

PROVIDER PARTICIPATION AGREEMENT

This Provider Participation Agreement and all appendices hereto (“Agreement”) is made by and between the provider named on the signature page of this agreement (“Provider”) and Health Net Federal Services LLC, on behalf of itself and its affiliates (“HNFS”), a wholly-owned subsidiary of Centene Corporation (“Company”).

RECITALS

A. Provider has the legal authority to enter into this Agreement, and to deliver or arrange for the delivery of Contracted Services.

B. HNFS has the legal authority to enter into this Agreement, and to perform the obligations of HNFS hereunder with respect to the Benefit Programs.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereby agree as follows:

I. DEFINITIONS

Many words and terms are capitalized throughout this Agreement to indicate that they are defined as set forth in this Article I.

1.1 Beneficiary. A person who is properly enrolled in and/or eligible to receive Covered Services under a Benefit Program at the time services are rendered. The parties acknowledge that the term “Member” may be used interchangeably with “Beneficiary” by HNFS in related materials, such as, for example, Benefit Program documents covering various products, marketing materials, HNFS Policies including without limitation the Provider Manual, correspondence, forms, and similar documents. For purposes of reference in this Agreement, the term Beneficiary includes the term Member wherever used.

1.2 Benefit Program. The group agreement, evidence of coverage, summary plan description or similar agreements in effect at the time Covered Services are rendered, including but not limited in type to individual, group, family, Medicare or Medicaid, whereby HNFS or any Payor is obligated to provide or arrange for Covered Services or compensation therefore, to Beneficiaries in accordance with the provisions contained in such agreements, plans and contracts.

1.3 Benefit Program Requirements. The rules, procedures, policies, protocols and other conditions to be followed by Participating Providers and Beneficiaries at the time Covered Services are rendered with respect to providing and receiving Covered Services under a particular Benefit Program as set forth in the Benefit Program documents.

1.4 Clean Claim. A Clean Claim means a request submitted to HNFS or a Payor by Provider for payment of Contracted Services that may be processed by HNFS or a Payor without obtaining additional information from Provider or from a third party. The specific data elements required for a claim to be deemed a Clean Claim are included in HNFS Policies and may be modified from time to time by HNFS in its sole discretion.

The definition of Clean Claim is applicable to this Agreement unless otherwise defined in an addendum or product policy.

1.5 Coinsurance. That portion, if any, of the cost of Covered Services that a Beneficiary is obligated to pay under a particular Benefit Program which is calculated as a percentage of the contracted reimbursement rate for such services. Coinsurance does not include Copayments or Deductibles.

1.6 Contracted Services. All Covered Services that are (a) within the appropriate scope of practice of Provider, (b) to be provided to a Beneficiary under the terms of the applicable Benefit Program in effect at the time services are rendered, and (c) compensated in accordance with this Agreement. Contracted Services shall not include Excluded Services.

1.7 Coordination of Benefits. The allocation of financial responsibility between two (2) or more Payors of health care services, each with a legal duty to pay for or provide Covered Services to a Beneficiary at the same time.

1.8 Copayment. That portion, if any, of the cost of Covered Services that a Beneficiary is obligated to pay under a particular Benefit Program, which is a fixed dollar amount that generally is indicated on the Beneficiary's identification card and is paid at the time services are rendered. Copayments do not include Coinsurance or Deductibles.

1.9 Covered Services. The health care services, equipment and supplies that are covered benefits under a Benefit Program.

1.10 Deductible. The amount of money, if any, that a Beneficiary must pay before the Benefit Program pays certain benefits for Covered Services. Deductibles do not include Coinsurance or Copayments.

1.11 Emergency. Unless otherwise defined by the Benefit Program, the term "Emergency" shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson who possesses average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in (a) placing the health of the individual (and in the case of a pregnant woman, her health or that of her unborn child) in serious jeopardy, or (b) serious impairment to bodily functions, or (c) serious dysfunction of any bodily organ or part.

1.12 Emergency Services. Covered Services that are needed immediately because of an Emergency.

1.13 Excluded Services. Those health care services, equipment and supplies that are determined by HNFS or a Payor not to be Covered Services under the applicable Benefit Program in effect at the time services are rendered and for which Provider may bill the Beneficiary.

1.14 Facility(ies). All service locations operated or subcontracted by Provider at the time that Contracted Services are provided under this Agreement. Provider's service locations as of the date this Agreement is executed by the parties are listed after the signature page of this Agreement. Provider shall update the listing of service locations after the signature page of this Agreement as changes, additions or deletions occur, but failure to update shall not be deemed or construed to exclude any service location from the definition of Facilities under this Section 1.14.

1.15 HNFS Policies. The policies, procedures and programs established by HNFS or Payor and applicable to Participating Providers in effect at the time Contracted Services are rendered, including without limitation the Provider Manual, grievance and appeal procedures, provider dispute and/or appeal process, drug formulary or preferred drug list, fraud detection, recovery procedures, eligibility verification, payment and review policies, coding guidelines, anti-discrimination requirements, medical management programs, and Benefit Program Requirements. The medical management program includes HNFS's credentialing and re-credentialing, utilization management, quality improvement, peer review, medical and other record reviews, outcome rate reviews, prior authorization, Referral and other policies related to the rendition by Participating Providers of Covered Services to Beneficiaries.

1.16 Medically Necessary. The term "Medically Necessary" shall have the same meaning as that term has in the applicable Benefit Program, unless otherwise required by applicable State or federal law, in which case such term shall have the meaning required by applicable State or federal law.

1.17 Participating Provider. A hospital, physician, physician organization, other health care provider, supplier, or other organization that has met HNFS credentialing and/or re-credentialing requirements, if any, and has, or is governed by, an effective written agreement directly with HNFS, or indirectly through another entity, such as another Participating Provider, to provide Covered Services.

