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STATE OF WISCONSIN DANE COUNTY BRANCH _____

STATE OF WISCONSIN

v.

THE WISCONSIN CHIROPRACTIC
ASSOCIATION, a corporation,
RUSSELL A. LEONARD,

Case No. 01CV3568

DANE COUNTY WISCONSIN
01 DEC 28 PM 3:15
CIVIL COURT

FINAL JUDGMENT

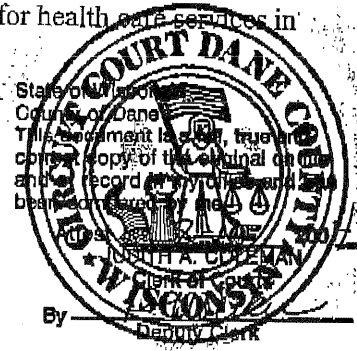
WHEREAS, the Wisconsin Department of Justice ("WDOJ"), having initiated an investigation of certain acts and practices of the Wisconsin Chiropractor Association ("WCA"), and its Executive Director, and Russell A. Leonard, hereinafter sometimes referred to as "defendants;"

WHEREAS, the State of Wisconsin simultaneously filed a Complaint in this matter pursuant to Secs. 133.16 and 133.17, Stats.;

WHEREAS, it now appearing that defendants and the State of Wisconsin are willing to enter into an agreement containing an order prohibiting those acts and practices, and providing for other relief, including civil forfeitures pursuant to Secs. 133.03(1), 133.03(3);

WHEREAS, the Office of the Attorney General of the State of Wisconsin ("Attorney General") is responsible for enforcement of the federal and state antitrust laws and is authorized to bring suit on behalf of the State and as parens patriae to protect its general economy;

WHEREAS, the defendants desire to assure the Attorney General and the community that they intend to operate in a manner that ensures that competition for health care services in Wisconsin will not be compromised now or in the future;



WHEREAS the defendants, desiring to resolve the Attorney General's concerns without trial or adjudication of any issue of fact or law, and before the taking of any testimony, have consented to entry of this Final Judgment;

WHEREAS the defendants, by signing this document containing the Final Judgment, represent that the full relief contemplated in the Final Judgment can be accomplished, that the defendants and their counsel have read the proposed Final Judgment and Order contemplated hereby, that the defendants understand that once the order has been issued they will be required to file one or more compliance reports showing that they have fully complied with the order, and that the defendants agree to comply with the proposed order from the date they sign this agreement; and

WHEREAS this Final Judgment is entered into for purposes of settlement only and is not an admission, or probative of liability by WCA or Leonard as to any issue of fact or law and may not be offered or received into evidence in any action, or otherwise be construed or interpreted, as an admission, or as being probative, of liability; it is hereby ordered:

I. JURISDICTION

This Court has jurisdiction over the subject matter of this action and each of the parties consenting to this Final Judgment. The complaint states claims upon which relief may be granted against the defendants under Section 133.03(1), Stats.

II. PARTIES

1. The "Wisconsin Chiropractic Association" ("WCA") is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Wisconsin, with its principal office and place of business located at 521 E. Washington Avenue, Madison,

Wisconsin 53703.

2. Defendant Russell A. Leonard is currently and has been the Executive Director of the WCA since 1990. His principal office or place of business is the same as that of respondent WCA.

III. DEFINITIONS

As used in this Final Judgment, it is ordered that the following definitions shall apply:

A. "Wisconsin Chiropractic Association" or "WCA" means Wisconsin Chiropractic Association, its directors, officers, employees, agents and representatives, predecessors, successors, and assigns; its subsidiaries, divisions, groups, and affiliates, controlled by WCA, and the respective directors, officers, employees, agents and representatives, successors, and assigns of each.

B. The individual defendant identified in Section II, above, means Russell Leonard, individually, and his representatives, agents, and employees.

C. "Person" means both natural persons and artificial persons, including, but not limited to, corporations, unincorporated entities, partnerships, and governments.

