PHYSICIAN GROUP AGREEMENT

This Physician Group Agreement ("Agreement") is made and entered into as of February 1, 2021 ("Effective Date") by and between Town & Country Life Insurance Company, on behalf of itself and its applicable Affiliates (hereinafter "Company"), and Western Rehabilitation Health Network, LC ("Group").

WHEREAS, Company offers, issues and/or administers Plans for Plan Sponsors that provide access to health care services to Members; and

WHEREAS, Company contracts with certain health care providers and facilities to provide access to such health care services to Members; and

WHEREAS, Participating Group Physicians provide health care services to patients within the scope of its licensure or accreditation; and

WHEREAS, Company and Group mutually desire to enter into an agreement whereby Group and Participating Group Physicians will become Participating Providers and Participating Group Physicians will render health care services to Members; and

WHEREAS, in return for the provision of health care services and other obligations assumed by Participating Group Physicians under this Agreement, Company will pay or arrange for the payment of Group's claims for Covered Services under the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings of this Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. DEFINITIONS

When used in this Agreement, all capitalized terms shall have the following meanings:

1.1. Affiliate. Any corporation, partnership or other legal entity directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company.

1.2. Agreement. Defined in first paragraph of this Agreement.

1.3. Clean Claim. A clean claim is a claim that contains the information that is required by applicable law and regulations adopted by the Commissioner of Insurance, and is submitted consistent with Company's established processing procedures to the extent Company establishes the information and processing procedure requirements consistent with applicable laws and regulations.

1.4. Coinsurance. The percentage of the lesser of: (a) the rates established under this Agreement, or (b) Group's usual, customary and reasonable billed charges, which a Member is required to pay for Covered Services under a Plan.

1.5. Company. Defined in first paragraph of this Agreement.

1.6. Confidential Information. Any information that identifies a Member and is related to the Member's participation in a Plan, the Members physical or mental health or condition, the provision of health care of the Member or payment for the provision of health care of a Member. Confidential Information includes, without limitation, "Individually" identifiable health information", as defined in 45 C.F.R. Section 164.501 and "non-public personal information" as defined in laws or regulations promulgated under the Gramm-Leach-Bliley Act of 1999 and vendor cost information that Provider uses to price percentage of billed charge services subject to "Cost Plus Services" markup.

1.7. Copayment. A charge required under a Plan that must be paid by a Member at the time of the provision of Covered Services, or at such other time as determined by Participating Physician Group, subject to the terms of this Agreement.

1.8. Cost Plus Services. Those health care services that are paid for under the Plan based on a percentage markup over the Provider's determined cost.

1.9. