Facility will participate in and observe the protocols of Client's/User's utilization management program, to the extent such program is consistent with industry standards.

3.10 Administrative Handbook(s). Facility will comply with the terms of the administrative handbook(s), including, without limitation, any reimbursement and billing requirements, and 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. Facility will periodically review the administrative handbook(s) on the MPI website for updates.

3.11 List of Admitting Practitioners. Facility will update, and submit to MPI upon request, a roster of active physicians, osteopaths, podiatrists, chiropractors or other practitioners on staff with admitting privileges at each Participating Facility.

3.12 Subcontracting. In the event that Facility delegates or subcontracts any of its rights, duties or obligations under this Agreement, Facility 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 Client Agreements. MPI 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.

4.3 Client Listing. MPI will post to the MPI website a list of the Clients that have purchased the Network ("Client Listing").

4.4 Identification. MPI will require Clients to furnish Participants with a means of identifying themselves to Facility 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 Facility.

4.5 Direction. MPI will encourage Clients to provide a mechanism encouraging direction to Network Providers, which may include, but is 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.

V. BILLING AND PAYMENT

5.1 Submission of Claims. Facility will submit claims for payment within ninety (90) days of furnishing health care services at Facility's Billed Charges for such health care services. Claims received after this time period may be denied for payment by Client or User, and Facility shall not bill Client, User, MPI or Participant for such denied claims. Facility 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, Facility shall furnish to Client or MPI, all information reasonably required to verify the health care services provided by Facility 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 or Users subject to state or federal law with regard to timely payment of claims, Client will pay or arrange for User to pay Facility 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 or Users that are not subject to state or federal law with regard to timely payment of claims, Client will pay or arrange for User to pay Facility 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, Facility has the right not to honor the Contract Rate. A Clean Claim shall be deemed to have been paid by the Client or User, as applicable: (i) on the date that payment is transmitted to the Facility 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 Facility.

(c) Any payments due by Client or User, as applicable, under this Agreement shall be reduced by (i) any applicable co-payments, deductibles, and/or co-insurance, if any, specified in the Participant's Benefit Program, (ii) any service for which the Participant's Benefit Program does not provide coverage, and/or (iii) any service or procedure which is deemed by MPI and/or Client/User to be fraudulent, wasteful, abusive, or inconsistent with generally accepted clinical practices. Payment by Client or User, as applicable, shall be subject to Exhibits D-1 and D-2, the Participant's Benefit Program, the administrative handbook(s), and the application of industry standard coding and bundling rules, modifiers, and/or edits.

5.3 Disputed Claims.

(a) Pre Payment Disputed Claims. Client/User shall have the right, within thirty (30) business days of Client's/User's receipt of a claim and prior to payment of said claim, to provide Facility with written notification that a claim is not a Clean Claim containing all complete and accurate information required for adjudication or if Client/User has some other stated dispute with the claim. Client will pay or arrange for User to pay Facility at the Contract Rate(s) for Covered Services for all portions of the claim not in dispute. Facility shall provide the complete and accurate information requested within thirty (30) business days of Client's/User's request, and Client will 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. Facility may challenge whether payment to Facility was made in accordance with the terms of this Agreement by the provision of written notice to MPI and Client within one hundred and eighty (180) days following Facility's receipt of such payment from Client or User, otherwise such payment shall be deemed final.

5.4 Billing of Participants.

(a) Facility will use commercially reasonable efforts to 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/User, Facility will use commercially reasonable efforts to 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. Facility shall not routinely waive any portion of the Participant's payment obligations specified herein.

(b) *ValuePoint* Program Participants and Discount Card Program Participants shall be responsible for payment of the Contract Rates directly to Facility.

(c) Except as specified in Sections 5.4(a) and (b), Facility will not bill or require any Participant to tender any payment with respect to Covered Services. Furthermore, Facility will not bill or collect from the Participant (i) the difference between the Contract Rate agreed to in this Agreement and the Facility's Billed Charges, or (ii) any amounts not paid to Facility due to Facility's failure to file a timely claim or appeal, or due to the application of industry standard coding and bundling rules, modifiers, and/or edits.

5.5 Coordination of Benefits. Except as otherwise required by the Participant's Program, if Client/User is other than primary under the coordination of benefits rules, Facility will accept from Client or User, as applicable, 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. Facility will cooperate fully with MPI, Client, and/or User in providing information related to proper coordination of benefits.