D. "Payer" means any person that purchases, reimburses for, or otherwise pays for all or part of any health care services, including, but not limited to, chiropractic services, for itself or for any other person. Payer includes, but is not limited to, any health insurance company; preferred provider organization; prepaid hospital, medical, or other health service plan; health maintenance organization; government health benefits program; employer or other person providing or administering self-insured health benefits programs; and patients who purchase health care for themselves.

E. "Provider" means any person that supplies health care services to any other person, including, but not limited to, chiropractors, physicians, and clinics.

F. "Reimbursement" means any payment, whether cash or non-cash, or other benefit received for the provision of chiropractic goods and services.

G. "Chiropractor" means a person licensed to engage in the practice of chiropractic.

H. "Participation agreement" means any agreement between a payer and a provider in which the payer agrees to pay the provider for the provision of health care services, and in which the provider agrees to accept payment from the payer for the provision of health care services.

IV.

IT IS HEREBY ORDERED that the defendants, directly or indirectly, or through any corporation or other device or agent, are enjoined from and shall forthwith cease and desist from:

- A. Requesting, proposing, urging, advising, recommending, advocating, or attempting to persuade in any way any person to fix, establish, raise, stabilize, maintain, adjust, or tamper with any fee, fee schedule, price, pricing formula, discount, conversion factor, or other aspect or term or condition of the fees charged or to be charged for any chiropractic goods or services.
- B. Creating, presenting, discussing, formulating, suggesting, encouraging adherence to, endorsing, or authorizing any fee or any list or schedule of fees for any health care goods or services, including, but not limited to, suggested fees, proposed fees, average fees, fee guidelines, discounts, discounted fees, reimbursement rate,

- capitation amounts, standard fees, recommended fees, or conversion factors.
- C. Entering into, adhering to, participating in, maintaining, organizing, implementing, enforcing, or otherwise facilitating any combination, conspiracy, agreement, or understanding:
1. To negotiate on behalf of any chiropractor or group of chiropractors regarding any term, condition, or requirement of dealing with any payer or provider; or
 2. To deal or refuse to deal with, boycott or threaten to boycott, any payer or provider; or
 3. To limit, discourage or prevent educational seminars for chiropractors.
- D. Requesting, proposing, urging, advising, recommending, advocating, or attempting to persuade in any way any chiropractor to accept or not accept any aspect, term, or condition of any existing or proposed participation agreement, including, but not limited to, the price to be paid for chiropractic goods or services.
- E. Soliciting from, or communicating to, any chiropractor any information concerning any other chiropractor's intention or decision with respect to entering into, refusing to enter into, threatening to refuse to enter into, participating in, threatening to withdraw from, or withdrawing from any existing or proposed participation agreement.
- F. 1. Organizing, sponsoring, facilitating or participating in any meeting or discussion that WCA or Leonard expects or reasonably should expect will

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facilitate communications concerning one or more chiropractors' intentions or decisions with respect to entering into, refusing to enter into, threatening to refuse to enter into, participating in, threatening to withdraw from, or withdrawing from any existing or proposed participation agreement; or

2. Organizing, sponsoring, facilitating or participating in any meeting or discussion any fee or list or schedule of fees for any health care goods or services, including, but not limited to, suggested fees, proposed fees, average fees, fee guidelines, discounts, discounted fees, standard fees, recommended fees, or conversion factors, are presented, suggested, endorsed, discussed or offered as a goal, benchmark or reference point for the pricing of any chiropractic service; or
3. Continuing a meeting or discussion where WCA or Leonard knows or reasonably should know that a person makes communications concerning one or more chiropractors' intentions or decisions with respect to entering into, refusing to enter into, threatening to refuse to enter into, participating in, threatening to withdraw from, or withdrawing from any existing or proposed participation agreement, and WCA or Leonard fails to eject such person from the meeting or discussion; or
4. Continuing a meeting or discussion where WCA or Leonard knows or reasonably should know that two or more persons make communications concerning one or more chiropractors' intentions or decisions with respect to entering into, refusing to enter into, threatening to refuse to enter into, participating in, threatening to withdraw from, or withdrawing from any existing