1.18 Payor. Any public or private entity contracted directly or indirectly with HNFS which provides, administers, funds, insures or is responsible for paying Participating Providers for Covered Services rendered to Beneficiaries under a Benefit Program, including without limitation Self-Funded Health Plans, and authorized by HNFS to access Provider's services under this Agreement.

1.19 Professional Provider. The physicians, allied health professionals and other health care providers, if any, who contract with Provider or are employed by Provider, and who have been accepted by HNFS to provide Contracted Services to Beneficiaries pursuant to this Agreement.

1.20 Provider Manual. The written compilation of policies, procedures, protocols and other information applicable to Participating Providers. The Provider Manual is available on HNFS's website at www.hnfs.com.

1.21 Referral. Referral of a Beneficiary by a Participating Provider, that may be required under a Benefit Program or a HNFS Policy, to another health care provider, prior to the rendition of Covered Services, usually for a specified number of visits or type or duration of treatment.

1.22 Self-Funded Health Plan. A Self-Funded Health Plan is a Benefit Program that HNFS administers, but does not insure or underwrite the liability of, and that retains the financial responsibility for payment of (a) claims for coverage under such Benefit Programs, and (b) any expenses incident to the Benefit Program except those specifically assumed by HNFS in any administrative services agreement between the Self-Funded Health Plan or its sponsor and HNFS. HNFS is not the Payor for any Self-Funded Health Plan.

1.23 State. The State where services supplies, or equipment are provided.

II. REPRESENTATIONS AND DUTIES OF PROVIDER

2.1 Representations, Warranties and General Obligations. Provider represents, warrants and agrees on behalf of itself, and to the extent that Provider is not an individual Provider for each of its Facilities and Professional Providers, as applicable, that:

2.1.1 Provider is licensed or certified, as applicable to the Contracted Services, without restriction or limitation by the State to provide Contracted Services;

2.1.2 Provider operates and provides Contracted Services in compliance with all applicable local, State, and federal laws, rules, regulations and institutional and professional standards of care;

2.1.3 Provider is certified to participate in Medicare under Title XVIII of the Social Security Act, and in Medicaid under Title XIX of the Social Security Act or other applicable State law pertaining to Title XIX of the Social Security Act;

2.1.4 Provider is not debarred or suspended from a state or federal health care program;

2.1.5 Provider is accredited or certified by the accrediting or certifying organization(s) listed on the signature page of this Agreement, if any;

2.1.6 Provider shall notify HNFS in writing, thirty (30) days in advance, of any changes to federal tax identification numbers. Provider agrees to compensate HNFS for any IRS fine associated with incorrect federal tax identification numbers, should Provider fail to notify HNFS in writing, prior to the change;

2.1.7 Provider shall maintain applicable licensure, compliance, eligibility, certification and accreditation throughout the term of this Agreement, and shall immediately notify HNFS of any changes or if Provider becomes suspended or debarred from a state or federal health care program;

2.1.8 Provider has the unqualified authority to and hereby binds itself, and any Facilities and Professional Providers covered by this Agreement, to the terms and conditions of this Agreement, including any HNFS Policies, the Provider Manual, addenda appendices, attachments and exhibits, extensions and renewals, as applicable in effect at the time Covered Services are rendered. In the event Provider does not possess the right to legally bind any of its Facilities or Professional Providers to this Agreement, Provider shall ensure that, as a condition of their participation under this Agreement, each such Facility or Professional Provider executes an Election to Participate described in Section 2.4. If Provider has written agreements with its Professional Providers and/or Facilities, Provider represents and agrees that (a) the terms of such agreements do not conflict with the terms of this Agreement, (b) the terms of this Agreement shall apply in any situation where there is any inconsistency or conflict between the terms of this Agreement and the terms of any such agreement or with respect to any matter which is not addressed in any such agreement between Provider and the Professional Provider/Facility, and (c) that this provision shall supersede any similar provision in any agreement between Provider and Professional Provider/Facility;

2.1.9 Provider shall comply with HNFS Policies during the term of this Agreement and any extensions or renewals thereof. Provider agrees that it will be bound by any changes to the HNFS Policies within thirty (30) days of notice of said changes;

2.1.10 Provider shall render Contracted Services using the same standard of care, skill and diligence as is customarily used by similar providers in the United States of America, and in the same manner, and with the same availability, as Provider renders services to its other patients;

2.1.11 Provider shall maintain such physical plant, equipment, patient service personnel and allied health personnel as may be necessary to provide Contracted Services; and

2.1.12 Provider acknowledges that HNFS is relying upon the representations, warranties, and general agreements set forth in this section in making its decision to enter into this Agreement and in performing its obligations under this Agreement. The representations, warranties and general agreements set forth in Section II are continuing and shall survive termination of this Agreement with respect to Contracted Services delivered during the term of this Agreement and any extensions or renewals thereof.

2.2 Provision of Services. Provider agrees to render Contracted Services to Beneficiaries of Benefit Programs under the terms and conditions of this Agreement and any addenda attached hereto. HNFS may add new Benefit Programs and/or Payors by addendum(a) to this Agreement in accordance with Section 7.1.

2.3 Non-Discrimination. Provider shall not discriminate against any Beneficiary in the provision of Contracted Services hereunder, whether on the basis of the Beneficiary's coverage under a Benefit Program, age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, source of payment, utilization of medical or mental health services, equipment, pharmaceuticals or supplies, or other unlawful basis including, without limitation, the filing by such Beneficiary of any complaint, grievance or legal action against Provider, HNFS or Payor. Provider agrees to make reasonable accommodations for Beneficiaries with disabilities or handicaps, including but not limited to, providing such auxiliary aides and services to Beneficiaries as are reasonable, necessary and appropriate for the proper rendering of Contracted Services at the Provider's expense.