VI. LIABILITY INSURANCE

6.1 Facility Insurance. Facility, at no expense to MPI, Client, or any Participant, will maintain through a policy of insurance or a self-funded arrangement, coverage for professional liability and comprehensive general liability at minimum levels of $1,000,000 per occurrence and $5,000,000 in the aggregate for Facility and its respective directors, officers, agents, employees and representatives against any event or loss which may impair the ability of Facility to fulfill its respective obligations as outlined in this Agreement. 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, Client or User to Facility will remain proprietary to MPI, Client or User respectively. Facility will not 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, Users, and Facility 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, Client and/or User may use the name of Facility as MPI, Client and/or User 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, Client and/or User to the media that Facility 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 Facility has a question or grievance regarding its rights or obligations under this Agreement or cannot resolve a dispute with a Client/User, Facility 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
16 Crosby Drive
Bedford, MA 01730

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 Facility 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. Facility 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 Facility. Such amendment by MPI shall be effective as of the effective date specified in the notice ("Amendment Effective Date") unless Facility gives written notice to MPI, within fifteen (15) days from the receipt of such notice, rejecting the proposed amendment. If Facility 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, Facility 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 MPI may assign any or all of its rights and obligations hereunder, without prior written approval of Facility, to an entity that directly or indirectly controls, or is controlled by, or is under common control with MPI.

9.6 Third Party Beneficiaries. Nothing contained in this Agreement will be construed to make MPI or Facility, and their respective directors, officers, employees, agents, and representatives liable to persons or entities 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 Facility.

9.8 Precedence. In the event of any conflict between the terms and conditions specified in this Agreement, including any Exhibits to this Agreement, the Participant's Benefit Program, and the administrative handbook(s), the following order of precedence will govern the applicable terms and conditions agreed upon by the parties: (i) the Participant's Benefit Program; (ii) Exhibit C (Coordinating Provisions-State/Federal Laws and Accreditation Standards); (iii) Exhibit A (Amendments); (iv) Exhibit B (Network Participation Requirements); (v) Exhibits D-1 and D-2 (Contract Rates); (vi) the base Agreement; and (vii) the administrative handbook(s).

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 transmitted by sender, 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 Facility:
Attn: Hospital Director
Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324

With a copy to:
Attn: Regional Director
MultiPlan, Inc.
25500 Commercentre Dr.
Suite 200
Lake Forest, CA 92630

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 not voluntarily serve as a class representative or member in litigation or arbitration adverse to the other.

EXHIBIT A
AMENDMENTS TO THE MPI PARTICIPATING FACILITY AGREEMENT

The terms and conditions specified in the MPI Participating Facility Agreement are further subject to the amendments set forth herein:

Delete Section 1.4 in its entirety and replace with the following:

1.4 Client means an insurance company, employer health plan, Taft-Hartley Fund, or organization that sponsors Program(s), administers Program(s) on behalf of a User or otherwise provides services to a User regarding such Programs. Client shall not include United Health Insurance Company.

Delete Section 2.1 in its entirety and replace with the following:

2.1 Effective Date; Term. This Agreement will become effective on the Effective Date and will terminate on September 30, 2026 , unless otherwise terminated as specified in this Agreement.

Delete Section 2.2 in its entirety and replace with the following:

2.2 Discretionary Termination. This Agreement may be terminated at any time, in the sole discretion of either party, by the provision of written notice at least ninety (90) days prior to the termination date specified in the notice.

Delete Section 2.3 in its entirety and replace with the following:

2.3 Termination for Material Breach.

(a) This Agreement may be terminated by MPI as to Facility or an individual Participating Facility, upon written notice to Facility, if (i) any action is taken which requires Facility to provide MPI with notice under Section 3.7 with respect to Facility or a Participating Facility; (ii) in the sole discretion of MPI, Facility or Participating Facility fails to comply with the quality management and/or credentialing/recredentialing program(s) specified in the administrative handbook(s); or (iii) Facility or Participating Facility fails to comply with any applicable state and/or federal law related to the delivery of health care services.

(b) This Agreement may be terminated by Facility as to MPI, if (i) any action is taken which requires MPI to provide Facility with notice under Section 4.6; or (ii) MPI fails to comply with any applicable state and/or federal law governing its performance under this Agreement.

(c) 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 to the reasonable satisfaction of the non-Breaching Party will result in termination as of the date specified in the notice.

Delete Section 2.5(a) in its entirety and replace with the following:

(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 VI, Article VII, Article VIII; and Section 9.3 and 9.11; and (ii) those rights, obligations, and liabilities incurred prior to the date of termination.

Delete Section 3.6 in its entirety and replace with the following:

3.6 On-Site Review. Subject to any applicable legal restrictions, and upon at least twenty (20) days prior written notice, Facility will permit and arrange for MPI and/or Client to conduct an on-site review of Facility's compliance with the terms of this Agreement. Such on-site reviews shall not unreasonably interfere with Facility's business and will be conducted during normal business hours.