or proposed participation agreement; or

5. Continuing a meeting or discussion where WCA or Leonard knows or reasonably should know that any fee or any list or schedule of fees as described in subsection 2, herein above, has been or will be presented, suggested, endorsed, discussed or offered as a goal, benchmark or reference point for the pricing of any chiropractic service, by anyone participating in the meeting or discussion.

- G. For a period of one (1) year after the date that this order becomes final, or until June 30, 2002, whichever is earlier, initiating, originating, developing, publishing, or circulating the whole or any part of any proposed or existing fee survey for any health care goods or services.
- H. For a period of four (4) years beginning at the expiration of the period in Paragraph IV G of this order, initiating, originating, developing, publishing, or circulating the whole or any part of any proposed or existing fee survey for any health care goods or services unless (1) the data collection and analysis are managed by a third party; (2) the raw fee survey data is retained by the third party and not made available to WCA or Leonard; (3) any information that is shared among or is available to providers must be more than three months old; and (4) there are at least five providers reporting data upon which each disseminated statistic is based, no individual provider's data represents more than 25 percent on a weighted basis of that statistic, and any information disseminated is sufficiently aggregated such that it would not allow respondents or any other recipients to identify the prices charged or compensation paid by any particular provider.

- I. Requesting, proposing, urging, advising, recommending, advocating, or suggesting in any way that any chiropractor or non-chiropractor third-party, including without limitation chiropractors who are members of the Board of Directors of the WCA, district officers of the WCA, or schools of chiropractic, not participate, sponsor or attend any educational seminar dealing in whole or in part with any aspect of chiropractic.
- J. Inducing, suggesting, urging, encouraging, or assisting any person to take any action that, if taken by any defendant, would violate this order.
- K. Adopting, enforcing, or interpreting any by-law of the WCA or other policy of the WCA that conflicts any provision of this order in any respect.



Provided, however, that nothing contained in this order shall be construed to prohibit defendant WCA or Leonard from petitioning any federal or state government executive agency or legislative body concerning legislation, rule, or procedures, or to participate in any federal or state administrative or judicial proceeding, in so far as such activity is protected by the Noerr-Pennington doctrine.

Provided, however, that nothing in this Order shall be construed to prohibit the WCA or Leonard from referring to or explaining fees or contract terms so long as such references or descriptions do not include any comments upon the appropriateness or desirability of any fee, fee schedule or contract term.

V.

IT IS FURTHER ORDERED that WCA, for a period of four years from the date of this

Order shall:

- A. Maintain a copy of each document distributed at each meeting of the WCA's board of directors, WCA district meeting, or seminar or training session sponsored in whole or in part by the WCA for a period of four (4) years from the date of distribution, along with records showing the date of the meeting or seminar at which the document was distributed.
- B. Maintain a copy of each fee survey, or part thereof, distributed to any WCA member or members for a period of four (4) years from the last date of its distribution, along with records showing the date(s) of distribution and each person to whom the fee survey, or part thereof, was distributed.
- C. Maintain a copy of each document relating to any subject that is covered by any provision of this order and which is distributed to any WCA member or members for a period of four (4) years from the last date of its distribution, along with records showing the date(s) of distribution and each person to whom the document was distributed.
- D.
 1. Create detailed minutes of each meeting of the WCA board of directors, or any committee of the board, maintain such minutes in clearly identifiable form for a period of three years from the date of the meeting; and
 2. Audiotape each seminar or training session dealing in whole or in part with business topics sponsored in whole or in part by the WCA, and maintain such audiotapes in clearly identifiable form for a period of three years from date of such seminar or session.

VI.