2.4 Subcontracting. The following requirements shall survive termination of this Agreement with respect to Contracted Services rendered during the term of the Agreement and apply if any of the Contracted Services are to be provided by a subcontractor, including without limitation any Facilities or Professional Providers, but excluding employees and routine vendors required in the normal course of Provider's business such as laundry suppliers and the like.

2.4.1 Provider and the subcontractor shall enter into a written agreement that expressly provides (a) that the rendering of Contracted Services by the subcontractor is subject to and agrees to comply with the terms of this Agreement, (b) that the subcontractor agrees to seek payment solely and exclusively from Provider, and (c) that the subcontractor shall hold HNFS, Payor, and Beneficiaries harmless from and against any and all claims for payment for such services. Provider shall furnish HNFS with copies of the form of any such existing subcontracts within ten (10) days of execution of this Agreement.

2.4.2 Every such subcontract shall comply with all applicable local, State and federal laws, be consistent with the terms and conditions of this Agreement, and be terminable with respect to Beneficiaries, Benefit Programs and/or Contracted Services upon request of HNFS.

2.4.3 Provider shall not subcontract either directly or indirectly, with any provider or supplier that has been excluded from participation in the Medicare Program or in the State Medicaid program under Section 1128 of the Social Security Act.

2.4.4 Each such subcontractor shall meet applicable HNFS credentialing and re-credentialing requirements, prior to the subcontract becoming effective with respect to Contracted Services.

2.4.5 Provider agrees to be solely responsible to pay the subcontractor and Provider shall hold, and ensure that subcontractors hold, HNFS, Payor, and Beneficiaries harmless from and against any and all claims which may be made by such subcontractors in connection with Contracted Services rendered to Beneficiaries under any such subcontract, except for any amounts permitted in accordance with Section 4.3.

2.4.6 In the event that any of Provider's subcontracts fail to comply with the requirements set forth herein, HNFS and/or Payor shall not be required to recognize the existence or validity of the subcontract with respect to Beneficiaries, Benefit Programs and/or Covered Services. HNFS and/or Payor shall further have the right, but not the obligation, to directly pay subcontractors submitting claims for Contracted Services, and Provider shall indemnify and hold harmless HNFS and/or Payor for all such payments and related costs.

2.5 HNFS Policies. Provider agrees to participate in, cooperate with and comply with all HNFS Policies, as amended from time to time, which are hereby incorporated by reference to this Agreement. Provider acknowledges that HNFS may implement changes in a HNFS Policy without Provider's consent and that such changes are not subject to the terms of Section 7.1 of the Agreement. Section 3.2 of this Agreement outlines the dissemination and notice of the HNFS Policies to Provider.

2.6 Credentialing Program. Provider shall submit to HNFS or its designee any applicable credentials application or re-credentialing application that meets minimum requirements of HNFS. In no event will this Agreement be executed by HNFS, nor will Provider or any Professional Provider or subcontractor begin performing or continue to perform, as applicable, Provider's obligations under this Agreement, until Provider and/or such Professional Provider and/or such Facility has satisfied applicable credentialing or re-credentialing requirements, if any. Failure to submit re-credentialing materials may, at HNFS's option, subject the Professional Provider to suspension or termination under this Agreement, or termination of this Agreement in its entirety.

2.7 Notice of Adverse Action. Provider shall notify HNFS within five (5) days of the occurrence of any of the following:

2.7.1 Any action taken to restrict, suspend or revoke Provider's, a Facility's and/or Professional Provider's license or certification to provide Covered Services;

2.7.2 Any suit or arbitration action brought by a Beneficiary against Provider, a Facility and/or Professional Provider for malpractice, and Provider shall send HNFS a summary of the final disposition of such action;

2.7.3 Any misdemeanor conviction or felony information or indictment naming Provider, a Facility and/or a Professional Provider, and Provider shall send HNFS a summary of the final disposition thereof;

2.7.4 Any disciplinary proceeding or action naming Provider, a Facility and/or a Professional Provider before an administrative agency in any state;

2.7.5 Any cancellation or material modification of the professional liability insurance required to be carried by Provider, a Facility and/or a Professional Provider under the terms of this Agreement;

2.7.6 Any action taken to restrict, suspend or revoke Provider's, a Facility's and/or a Professional Provider's participation in Medicare, Medicaid, CHAMPUS, or TRICARE, or any succeeding program;

2.7.7 Any action which results in the filing of a report on Provider, a Facility and/or a Professional Provider under State laws and/or regulations relating to the provision of, or the billing and payment for, Covered Services;

2.7.8 Any other event or situation that could materially affect Provider's ability to carry out Provider's duties and obligations under this Agreement.

2.8 Professional Liability Insurance. Provider shall maintain professional liability insurance in an amount no less than the greater of the following: (i) the amount required by law of the authorizing State; (ii) the amount required by the Federal Acquisition Regulation; (iii) the amount required by the accrediting body having jurisdiction over Provider; (iv) the amount required, if any, by the Provider's participation in a state liability pool / fund; or (v) for Institutional Provider three million dollars (\$3,000,000) per claim and ten million dollars (\$10,000,000) in the aggregate of all claims per policy year, and for Professional Provider two hundred thousand dollars (\$200,000) per claim and six hundred thousand dollars (\$600,000) in aggregate of all claims per policy years. Provider agrees to provide HNFS with written evidence, acceptable to HNFS, of such insurance coverage within three (3) days of such request by HNFS. Provider also agrees to notify, or to ensure that its insurance carriers notify, HNFS at least thirty (30) days prior to any proposed termination, cancellation or material modification of any policy for all or any portion of the coverage required herein. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than three (3) years after the end of the contract term must also be provided, or as long as may be required by local law or ordinance. In all cases, each Professional Provider and Facility must have medical malpractice coverage, except for providers that are federal entities, or state entities that are self-insured by the State. Notwithstanding any insurance coverages of Provider, nothing in Section 2.8 shall be deemed to limit or nullify Provider's indemnification obligations under this Agreement.