Delete Section 3.7 in its entirety and replace with the following:

3.7 Notice of Actions. Facility will send written notice to MPI within ten (10) days of becoming aware of the following actions against Facility, Participating Facility, or any agent and/or employee thereof, even if such action is being appealed, if such action is related to, or involving, a Participant or materially affects Facility's or Participating Facility's ability to perform an obligation under this Agreement: (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., 16 Crosby Drive, Bedford, MA 01730.

Add the following section 4.6 to Article IV Rights and Obligations of MPI:

4.6 Notice of Actions. MPI will send written notice to Facility of any legal, governmental, or other action initiated or consummated against MPI, which could materially impair the ability of MPI to carry out its duties and obligations under this Agreement, including but not limited to actions related to:

(a) reduction in or cancellation of MPI's general liability insurance; or

(b) the sanction of MPI by any licensing, registration, certification or accrediting body whose jurisdiction encompasses MPI or any of the services offered by MPI; or

(c) MPI's conviction of any criminal offense related to healthcare or if MPI becomes debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program including Medicare and Medicaid; or

(d) Any final action of insolvency.

Delete Section 5.1 in its entirety and replace with the following:

5.1 Submission of Claims. Facility will submit claims for payment within three hundred and sixty five (365) days of furnishing health care services at Facility's Billed Charges for such health care services. Claims received after this time period may be denied for payment by Client or User, and Facility shall not bill Client, User, MPI or Participant for such denied claims. Facility 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, Facility shall furnish to Client or MPI, all information reasonably required to verify the health care services provided by Facility and the charges for such services.

Delete Section 5.2(b) in its entirety and replace with the following:

(b) Except as set forth in Section 5.3 and 5.4(b) herein, for those Clients or Users that are not subject to state or federal law with regard to timely payment of claims, Client will pay or arrange for User to pay Facility the Contract Rate for Covered Services within thirty (30) calendar 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) calendar days from the date of receipt of such Clean Claim, Facility has the right not to honor the Contract Rate. A Clean Claim shall be deemed to have been paid by the Client or User, as applicable: (i) on the date that payment is transmitted to the Facility 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 Facility.

Delete Section 5.2(c) in its entirety and replace with the following:

(c) Any payments due by Client or User, as applicable, under this Agreement shall be reduced by (i) any applicable co-payments, deductibles, and/or co-insurance, if any, specified in the Participant's Benefit Program, (ii) any service for which the Participant's Benefit Program does not provide coverage, and/or (iii) any service or procedure which is reasonably deemed by MPI and/or Client/User to be fraudulent, wasteful, abusive, or inconsistent with generally accepted clinical practices. Payment by Client or User, as applicable, shall be subject to Exhibits D-1 and D-2, the Participant's Benefit Program, the administrative handbook(s), and the application of industry standard coding and bundling rules, modifiers, and/or edits. Such coding and bundling rules shall not be arbitrary or unreasonable.

Delete Section 5.3(a) in its entirety and replace with the following:

(a) Pre Payment Disputed Claims. Client/User shall have the right, within thirty (30) calendar days of Client's/User's receipt of a claim and prior to payment of said claim, to provide Facility with written notification that a claim is not a Clean Claim containing all complete and accurate information required for adjudication or if Client or User, as applicable, has some other stated dispute with the claim. Client will pay or arrange for User to pay Facility at the Contract Rate(s) for Covered Services for all portions of the claim not in dispute. Facility shall provide the complete and accurate information requested within thirty (30) calendar days of Client's/User's request, and Client will pay or arrange for User to pay for Covered Services within thirty (30) calendar days of receipt of the additional and/or corrected information.

Delete the heading of Article VI and replace it with "Liability Insurance and Indemnification"

Add the following section 6.2 to Article VI, Liability Insurance and Indemnification:

6.2 Indemnification. To the extent permitted by state or federal law, each party shall indemnify and hold harmless the other party and its officers, directors, employees, agents, and permitted successors and assigns from and against any and all liability, loss, damage, claims or expenses of any kind, including without limitation, reasonable attorneys' fees and costs, which has been proven to arise from the negligent or willful acts or omissions of the indemnifying party regarding the duties and obligations of the indemnifying party pursuant to this Agreement. The parties agree to cooperate, when appropriate, in the defense of any claim.