IT IS FURTHER ORDERED that the WCA shall pay forthwith the amount of Sixty-two Thousand Five Hundred Dollars to the WDOJ pursuant to Sec. 133.03(3), Stats. within seven days of the entry of this order.

VII.

IT IS FURTHER ORDERED that WCA shall:

- A. Within thirty (30) days after the date that this order becomes final distribute a dated and signed notification letter in the form set forth in Appendix A of this order along with a copy of the complaint and order in this matter: (1) to each of its current officers and directors, and to each other agent, representative, or employee of the WCA whose activities are affected by this order, or who have responsibilities with respect to the subject matter of this order; (2) to each of its current members; and (3) to the designated registered agent on file with the Wisconsin Office of the Commissioner of Insurance for each payer set forth in Appendix B of this order. The notification letter, complaint and order shall be delivered in a format that does not include any additional communication from respondent WCA or any other person.
- B. For a period of four (4) years after the date of this Order, and within thirty (30) days of the date that the person assumes such position, distribute a dated and

signed notification letter in the form set forth in Appendix A of this order along with a copy of the complaint and order in this matter to each new officer and director of the WCA, and to each other new agent, representative, or employee of the WCA whose activities are affected by this order, or who have responsibilities with respect to the subject matter of this order. The notification letter, complaint and order shall be delivered in a format that does not include any additional communication from respondent WCA or any other person.

- C. For a period of four (4) years after the date that this order becomes final, provide each new member with a dated and signed notification letter in the form set forth in Appendix A of this order along with a copy of the complaint and order in this matter within thirty (30) days of the new member's admission to the WCA. The notification letter, complaint and order shall be delivered in a format that does not include any additional communication from respondent WCA or any other person.
- D. Publish a notification letter in the form set forth in Appendix A of this order along with a copy of this order and the complaint in an issue of *The Wisconsin Chiropractor* published no later than 60 days after the date that this order becomes final, and annually each year thereafter for a period of four (4) years. The notification letter, order and the complaint shall be published with such prominence as is given to regularly featured articles in *The Wisconsin Chiropractor*.
- E. WCA shall publish and disseminate to its members via the WCA newsletter or a website accessible to WCA members informative minutes of all meetings of the

board of directors of the WCA meetings within one month of any such meeting and such minutes shall include, without limitation, the contents of any motions made and detailed results of voting on said motions if a vote was taken and stating that detailed minutes are available upon request from the WCA on a timely basis; provided, however, the portion of the minutes dealing with confidential attorney-client communications, personnel issues, legislative strategies, communications with legislators, communications with government employees, political contribution strategies and specific complaints or information about individual practitioners need not be published or disseminated.

VIII.

IT IS FURTHER ORDERED that respondent WCA shall notify the Wisconsin Department of Justice at least thirty (30) days prior to any proposed change in the respondent, such as dissolution, assignment, sale resulting in the emergence of a successor corporation, or the creation or dissolution of subsidiaries or any other change in the respondent that may affect compliance obligations arising under this order.

IX.

IT IS FURTHER ORDERED that respondent Leonard shall, for a period of four (4) years after the date that this order becomes final:

- A. Notify the WDOJ within thirty (30) days of the discontinuance of his present

business or employment and of each affiliation with a new business or employment where the duties and responsibilities of such employment are subject to the provisions of this order. Each such notice of affiliation with any new business or employment shall include his new business address and telephone number, current home address, and a statement describing the nature of the business or employment and the duties and responsibilities.

- B. Provide a copy of the complaint and order in this matter to each new employer within seven (7) days of his employment where the duties and responsibilities of such employment are subject to the provisions of this order.
- C. Provided, further, however, that nothing contained in this order shall prohibit defendant Leonard, if and when he has terminated his employment with the WCA, from acting as an agent, employee or representative exclusively for a single provider or payer, from providing comments or advice on any matter to such single provider or payer, or determining or negotiating any terms, conditions, or requirements, including the price to be paid for any health care goods or services, upon which such single provider or payer will deal with any person.