2.9 Non-Solicitation. Neither Provider nor any employee, agent nor subcontractor of Provider shall solicit or attempt to convince or otherwise persuade any Beneficiary to discontinue participation in any Benefit Program or in any other manner interfere with HNFS's contract and/or property rights. Notwithstanding the foregoing, HNFS in no way restricts Provider from discussing medical treatment options with Beneficiaries regardless of Benefit Program coverage options. Further, HNFS and Provider, and its employees and subcontractors shall portray each other in a positive light to Beneficiaries and the public.

III. REPRESENTATIONS AND DUTIES OF HNFS

3.1 Benefit Programs. HNFS may modify, add or delete Benefit Programs and/or Benefit Program Requirements from time to time and at any time as HNFS deems appropriate in HNFS's sole discretion, and shall

use reasonable efforts to provide timely notification to Provider of any such Benefit Program and/or Benefit Program Requirement modifications, additions or deletions; provided that the addition of a Benefit Program shall be subject to Section 7.1.

3.2 HNFS Policies. HNFS shall develop policies and operate programs to promote the delivery of cost effective health care services by Participating Providers. HNFS shall furnish Provider with copies of, or electronic access to, operation manuals containing the provisions of relevant HNFS Policies and the methods of administration of this Agreement, including without limitation, appeals procedures, and billing and accounting of Contracted Services rendered hereunder. HNFS shall have the right to modify, add or delete HNFS Policies from time to time and at any time as HNFS deems appropriate in HNFS's sole discretion. HNFS shall use reasonable efforts to provide timely notification to Provider of any such modifications, additions or deletions. Such changes to HNFS Policies are not subject to the provisions of Section 7.1 of this Agreement.

3.3 Insurance. HNFS shall maintain insurance programs or policies appropriate and necessary to protect itself and its employees against any claim for damages arising by reason of personal injury or death of a Beneficiary.

3.4 Reporting to Regulators. HNFS and/or Payor shall accept sole responsibility for filing reports, obtaining approvals and complying with applicable laws and regulations of State, federal and other regulatory agencies having jurisdiction over HNFS and/or Payor; provided, however, that Provider agrees to cooperate in providing HNFS and/or Payor with any information and assistance reasonably required in connection therewith, including without limitation, permitting the regulatory agencies to conduct periodic site evaluations of Provider, Facilities, Professional Providers and any of their equipment, operations, and billing and medical records of Beneficiaries.

IV. COMPENSATION

4.1 Payment Rates. HNFS or Payor shall pay, and Provider shall accept as payment in full for Contracted Services the amounts payable by HNFS or Payor as set forth in the applicable Addendum, Schedule and Exhibit to this Agreement, less Copayments, Coinsurance and Deductibles payable by Beneficiaries in accordance with the applicable Benefit Program or as otherwise permitted by Section 4.5 of this Agreement.

4.2 Billing and Payment. The terms of Section 4.2 shall survive termination of this Agreement with respect to Contracted Services rendered during the term of the Agreement:

4.2.1 **Billing.** If Provider is compensated on a fee-for-service basis, Provider shall submit to HNFS or the applicable Payor, via the electronic claims submission program or hardcopy as determined by HNFS or the applicable Payor, Clean Claims. HNFS and/or Payor is the secondary payor under Coordination of Benefits. Provider shall submit Clean Claims accompanied by the explanation of benefits (EOB) or explanation of payment (EOP) from the primary Payor to HNFS or the applicable Payor within ninety (90) days of the date of the EOB/EOP. If Provider fails to comply with the timely claims submission/filing requirements set forth herein, neither HNFS nor Payor shall have any obligation to pay such claims and Provider shall be prohibited from billing the Beneficiary as set forth in Section 4.3 hereof.

Provider agrees to comply with HNFS Policies when billing and collecting and/or appealing payment for Contracted Services rendered pursuant to this Agreement. Provider agrees that HNFS

and/or Payor shall have the right to determine the accuracy, appropriateness and reasonableness of all Clean Claims submitted to it, including but not limited to verification of diagnostic codes, DRG assignment, procedure codes and any and all other elements of the submitted claim that affect the liability of HNFS and/or Payor. Based on its review of the accuracy, appropriateness and reasonableness of claims information submitted by Provider, HNFS and/or Payor may modify such information and use the modified information as the basis for payment of Contracted Services. HNFS and/or Payor shall include with its payment an explanation of the reasons for any modification of submitted information.

4.2.2 **Payment.** HNFS or Payor shall make payment on each of Provider's timely-submitted Clean Claims in accordance with this Agreement or pursuant to the timeframes and procedures required by State and federal law as applicable. In no event shall HNFS be under any obligation to pay Provider for any claim, payment of which is the responsibility of another Payor under a particular Benefit Plan, including without limitation Self-Funded Health Plans.

4.3 **Beneficiary Held Harmless.** Provider agrees that in no event, including, but not limited to, non-payment by HNFS or a Payor, insolvency of HNFS or a Payor, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Beneficiaries or persons acting on their behalf other than HNFS or a Payor for Contracted Services provided pursuant to this Agreement. This provision shall not prohibit collection of Copayments, Coinsurance or Deductibles made in accordance with applicable Benefit Program Requirements.

Provider further agrees that: (a) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Beneficiaries, and (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Beneficiaries or persons acting on their behalf.