Add the following section 6.3 to Article VI, Liability Insurance and Indemnification:

6.3 MPI Insurance. MPI will maintain through a policy of insurance or a self-funded arrangement, coverage for: (i) managed care professional liability at minimum levels of $3,000,000 in the aggregate; and (ii) comprehensive general liability at minimum levels of $1,000,000 per occurrence and $2,000,000 in the aggregate.

Delete Section 7.1 in its entirety and replace with the following:

7.1 Confidential Information. All information and materials provided by MPI, Client or User to Facility will remain proprietary to MPI, Client or User respectively. Facility will not disclose any of such information or materials or use them except as may be required to carry out its respective obligations under this Agreement. Notwithstanding the foregoing, either party may disclose such confidential information to its outside legal counsel, financial advisors, and/or auditors; provided that such legal counsel, financial advisors, and/or auditors have executed a confidentiality agreement to protect such confidential information. Additionally, Facility may disclose confidential information where required by state or federal law.

Delete Section 7.2 in its entirety and replace with the following:

7.2 Trademarks, Advertising, and Publicity. Except as set forth herein, MPI, Clients, Users, and Facility 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, Client and/or User may use the name of Facility as MPI, Client and/or User 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, Client and/or User to the media that Facility participates in the Network, and (ii) the creation and/or distribution of provider directories and other promotional materials. Notwithstanding the above, Facility will have the right to refer to itself as a Network Provider participating in the Network.

Delete Section 9.2 in its entirety and replace with the following:

9.2 Amendments. Facility 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 upon written agreement executed by both parties.

Delete Section 9.3 in its entirety and replace with the following:

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 of California. 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 San Bernardino County Superior court in California. 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.

Delete Section 9.4 in its entirety and replace with the following:

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, Facility 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. Exhibit C may be modified by MPI, from time to time, upon at least thirty (30) days prior written notice to Facility. Such modifications will take effect on the effective date specified in the notice.

Delete Section 9.5 in its entirety and replace with the following:

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, upon thirty (30) days prior written notice, but without prior written approval of Facility, to an entity that directly or indirectly controls, or is controlled by, or is under common control with MPI, provided that the proposed assignee is not and at no time has ever been convicted of any criminal offense related to health care nor is or has ever been debarred, excluded or otherwise ineligible for participation in any federal or state government health care program, including Medicare or Medicaid.

(b) Facility may assign any or all of its rights and obligations hereunder, upon thirty (30) days prior written notice but without prior written approval of MPI, to an entity that directly or indirectly controls, or is controlled by, or is under common control with Facility.

Delete Section 9.9 in its entirety and replace with the following:

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 served personally or mailed (postage prepaid), 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 served personally. 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 Facility:
Attn: Hospital Director
Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324

With a copy to:
Attn: Regional Director
MultiPlan, Inc.
25500 Commercentre Dr.
Suite 200
Lake Forest, CA 92630

Delete Section 9.11 in its entirety and replace with the following:

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 aclass action and agrees that it shall not voluntarily serve as a class representative or member in a class action litigation or class action arbitration adverse to the other.

Add the following section 9.12 to Article IX General Provisions:

9.12 HIPAA. MPI acknowledges that it is a Business Associate of a Covered Entity, as defined in the regulations promulgated at 45 C.F.R. Parts 160 and 164 (the "Privacy Standards") and that it will receive, use, and disclose Protected Health Information solely as permitted for a Business Associate under HIPAA and applicable state law. As a Business Associate that requests or receives PHI on behalf of a Covered Entity, MPI shall, as of the dates required by law, comply with all applicable Privacy Standards, subject to any modifications required by state law.

Add the following section 9.13 to Article IX General Provisions:

9.13 Non-Exclusivity. Nothing contained in this Agreement will prevent Facility from participating in or contracting with any insurer, network provider organization, exclusive provider organization, point of service plans, health maintenance organization, or otherwise entering into contracts regarding health care delivery with any other entity.**:**

Add the following section 9.14 to Article IX General Provisions:

9.14 MPI hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, MPI represents and warrants that, to the best of its knowledge, no proceedings or investigations are currently pending or currently threatened by any federal or state agency seeking to exclude MPI from such programs or to sanction MPI for any violation of any rule or regulation of such programs.

Add the following Section 9.15, to Article IX, General Provisions:

9.15 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

EXHIBIT B
NETWORK PARTICIPATION REQUIREMENTS

NETWORK ACCESS. The terms of this Agreement shall include Network Access for only those Networks identified in the grid below:

	Network Access/Participation
✕	Primary Network
✕	Complementary Network
✕	Workers' Compensation Network
✕	Auto Medical Network

1. **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.