X.

IT IS FURTHER ORDERED that:

- A. Within sixty (60) days after the date that this order becomes final, each respondent shall submit to the WDOJ a verified written report setting forth in detail the

manner and form in which the respondent intends to comply, is complying, and has complied with Paragraphs IV through VII of this order.

- B. One (1) year from the date that this order becomes final, annually for the next four (4) years on the anniversary of the date that this order becomes final, and at other times as the WDOJ may require, each respondent shall file a verified written report with the WDOJ setting forth in detail the manner and form in which the respondent has complied and is complying with Paragraphs IV through IX of this order.

XI.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this order, upon five business days written notice, each defendant shall permit any duly authorized representative of the WDOJ:

- A. To obtain access, during normal office hours and in the presence of counsel, to inspect and copy all books, ledgers, accounts, correspondence, memoranda, calendars, and other records and documents in the possession or under the control of defendant relating to any matter contained in this order; and
- B. To interview that defendant or any employee or representative of that defendant in the presence of counsel and without restraint or interference from that respondent.

XII.

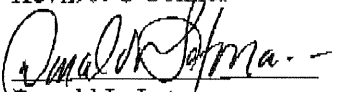
IT IS FURTHER ORDERED that the order shall become final upon service. Delivery by the U.S. Postal Service of the complaint and decision containing the agreed-to order to defendant's business address as stated in this order shall constitute service. Named defendants waive any right they may have to any other manner of service.

XIII.

IT IS FURTHER ORDERED that this order shall terminate ten (10) years from the date that this order becomes final.

JAMES E. DOYLE
Attorney General
State of Wisconsin



Kevin J. O'Connor

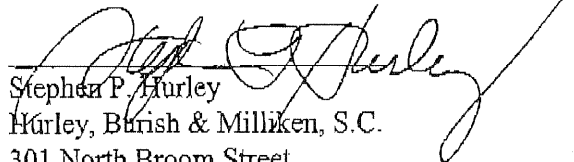

Donald L. Latorroca
Assistant Attorneys General
Office of Attorney General
123 W. Washington Ave.
Madison, Wisconsin 53707
(608) 266-8986
(608) 267-2797

WISCONSIN CHIROPRACTIC
ASSOCIATION

Sherry Walker, DC, President

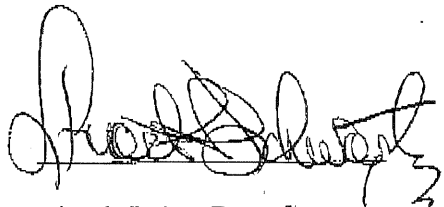
Roxane C. Busey
Gardner, Carton & Douglas
321 N. Clark Street, Ste. 3400
Chicago, Illinois 60610
(312) 245-8852
Counsel for WCA


Russell A. Leonard


Stephen P. Hurley
Hurley, Barish & Milliken, S.C.
301 North Broom Street
Madison, Wisconsin 53703
(608) 257-0945
Counsel for Russell A. Leonard

SO ORDERED:

Dated this 20th day of December 2001


Circuit Judge, Dane County

XIII.

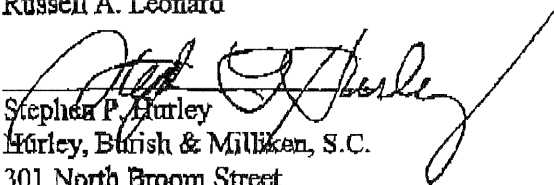
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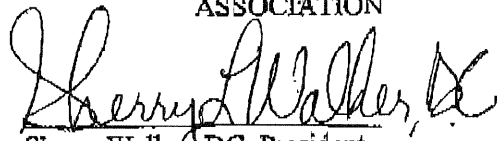
Donald L. Latorroca
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Stephen P. Hurley
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(608) 257-0945
Counsel for Russell A. Leonard

WISCONSIN CHIROPRACTIC
ASSOCIATION



Sherry Walker, DC, President

Roxane C. Busey
Gardner, Carton & Douglas
321 N. Clark Street, Ste. 3400
Chicago, Illinois 60610
(312) 245-8852
Counsel for WCA.