At HNFS's option, the terms of the binding arbitration provisions of this Agreement shall not apply to HNFS's actions to enforce the terms of this provision against Provider, Professional Providers, Facilities, or any of their subcontractors; specifically, in the event Provider fails to cure to HNFS's reasonable satisfaction breach of this provision immediately upon written notice, HNFS may pursue legal or regulatory action to enforce the terms of this section in addition to any other remedy granted to HNFS under law or in equity. Provider shall pay HNFS for its reasonable attorney's fees and costs of enforcement.

4.4 **Conditions for Compensation for Excluded Services.** Provider may bill a Beneficiary for Excluded Services rendered by Provider to such Beneficiary only if the Beneficiary is notified in advance that the services to be provided are not Covered Services under the Beneficiary's Benefit Program, and the Beneficiary requests in writing that Provider render the Excluded Services, prior to Provider's rendition of such services.

4.5 **Coordination of Benefits and Third Party Recovery Programs.** Provider shall cooperate and comply with HNFS's coordination of benefits and third party recovery programs as described in HNFS's Provider Manual.

V. TERM AND TERMINATION

5.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless terminated pursuant to Section 5.2, 5.3, 5.4, or 5.5. Regardless of the Effective Date or any

renewal date of this Agreement, Provider shall not begin providing Contracted Services to Beneficiaries and HNFS shall have no obligation to pay for such services until the completion of HNFS's or a Payor's credentialing, re-credentialing and certification processes, if any.

5.2 Immediate Suspension or Termination. HNFS may terminate this Agreement or, at HNFS's discretion, suspend or terminate a Facility's or Professional Provider's participation hereunder immediately upon notice to Provider (Provider, Facilities and Professional Providers are collectively and individually referred to in this section as "Provider"), in the event of (a) Provider's violation of any applicable material law, rule or regulation, (b) Provider's failure to maintain the professional liability insurance coverage specified hereunder, (c) Provider or Professional Provider's failure to submit a Re-Credentialing Application; (d) any situation involving an investigation conducted or complaint filed by a state or federal agency or licensing board that restricts Provider's ability to operate a Facility or practice in a hospital, results in substantial limitation on, or reportable discipline against Provider's license, accreditation, or certification, (e) HNFS's determination that the health, safety or welfare of any Beneficiary may be in jeopardy, (f) any lawsuit or claim filed or asserted against Provider or alleging professional malpractice after HNFS's reasonable inquiry regarding the allegations supporting such lawsuit or claim, or (g) any indictment, charge, arrest or conviction of a felony, or any criminal charge related to the medical, financial and other practices of Provider.

5.3 Termination Due to Material Breach. Both parties agree to use best efforts to cure a material breach of this Agreement within thirty (30) days of receipt of written notice to cure from the other (the "Cure Period"). If the breach is cured within the Cure Period, or if the breach is one that cannot reasonably be corrected within the Cure Period, and the defaulting party is making substantial and diligent progress toward correction during the Cure Period to the reasonable satisfaction of the non-defaulting party, this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if the defaulting party fails to cure a material breach within the Cure Period, the non-defaulting party may terminate this Agreement by providing the defaulting party thirty (30) days prior written notice of termination. The non-defaulting party may exercise this termination option, if at all, within thirty (30) days of the date the Cure Period expires. The provisions of this Section 5.3 shall not apply to claims payment timeliness issues which are governed by Article IV of this Agreement.

5.4 Termination Upon Notice. Either party may terminate this Agreement for any reason or no reason upon one hundred and twenty (120) days prior written notice to the other party. In the event either party provides the other party with such notice, HNFS may, at its option, begin to transition Beneficiaries immediately under this Agreement to another Participating Provider.

5.5 Change of Control. This Agreement may be terminated by HNFS or its successor upon a change in control of HNFS or of Provider upon written notice to Provider at any time following such change of control which termination shall be effective as of the date set forth in said written notice.

5.6 Effect of Termination. Upon the effective date of termination of this Agreement, the provisions of this Agreement shall be of no further force or effect, except as otherwise provided in this Agreement. Notwithstanding the foregoing, each party to this Agreement shall remain liable for any obligations and liabilities arising from the activities carried out by such party prior to the effective date of termination.

VI. RECORDS, AUDITS AND REGULATORY REQUIREMENTS

6.1 Access to Records, Audits. The records referred to in Section 6.1 shall be and remain the property of Provider. Subject only to applicable State and federal confidentiality or privacy laws, Provider shall permit HNFS and Payors, or their designated representatives, and designated representatives of local, State, and federal regulatory agencies having jurisdiction over HNFS or any Payor (“Regulatory Agencies”), access to Provider's records, at Provider's place of business during normal business hours, in order to inspect and review and make copies of such records. Such Regulatory Agencies shall include, but not be limited to, the State Department of Health, the State Department of Insurance, and the United States Department of Health and Human Services and any of their representatives. When requested by HNFS, Payors, and/or Regulatory Agencies, Provider shall produce copies of any such records at no charge. Additionally, Provider agrees to permit HNFS, Payors, Regulatory Agencies or their representatives, to conduct audits, site evaluations and inspections of Provider's records, offices and service locations. Provider shall make available the access, audits, evaluations, inspections, records, and/or copies of records required by this Section at no cost to HNFS, Payor and/or the Regulatory Agency within a reasonable time period, but not more than five (5) days after the request is submitted to Provider.

6.2 Continuing Obligation. The obligations of Provider under this Article VI shall not be terminated upon termination of this Agreement, whether by rescission, non-renewal or otherwise. After such termination of this Agreement, HNFS, Payors and Regulatory Agencies shall continue to have access to Provider's records as necessary to fulfill the requirements of this Agreement and to comply with all applicable laws, rules and regulations.