2. **COMPLEMENTARY NETWORK PARTICIPATION REQUIREMENTS**. In addition to the terms and conditions specified in this Agreement, each Facility/Participating Facility listed on Exhibit E shall comply with the Complementary Network participation requirements set forth in this Exhibit B.

   2.1 Client Access. Complementary Network access is available only to Clients that have contracted with MPI to utilize the Complementary Network in conjunction with Clients' Benefit Programs either as an extended network or when the Benefit Program does not utilize another network as primary. Clients contracted with MPI to utilize the Complementary Network are not required to access the terms of this Agreement, including the Complementary Network Contract Rates, for a specific claim for Covered Services rendered to a Participant in the event that the Contract Rates for such Covered Services exceed the maximum amount of reimbursement eligible under the terms of the Participant's Benefit Program or the Client's/User's and/or MPI's reimbursement policies. The terms of this Agreement shall not apply to Client/User with respect to the specific claim that Client/User elects not to access as permitted hereunder, regardless of the identification requirements specified in Section 4.4 of this Agreement. Complementary Network Clients/Users may pay for Covered Services at an in- or out-of-network level.

   2.2 Identification. Client's Participants that access the Complementary Network may identify themselves by an MPI authorized name and/or logo on an identification card, and/or an MPI authorized name and/or logo on the Explanation of Benefits (EOB) form.

3. **WORKERS' COMPENSATION NETWORK PARTICIPATION REQUIREMENTS**.

   There are currently no additional Network participation requirements for the Workers' Compensation Network other than those specified in the administrative handbook(s).

4. **AUTO MEDICAL NETWORK PARTICIPATION REQUIREMENTS**.

   There are currently no additional Network participation requirements for the Auto Medical Network other than those specified in the administrative handbook(s).

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

I. INTRODUCTION:

1.1 Scope: To the extent of any conflict between the Agreement, including the administrative handbook as herein incorporated by reference, and this State Law Coordinating Provisions ("SLCP") Exhibit, this SLCP Exhibit shall supersede, govern and control to the extent required by federal and/or state law and to the extent that MPI, Provider and/or Client are subject to such federal or state law.

1.2 Terms: The terms used in this exhibit are the defined terms as specified in the applicable federal and/or state law. The specific form Agreement between the parties may utilize defined terms other than those noted in the federal and/or state law(s). For purposes of this exhibit, provider means a licensed facility or licensed, registered or certified health care professional(s) contracted to provide health care services under this Agreement.

1.3 Citations: The citations are current as of the date of this State Law Coordinating Provision. Recodification of statutory and/or regulatory citations does not nullify the intent of the provision.

II. FEDERAL LAW COORDINATING PROVISIONS:

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

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

III. STATE LAW COORDINATING PROVISIONS: CALIFORNIA

Where the statutory requirement is an additional obligation not otherwise specified in the Agreement, the parties agree that the statutory requirement will be added as an obligation. Where the statutory requirement specifically conflicts with a current obligation, the statutory requirement shall take precedence and replace the existing obligation as to the statutory requirement only, and shall not void any other valid provision of this Agreement. The statutory requirements identified below are limited to only those entities specifically covered by the statute.

3.1 As required by 10 CCR §2538.3(d), provider shall comply with insurer's Health Care Language Assistance Program requirements in accordance with 10 Calif. Code of Reg. § 2538.1 through § 2538.8. Provider shall contact insurer to obtain information on such Insurer's Health Care Language Assistance Program requirements.

3.2 As required by 10 CCR 2240.4(b)(2), network providers shall not make any additional charges for rendering network services except as provided for in the contract between the insurer and the insured.

3.3 As required by 10 CCR 2240.4(b)(4), provider's primary consideration shall be the quality of the health care services rendered to covered persons.

3.4 As required by 10 CCR 2240.4(b)(5), provider shall not discriminate against any insured in the provision of contracted services on the basis of sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, health status, health insurance coverage, utilization of medical or mental health or substance use disorder services or supplies, or other unlawful basis including without limitation, the filing by such insured of any complaint, grievance, or legal action against a provider.

3.5 As required by Cal. Ins. Code § 10133.15(j)(1) provider shall inform the insurer within five business days when either of the following occur: (a) the provider is not accepting new patients; or (b) if the provider had previously not accepted new patients, the provider is currently accepting new patients.

3.6 As required by Cal. Ins. Code § 10133.15(n)(1), provider groups or contracting specialized health insurers shall provide information to the insurer that is required by the insurer to satisfy the requirements of Cal. Ins. Code § 10133.15 for each of the providers that contract with the provider group or contracting specialized health insurer.