SO ORDERED:

Dated this _____ day of _____,

Circuit Judge, Dane County

12/21/01 14:28 FAX 608 257 5784

H. B. & M. S.C.

005

12/21/2001 14:11 7152469200
12/21/01 14:02 FAX 608 257 5784

WALKERCHIROP
H. B. & M. S.C.

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XIII.

IT IS FURTHER ORDERED that this order shall terminate ten (10) years from the date that this order becomes final.

JAMES E. DOYLE
Attorney General
State of Wisconsin

Kevin J. O'Connor

Donald L. Latorroca
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Madison, Wisconsin 53707
(608) 266-8986
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Russell A. Leonard

Stephica P. Hurley
Hurley, British & Milliken, S.C.
301 North Broom Street
Madison, Wisconsin 53703
(608) 257-0945
Counsel for Russell A. Leonard

SO ORDERED:

Dated this _____ day of _____

WISCONSIN CHIROPRACTIC
ASSOCIATION

Sherry Walker, D.C.
Sherry Walker, D.C., President

Roxane C. Busey
Roxane C. Busey
Gardner, Carton & Douglas
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Chicago, Illinois 60610
(312) 245-8852
Counsel for WCA.

Circuit Judge, Dane County

12/21/01 14:26 FAX 608 257 5764

H. B. & M. S.C.

12/21/2001 14:11 7152469288
12/21/01 14:02 FAX 608 257 5764

WALKERCHIROP
H. B. & M. S.C.

005

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XIII.

IT IS FURTHER ORDERED that this order shall terminate ten (10) years from the date that this order becomes final.

JAMES E. DOYLE
Attorney General
State of Wisconsin

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Sherry Walker, DC
Sherry Walker, DC, President

Roxane C. Bussey
Roxane C. Bussey
Gardner, Carter & Douglas
321 N. Clark Street, Ste. 3400
Chicago, Illinois 60610
(312) 245-8852
Counsel for WCA.

SO ORDERED:

Dated this _____ day of _____

Circuit Judge, Dane County

Appendix A

[Wisconsin Chiropractic Association Letterhead]

Dear Officer, Director, Agent, Representative, Employee, Member or Third Party Payer:

The Wisconsin Chiropractic Association ("WCA"), and its executive director, Russell A. Leonard, have entered into an agreement with the Wisconsin Department of Justice to settle charges that the WCA, acting through its executive director, violated the antitrust laws by, among other things, conspiring with at least some of the WCA's members and others to fix or to increase prices paid for chiropractic manipulation services and to boycott third-party payers to raise reimbursement rates for chiropractic manipulation services. As part of the settlement agreement, the WCA is required to send this notification letter and a copy of the complaint and order to each of its officer and directors, its agents, representatives, and employees who have responsibilities with respect to the subject matter of the order, its members, and third-party payers.

Under the terms of the order, the WCA and Leonard named are prohibited from:

- Fixing prices or encouraging others to fix prices for any chiropractic good or service (or, in the case of the individuals named, any health care goods or services);
- Creating, suggesting, or endorsing any list or schedule of fees to be charged for any health care good or service;
- Organizing, participating in, or enforcing any agreement (1) to negotiate on behalf of any chiropractor or group of chiropractors (or, in the case of Leonard, health care provider or group of health care providers) regarding any term, condition, or requirement of dealing with any payer or provider; or (2) to deal or refuse to deal with, boycott or threaten to boycott, any payer or provider;