6.3 Regulatory Compliance. Provider agrees to comply with all applicable local, State, and federal laws, rules and regulations, now or hereafter in effect, regarding the performance of Provider's obligations hereunder, including without limitation, laws or regulations governing Beneficiary confidentiality, privacy, appeal and dispute resolution procedures to the extent that they directly or indirectly affect Provider, Provider's Facility(ies), Provider's Professional Providers, a Beneficiary, HNFS, or Payor, and bear upon the subject matter of this Agreement. If HNFS is sanctioned under any regulatory body for non-compliance that is caused by Provider, Provider shall compensate HNFS for amounts tied to this sanction incurred by HNFS including HNFS's costs of defense and fees.

VII. GENERAL PROVISIONS

7.1 Amendments. All amendments to this Agreement proposed by Provider must be agreed to in writing by HNFS in advance of the effective date thereof. Any amendment to this Agreement proposed by HNFS shall be effective thirty (30) days after HNFS has given written notice to Provider of the amendment, and Provider has failed within that time period to notify HNFS in writing of Provider's rejection of the requested amendment. Amendments required because of legislative, regulatory or legal requirements do not require the consent of Provider or HNFS and will be effective immediately on the effective date of the requirement. Any amendment to this Agreement requiring prior approval of or notice to any federal or state regulatory agency shall not become effective until all necessary approvals have been granted or all required notice periods have expired.

7.2 Separate Obligations. For purposes of this Section 7.2, the term “Affiliate” shall mean Company, or an entity that controls, is controlled by, under common control with Company. The rights and obligations of HNFS under this Agreement shall apply to each Affiliate and Payor covered by this Agreement only with respect to the Benefit Programs of such Affiliate or Payor. No such Affiliate or Payor shall be responsible

for the obligations of any other Affiliate or Payor under this Agreement with respect to the other Affiliate's or Payor's Benefit Programs. The terms of this Section 7.2 shall survive termination of this Agreement.

7.3 Assignment. Neither this Agreement, nor any of Provider's rights or obligations hereunder, is assignable by Provider without the prior written consent of HNFS. HNFS expressly reserves the right to assign, delegate or transfer any or all of its rights, obligations or privileges under this Agreement without consent of Provider. The terms of this Section 7.3 shall survive termination of this Agreement.

7.4 Confidentiality. Except as required by a state or federal government agency, HNFS, Payors and Provider agree to hold Beneficiary health information and records, the terms of this Agreement, and all confidential or proprietary information or trade secrets of each other, in trust and confidence. HNFS, Payors and Provider each agree to keep strictly confidential all compensation rates set forth in this Agreement and its Addenda, except that this provision does not preclude disclosure by HNFS to potential customers, Beneficiaries and Regulatory Agencies of the method of compensation used by HNFS with respect to its Participating Providers, e.g., fee-for-service, capitation, shared risk pool, DRG or per diem. HNFS, Payors and Provider agree that such information shall be used only for the purposes contemplated herein, and not for any other purpose. HNFS, Payors and Provider agree that nothing in this Agreement shall be construed as a limitation of (a) Provider's rights or obligations to discuss with the Beneficiaries matters pertaining to the Beneficiaries' health regardless of Benefit Program coverage options, or (b) HNFS's rights or obligations with respect to subcontractors, including without limitation delegated providers. The terms of this Section 7.4 shall survive termination of this Agreement.

7.5 Dispute Resolution Process. The parties agree to use the dispute resolution process set forth in this Section 7.5, and binding arbitration as described in Section 7.6, as the final steps in resolving any controversy or dispute that may arise out of or relate to this Agreement, or the breach thereof, whether involving a claim in tort, contract, or otherwise (a "Dispute"). The parties each understand and agree that any and all HNFS internal appeals processes (including without limitation as set forth in the Provider Manual's grievance and appeal procedures, found online) must be properly pursued and exhausted before engaging in the dispute resolution process set forth in this Section 7.5.

(a) Meet and Confer Process:

Initiation: If the parties are unable to resolve any Dispute through applicable HNFS internal appeal processes, if any, the parties agree to meet and confer within thirty (30) days of a written request by either party in a good faith effort to informally settle any Dispute.

Confidentiality: All documents created for the purpose of, and exchanged during, the meet and confer process and all meet and confer discussions, negotiations and proceedings shall be treated as compromise and settlement negotiations subject to applicable State law. To the extent the parties produce or exchange any documents, including documents that are otherwise subject to the attorney work product or attorney-client privilege doctrine, the parties agree that such production or exchange shall not waive the protected nature of those documents and shall not otherwise affect their inadmissibility as evidence in any subsequent proceedings.

7.6 Binding Arbitration. If the parties are unable to resolve a Dispute through the dispute resolution process set forth in Section 7.5, the parties agree that such Dispute shall be settled by final and binding arbitration, upon the motion of either party, under the appropriate rules of the AAA or JAMS, as agreed

by the parties. The parties each understand and agree that the exhaustion of any HNFS internal appeals processes and the dispute resolution process set forth in Section 7.5 hereof are conditions precedent to binding arbitration under this Section 7.6. Notwithstanding the foregoing, nothing contained herein is intended to require binding arbitration of disputes alleging medical malpractice between a Beneficiary and Provider or to Disputes between the parties alleging breaches of confidentiality of Beneficiary information, trade secret or intellectual property obligations. The arbitration shall be conducted in Sacramento County, California by a single, neutral arbitrator who is licensed to practice law. The written demand shall contain a detailed statement of the matter and facts and include copies of all available related documents supporting the demand. Arbitration must be initiated within one (1) year after the date the Dispute arose by submitting a written demand to the other party.