3.7 As required by Cal. Ins. Code § 10123.855(a)(1), the health insurer shall reimburse the treating or consulting health care provider for the diagnosis, consultation, or treatment of an insured or policyholder appropriately delivered through telehealth services on the same basis and to the same extent that the health insurer is responsible for reimbursement for the same service through in-person diagnosis, consultation, or treatment.

3.8 As required by West's Ann.Cal.Bus. & Prof.Code § 511.1(b)(1), the list of contracted providers may be sold, leased, transferred, or conveyed to other payors or other contracting agents. Payors or contracting agents may include workers' compensation insurers or automobile insurers.

3.9 As required by West's Ann.Cal.Bus. & Prof.Code § 511.1(b)(3), payors to which the list of contracted providers may be sold, leased, transferred, or conveyed may be permitted to pay a provider's contracted rate without actively encouraging the payors' beneficiaries to use the list of contracted providers when obtaining medical care.

IV. ACCREDITATION STANDARDS COORDINATING PROVISIONS:

There are no Accreditation Standards Coordinating Provisions at this time.

V. GEOGRAPHIC EXCEPTIONS COORDINATING PROVISIONS:

There are no Geographic Exceptions Coordinating Provisions at this time.

EXHIBIT D-1
CONTRACT RATES
INPATIENT SERVICES

I. INPATIENT SERVICES DEFINITIONS

1.1 DRG (MS) means the Diagnosis Related Group established by the Center for Medicare and Medicaid Services ("CMS") and in effect as of the date of discharge for a Participant's Inpatient Stay.

1.2 Inpatient Services means Covered Services provided by Participating Facility during an Inpatient Stay once a patient is assigned a room charge in accordance with Participating Facility's usual and customary practice, including but not limited to, room and board, nursing, pharmacy, and other ancillary services.

1.3 Inpatient Stay means the day or consecutive days of stay for which a patient receives Inpatient Services; provided that, if a patient is discharged and readmitted to Participating Facility within a 72 hour period for treatment of the same condition which occasioned the original hospitalization or a complication arising in connection with that condition, the days of stay before discharge and following readmission until final discharge will be considered one Inpatient Stay.

1.4 Per Case means the total rate amount, from admission to discharge, for defined Inpatient Services or Outpatient Services.

1.5 Per Claim means a flat rate amount for Inpatient Services per claim

1.6 Per Diem means the daily rate for Inpatient Services.

1.7 Per Procedure means a flat rate amount for Inpatient Services for each procedure.

1.8 Per Unit means a flat rate amount for Inpatient Services for each unit of service.

1.9 Per Visit means a flat rate amount for Inpatient Services per service date.

1.10 Staged Per Case means the total rate amount, from admission to discharge, for Inpatient Services where such Per Case amount may vary depending on the number of days of the Participant's Inpatient Stay (e.g., $1000 Per Case rate for 2 days, $1200 Per Case rate for 3 days, etc.).

II. BILLING AND PAYMENT OF INPATIENT SERVICES

2.1 Billing. Participating Facility is required to submit a Clean Claim consistent with the Centers for Medicare and Medicaid Services ("CMS") billing requirements and shall also include the Participating Facility's total Billed Charges for the services provided by Participating Facility during the Participant's Inpatient Stay.

2.2 Services included in the Contract Rate(s). Unless otherwise specified, the Contract Rates for those claims submitted by Participating Facility shall include, but are not limited to, physician and other professional fees billed by Participating Facility (unless otherwise covered through a separate agreement with MPI), nursing care and other care provided by any Participating Facility employee, diagnostic and therapeutic services, medications, supplies, durable medical equipment, materials for anesthesia, laboratory and radiological testing (including pre-operative testing) related to the provision of the surgical procedure, facility and ancillary services, and if applicable, and operating room and recovery room charges.

2.3 Administrative Fees. Participating Facility shall not charge Client or any Participant an administrative fee associated with the provision of Inpatient Services. All administrative services will be included in the payment for Inpatient Services rendered by Participating Facility.

2.4 Billing and Payment Requirements. Payment by Client or User, as applicable, shall be subject to this Exhibit D-1, the Participant's Benefit Program, the administrative handbook(s), and the application of industry standard coding and bundling rules, modifiers, and/or edits. In addition, any payments due by Client or User, as applicable, under this Agreement shall be reduced by any service or procedure which is deemed by MPI and/or Client/User to be fraudulent, wasteful, abusive, or inconsistent with generally accepted clinical practices.

2.5 Charge Master Cap.

(a) Charge Master Notice. As of December 1st of each calendar year, System will provide to MPI, written notice specifying whether there has been a change in the System's charge master for Participating Facility ("Charge Master Notice"). In the event that there is an increase in the System's charge master for Participating Facility, such Charge Master Notice will include the average annual increase in System's overall charge master for Participating Facility for the current year as compared to the previous year.