- Advising, recommending, advocating, or attempting to persuade in any way any chiropractor (or, in the case of Leonard, any health care provider) to accept or not accept any aspect, term or condition of any existing or proposed participation agreement;
- Soliciting or communicating any chiropractor's (or, in the case of Leonard, any health care provider's) views, decisions or intentions concerning any participation agreement;
- Organizing, sponsoring, facilitating or participating in any meeting or discussion that the WCA or Leonard expects or reasonably should expect will facilitate communications concerning any chiropractor's intentions pertaining to any participation agreement;
- Conducting or distributing any fee survey for any health care good or service for a period of one year after the date the order becomes final, or before June 30, 2002, whichever is earlier. For an additional four (4) year period thereafter, the WCA and Leonard are permitted to conduct and distribute fee surveys, provided that (a) the data collection and analysis are managed by a third party; (b) the raw fee survey data is retained by the third party and not made available to the WCA or Leonard; (c) any information that is shared among or is available to providers is more than three months old; and (d) there are at least five providers reporting data upon which each disseminated statistic is based, no individual provider's data represents more than 25 percent on a weighted basis of that statistic, and any information disseminated is sufficiently aggregated that it would not allow respondents or any other recipients to identify the prices charged or compensation paid by any particular provider; and
- Discouraging anyone including chiropractors or schools of chiropractic medicine from sponsoring, participating in or attending seminars dealing with issues of chiropractic medicine.
- Encouraging or assisting any person to take any action that, if taken by the WCA or Leonard, would violate the order.

In addition, the WCA is required, under the terms of the order, to maintain better records, including, but not limited to, retaining copies of all materials distributed at WCA meetings and seminars. The WCA must also maintain audiotapes of its seminars. The WCA must also maintain a copy of each fee survey distributed to any WCA member, along with a record of its distribution. Finally, the WCA is required to maintain a copy of each other document relating to any subject that is covered by any provision of the order, along with a record of its distribution.

Nothing in the order prohibits either the WCA or Mr. Leonard from petitioning any

federal or state government executive agency or legislative body concerning legislation, rules, or procedures, or from participating in any federal or state administrative or judicial proceeding, in so far as such activity is protected by the Noerr-Pennington doctrine.

Copies of the complaint and order are enclosed.

/s/

Sherry Walker, D.C.

President

Wisconsin Chiropractic Association

Appendix B

Aetna Insurance Company of America	Lutheran Brotherhood
American Medical Security	Managed Health Services Ins. Corp.
Atrium Health Plan, Inc.	Medica Health Plans of Wisconsin
Blue Cross & Blue Shield United of Wisconsin	The Medical Associates Clinic Health Plan of WI
CNA Insurance	MercyCare Insurance Company
Compcare Health Services Insurance Corp.	Mutual of Omaha Insurance Company
Coordinated Care Health Plan of WI	Nationwide Mutual Insurance Company
The Dean Health Plan, Inc.	Network Health Plan of WI, Inc.
EMPHESYS Wisconsin Insurance Company	North Central Health Protection Plan
Employers Health Insurance Company	Physicians Plus Insurance Corp.
Equitable Insurance	Prevea Health Insurance Plan, Inc.
Family Health Plan Cooperative	Primerica Insurance Company
Farmers Insurance Group	PrimeCare Health Plan, Inc.
Federated Mutual Insurance	Rural Mutual Insurance Company
Greater La Crosse Health Plan, Inc	Security Health Plan of WI, Inc.
Group Health Cooperative of Eau Claire	Sentry Insurance
Group Health Cooperative of South Central Wisconsin	Touchpoint Health Plan, Inc.
Gundersen Lutheran Health Plan, Inc.	Travelers Insurance Company
Heritage Mutual Insurance Company	Unity Health Plans Insurance Corp.
Humana Wisconsin Health Org. Ins. Corp.	Valley Health Plan, Inc.
Liberty Insurance Corporation	Wausau Insurance Company

Appendix B

Wisconsin Mutual Insurance Company

Wisconsin Physician Services Insurance
Company

WPPN/MultiPlan