All such arbitration proceedings shall be administered by the AAA or JAMS, as agreed by the parties; however, the arbitrator shall be bound by applicable State and federal law, and shall issue a written opinion setting forth findings of fact and conclusions of law. The parties agree that the decision of the arbitrator shall be final and binding as to each of them. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall have no authority to make material errors of law or to award punitive damages or to add to, modify, or refuse to enforce any agreements between the parties. The arbitrator shall make findings of fact and conclusions of law and shall have no authority to make any award that could not have been made by a court of law. The party against whom the award is rendered shall pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award. The parties waive their right to a jury or court trial.

The parties recognize and agree that theirs is an ongoing business relationship that may lead to sensitive issues with respect to the exchange of information related to any Dispute. The parties agree, therefore, to enter into such protective orders (including without limitation creating a category of discovery documents “for attorneys’ eyes only” to the extent feasible given the nature of the evidence and the Dispute). All discovery information shall be used solely and exclusively for arbitration of the Dispute between the parties and may not be used for any other purpose. After the arbitration award becomes final, each party shall return or destroy all attorneys’ eyes only and highly confidential documents obtained from the other party during the course of the arbitration, and within thirty (30) days of such date shall provide to the other party an officer’s certificate signed under penalty of perjury indicating that all such information has been returned or destroyed.

In all cases submitted to arbitration, the parties agree to share equally the administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The parties agree that the content and decision of any arbitration proceeding shall be confidential unless disclosure is required by applicable State or federal statutes or regulations. The terms of Section 7.5 and Section 7.6 shall survive termination of this Agreement.

7.7 Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement shall be valid or binding.

7.8 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State, except to the extent such laws conflict with or are preempted by any federal law, in which case such federal law shall govern.

7.9 Indemnification.

7.9.1 Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

7.9.2 Provider agrees to indemnify, defend, and hold harmless HNFS, its agents, officers, and employees from and against any and all liability expense including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from Provider's performance or failure to perform its obligations hereunder.

7.9.3 HNFS agrees to indemnify, defend, and hold harmless Provider, its agents, officers, and employees from and against any and all liability expense, including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from HNFS's performance or failure to perform its obligations hereunder.

7.10 Non-Exclusive Contract. This Agreement is non-exclusive and shall not prohibit Provider or HNFS or Payor from entering into agreements with other health care providers or purchasers of health care services.

7.11 No Third Party Beneficiary. Nothing in this Agreement is intended to, or shall be deemed or construed to create any rights or remedies in any third party, including a Beneficiary. Nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to increase the rights of any such Beneficiary or the duties or responsibilities of Provider or HNFS or Payor with respect to such Beneficiaries.

7.12 Notice. Any notice required or desired to be given under this Agreement shall be in writing. Notices shall be deemed given five (5) days post deposit in the U.S. mail, postage prepaid. If sent by hand delivery, overnight courier, e-mail, or facsimile, notices shall be deemed given upon documentation of receipt. All notices shall be addressed as indicated on the signature page(s) to this Agreement.

The addresses to which notices are to be sent may be changed by written notice given in accordance with this Section. In the event Provider fails to complete the notice information below or fails to notify HNFS of any changes to such information, HNFS reserves the right to send notice to the practice address included on the claim form.

7.13 Regulation. HNFS and/or applicable Payor is subject to the requirements of various local, State, and federal laws, rules and regulations. Any provision required to be in this Agreement by any of the above shall bind Provider and HNFS and/or applicable Payor whether or not expressly set forth herein.

7.14 Severability. If any provision of this Agreement is rendered invalid or unenforceable by any local, State, or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

7.15 Status as Independent Entities. None of the provisions of this Agreement is intended to create or shall be deemed or construed to create any relationship between Provider and HNFS and/or Payor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Provider nor HNFS and/or Payor, nor any of their respective agents, employees or representatives shall be construed to be the agent, employee or representative of the other.

7.16 Addenda. Each Addendum to this Agreement is made a part of this Agreement as though set forth fully herein. Any provision of an Addendum that is in conflict with any provision of this Agreement shall take precedence and supersede the conflicting provision of this Agreement.

7.17 Regulatory Approval. If HNFS has not been licensed to provide, or arrange for services in connection with, a particular Benefit Program in a particular State, or has not received all required regulatory approvals for use of this Agreement with respect to a particular Benefit Program in such State prior to the execution of this Agreement, this Agreement shall be deemed to be a binding letter of intent with respect to such Benefit Program in that State. In such event, this Agreement shall become effective with respect to any such Benefit Program in that State on the date that the required licensure and regulatory approvals are obtained. If such licensure or regulatory approval is conditioned upon amendment of this Agreement, then this Agreement shall be amended automatically pursuant to Section 7.1 hereof.

7.18 Calculation of Time. The parties agree that for purposes of calculating time under this Agreement, any time period of less than ten (10) days shall be deemed to refer to business days and any time period of ten (10) days or more shall be deemed to refer to calendar days unless otherwise explicitly provided.

SIGNATURES ON NEXT PAGE

THIS CONTRACT CONTAINS A BINDING ARBITRATION CLAUSE
WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day HNFS has executed this Agreement.

The Parties hereby expressly agree that electronic signatures are permissible to evidence a binding transaction.

Provider

Contemporary Health Solutions

David B. Koch

Signature

David Brian Koch

Print Name

Owner

Title

07/25/2020

Date

HEALTH NET FEDERAL SERVICES

Signature

Print Name

Title

Date

830582372

Federal Tax Identification Number (Required)

Contemporary Health Solutions

Name of Tax Identification Number Owner (**Required**)

REQUIRED

Check and complete one of the following options:

I have attached a complete list/roster of Provider information which has _____ (number of) pages.

-or-

I have completed the immediately following list/roster of Provider information.