(b) Percentage Contract Rate Adjustment. If in any calendar year, the average increase in the System's overall charge master for Participating Facility (Actual Percentage Increase) is greater than five (5%) percent (the "Charge Master Cap"), any Contract Rate specified in this Agreement as a percentage of Participating Facility's Billed Charges shall be adjusted according to the following formula:

((1+ lower of the Charge Master Cap or the Actual Percentage Increase) divided by
(1+ Actual Percentage Increase)) multiplied by the original Contract Rate

(c) Cumulative Adjustments. In each successive year, adjustments of the Contract Rate shall be cumulative. System shall be responsible for reporting to MPI annually any Actual Percentage Increase in its charge master.

(d) Charge Master Review. Upon fifteen (15) days prior written notice to the System, MPI may review the supporting documentation utilized by System with regard to the information provided by System in the Charge Master Notice ("Charge Master Review"). System and Participating Facility agree to cooperate fully with MPI during such Charge Master Review. Based on the findings from such Charge Master Review, MPI may increase any Contract Rate per the Charge Master Cap provision specified herein.

III. INPATIENT SERVICES CONTRACT RATES

3.1 Inpatient Service Percentage of Billed Charges Contract Rate. Except as otherwise specified herein, the Contract Rate for Inpatient Services shall be equal to eighty (80%) percent of Participating Facility's Billed Charges, less any co-payment, deductible, and/or co-insurance, if any, specified in the Participant's Benefit Program.

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

4.1 Workers' Compensation Network Contract Rate. Unless otherwise required by law, the Contract Rate for Covered Services shall be equal to the lesser of (i) **eighty five (85%) percent** of the fee under the state or federal workers' compensation fee schedule, as applicable, or (ii) the Contract Rate(s) set forth in Article III of this Exhibit D-1; less any co-payment, deductible, and/or co-insurance, if any, specified in the Participant's workers' compensation Program.

4.2 Auto Medical Network Contract Rate. Unless otherwise required by law, the Contract Rate for Covered Services shall be equal to the lesser of (i) **ninety (90%) percent** of the fee under the state or federal auto medical fee schedule, as applicable, or (ii) the Contract Rate(s) set forth in Article III of this Exhibit D-1; less any co-payment, deductible, and/or co-insurance, if any, specified in the Participant's auto medical Program.

EXHIBIT D-2
CONTRACT RATES FOR PARTICIPATING FACILITIES
OUTPATIENT SERVICES

I. OUTPATIENT SERVICES DEFINITIONS

1.1 Outpatient Services means Covered Services provided by Participating Facility which are not Inpatient Services. Outpatient Services include, but are not limited to, ambulatory services, outpatient surgery, all preoperative laboratory and radiology testing performed prior to such treatment or surgery, all ancillary services performed on the day of outpatient treatment or surgery, emergency room services and all other outpatient medical services.

1.2 Per Case means the total rate amount, from admission to discharge, for defined Inpatient Services or Outpatient Services.

1.3 Per Claim means a flat rate amount for Outpatient Services per claim

1.4 Per Procedure means a flat rate amount for Outpatient Services for each procedure.

1.5 Per Unit means a flat rate amount for Outpatient Services for each unit of service.

1.6 Per Visit means a flat rate amount for Outpatient Services per service date.

II. BILLING AND PAYMENT OF OUTPATIENT SERVICES

2.1 Billing. Participating Facility is required to submit a Clean Claim consistent with the Centers for Medicare and Medicaid Services ("CMS") billing requirements and shall also include the Participating Facility's total Billed Charges for the services provided by Participating Facility. All pre-operative testing provided by Participating Facility should be part of the single bill for ambulatory surgery.

2.2 Services included in the Contract Rate(s). Unless otherwise specified, the Contract Rates for those claims submitted by Participating Facility shall include, but are not limited to, physician and other professional fees billed by the Participating Facility (unless otherwise covered through a separate agreement with MPI), nursing care and other care provided by any Participating Facility employee, diagnostic and therapeutic services, medications, supplies, durable medical equipment, materials for anesthesia, laboratory and radiological testing (including pre-operative testing) related to the provision of the surgical procedure, facility and ancillary services, and if applicable, and operating room and recovery room charges.

2.3 Administrative Fees. Participating Facility shall not charge Client or any Participant an administrative fee associated with the provision of Outpatient Services. All administrative services will be included in the payment for Outpatient Services rendered by Participating Facility.

2.4 Billing and Payment Requirements. Payment by Client or User, as applicable, shall be subject to this Exhibit D-2, the Participant's Benefit Program, the administrative handbook(s), and the application of industry standard coding and bundling rules, modifiers, and/or edits. In addition, any payments due by Client or User, as applicable, under this Agreement shall be reduced by any service or procedure which is deemed by MPI and/or Client/User to be fraudulent, wasteful, abusive, or inconsistent with generally accepted clinical practices.

2.5 Multiple Procedure Payment Rules. Unless otherwise required by law, in the event that multiple procedures are included on the claim with the same date of service, Client will pay or arrange for User to pay (i) one hundred (100%) percent of the applicable Contract Rate for the procedure with the highest Contract Rate, and (ii) a reduced percentage of the Contract Rate, as determined by MPI, for any additional procedures thereafter. MPI may, in its sole discretion and without notice, modify the codes subject to a multiple procedure payment reduction (e.g. surgical, diagnostic, therapy, etc.), as well as the percentage reduction applicable to such multiple procedures, which are based in part on CMS guidelines. Upon request from System, MPI will provide to System the specific codes administered by MPI that are subject to a multiple procedure payment reduction and/or the current percentage reduction applicable when multiple procedures are included on the claim.

2.6 Charge Master Cap.

(a) Charge Master Notice. As of December 1st of each calendar year, System will provide to MPI, written notice specifying whether there has been a change in the System's charge master for Participating Facility ("Charge Master Notice"). In the event that there is an increase in the System's charge master for Participating Facility, such Charge Master Notice will include the average annual increase in System's overall charge master for Participating Facility for the current year as compared to the previous year.

(b) Percentage Contract Rate Adjustment. If in any calendar year, the average increase in the System's overall charge master for Participating Facility (Actual Percentage Increase) is greater than five (5%) percent (the "Charge Master Cap"), any Contract Rate specified in this Agreement as a percentage of Participating Facility's Billed Charges shall be adjusted according to the following formula:

((1+ lower of the Charge Master Cap or the Actual Percentage Increase) divided by
(1+ Actual Percentage Increase)) multiplied by the original Contract Rate

(c) Cumulative Adjustments. In each successive year, adjustments of the Contract Rate shall be cumulative. System shall be responsible for reporting to MPI annually any Actual Percentage Increase in its charge master.

(d) Charge Master Review. Upon fifteen (15) days prior written notice to the System, MPI may review the supporting documentation utilized by System with regard to the information provided by System in the Charge Master Notice ("Charge Master Review"). System and Participating Facility agree to cooperate fully with MPI during such Charge Master Review. Based on the findings from such Charge Master Review, MPI may increase any Contract Rate per the Charge Master Cap provision specified herein

III. OUTPATIENT SERVICES CONTRACT RATES - PERCENTAGE OF BILLED CHARGES

3.1 Outpatient Service Percentage of Billed Charges Contract Rate. Except as otherwise specified herein, the Contract Rate for Outpatient Services shall be equal to eighty (80%) percent of Participating Facility's Billed Charges, less any co-payment, deductible, and/or co-insurance, if any, specified in the Participant's Benefit Program.

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

4.1 Workers' Compensation Network Contract Rate. Unless otherwise required by law, the Contract Rate for Covered Services shall be equal to the lesser of (i) **eighty five (85%) percent** of the fee under the state or federal workers' compensation fee schedule, as applicable, or (ii) the Contract Rate(s) set forth in Article III of this Exhibit D-2; less any co-payment, deductible, and/or co-insurance, if any, specified in the Participant's workers' compensation Program.

4.2 Auto Medical Network Contract Rate. Unless otherwise required by law, the Contract Rate for Covered Services shall be equal to the lesser of (i) **ninety (90%) percent** of the fee under the state or federal auto medical fee schedule, as applicable, or (ii) the Contract Rate(s) set forth in Article III of this Exhibit D-2; less any co-payment, deductible, and/or co-insurance, if any, specified in the Participant's auto medical Program.

EXHIBIT E
LIST OF LOCATIONS FOR PARTICIPATING FACILITIES

Facilities Participating Under This Agreement:	Address & General Phone Number	Claims Payment Address Claims Payment Office Phone Number	Facility's Tax ID Number and TIN Name	Facility's National Provider Identifier (NPI) Number & Medicare Number
Arrowhead Regional Medical Center	**400 N. Pepper Ave Colton, CA 92324 877-873-2762**	**400 N. Pepper Ave Colton, CA 92324 877-873-2762**	**956002748**	**NPI: 1558410212, 1639249915 Medicare: 050245**