Provider's Location and Facilities Covered by this Agreement¹:

Provider Name & Address - or - Location / Facility Name & Address - and - Prior Authorization and Referrals Fax Number	Specialty - or - Type of Facility	State License Number (Example: NY 1235678)	Federal Tax Identification Number	Medicare Provider Number	The Joint Commission (TJC) or Other Accreditation/ Certification as it applies to listed Provider	NPI (National Provider Identifier)	NPI Type 1 or 2 (check one) ²
David Brian Koch 12095 Alta Carmel Ct. #5 San Diego, CA 92128	BCBA	1-16-21915	830582372	NA		1114383650	<input type="checkbox"/> 1 -or- <input type="checkbox"/> 2
							<input type="checkbox"/> 1 -or- <input type="checkbox"/> 2
							<input type="checkbox"/> 1 -or- <input type="checkbox"/> 2
							<input type="checkbox"/> 1 -or- <input type="checkbox"/> 2

¹ The locations and facilities reflected above are not exclusive.

² NPI Type 1 is for the individual. NPI Type 2 is for the group.

Notices: Provider MUST complete ALL demographic information, below, including Legal Point-of-Contact, FAX and E-Mail Address for Legal Notice & General Information.

All notices shall be addressed as follows:

HNFS:

Health Net Federal Services
P.O. Box 9410
Virginia Beach, VA 23450-9410
Attn: Provider Network Management
Facsimile: (844) 836-5818

Provider:

Contemporary Health Solutions
12095 ALTA CARMEL CT UNIT 5
SAN DIEGO, CA 92128
Attn: Catherine Phillips
FAX (Legal notice & general information): (732) 276-9878
E-Mail (Legal notice & general information): enrollment@amromed.com

Legal Notice & General Information
- Required Information -
PLEASE COMPLETE ALL

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**PROGRAM ATTACHMENT
HEALTH NET FEDERAL SERVICES
PROVIDER PARTICIPATION AGREEMENT**

TRICARE PROGRAMS

This Program Attachment sets forth the terms and conditions pursuant to which Provider agrees to render health care services to eligible individuals who are entitled to health care benefits under one or more programs of the Department of Defense ("TRICARE"), which has contracted with HNFS to arrange for the availability of health care services for such individuals through a network of providers. In the event that any definition, term, condition or provision contained in this Program Attachment is inconsistent with or in conflict with any definition, term, condition or provision set forth in the Agreement, the definitions, terms, conditions and provisions of this Program Attachment shall control.

I. DEFINITIONS

Except as provided below, the definitions set forth in the Agreement shall apply to this Program Attachment.

1.1 Beneficiary. A person who is properly enrolled in and/or eligible to receive Covered Services under the TRICARE Program at the time services are rendered.

1.24 TRICARE Regulations. All applicable TRICARE regulations, operations manuals, system manuals, policy manuals and reimbursement manuals, including, but not limited to: Title 10, United States Code, Chapter 55; 32 C.F.R., Part 199; TRICARE Operations Manual (TOM); TRICARE Policy Manual (TPM); TRICARE Reimbursement Manual (TRM); and TRICARE Systems Manual (TSM)

II. REPRESENTATIONS AND DUTIES OF PROVIDER

2.1 Compliance with TRICARE regulations and HNFS Policies and Procedures. Provider shall comply with TRICARE Regulations and HNFS policies and procedures during the term of this Program Attachment.

2.2 Verification of Eligibility. Except in an Emergency, HNFS may require Provider to: (a) verify that the individual is eligible to receive Covered Services; (b) determine that the requested treatment is Medically Necessary; and (c) obtain a Referral or Prior Authorization to provide Covered Services prior to rendering such services. Provider agrees to comply with any such requirements.

2.3 Prior Authorization and Referrals. Provider agrees to comply with any Prior Authorization and/or Referral requirements that are set forth in the Provider Manual.

2.4 Privacy Act and Health Information Portability and Accountability Act of 1996 (HIPAA) Compliance. Provider agrees to safeguard Beneficiary privacy and confidentiality as required by applicable law, including, but not limited to the Privacy Act of 1974 and the United States Department of Health and Human Services Standards for Privacy of Individually Identifiable Health Information promulgated pursuant to the administrative simplification provisions of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in 45 C.F.R. Subtitle A, Subchapter 3, Parts 160 and 164.

III. COMPENSATION

3.1 Payment. As compensation for the delivery of Covered Services to Beneficiaries, limited as described above, Provider shall be paid by HNFS in accordance with the rates in Exhibit A-1.

3.2 Billing.

3.2.1 The Provider will comply with HNFS billing rules and regulations.

3.2.2 Provider agrees to comply with HNFS policies, as applicable, when billing and collecting and/or appealing payment for Covered Services rendered pursuant to this Program Attachment.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day HNFS has executed this Agreement.

Contemporary Health Solutions

David B. Koch

Signature

David Brian Koch

Print Name

Owner

Title

07/25/2020

Date

HEALTH NET FEDERAL SERVICES

Signature

Print Name

Title

Date

RATES FOR COMPENSATION (EXHIBIT A-1) ON NEXT PAGE

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**EXHIBIT A-1
TRICARE COMPENSATION SCHEDULE**

PROFESSIONAL & ANCILLARY SERVICES

HNFS will reimburse Provider for Covered Services the lesser **88%** of the maximum allowable by TRICARE/CHAMPUS or **70%** of billed charges.

Provider acknowledges and agrees that the maximum amount reimbursed for services provided by the Provider under this Agreement is prescribed by TRICARE/CHAMPUS regulations as published in the Federal Register, and regardless of what is stated in this Agreement and/or Compensation Schedule, the Provider shall not receive or accept any reimbursement in excess of the TRICARE/CHAMPUS Maximum Allowable, as determined by the category or type of provider the Provider was, per the TRICARE/CHAMPUS regulations, at the time Covered Services were rendered.

CONFIDENTIAL, PROPRIETARY AND TRADE SECRET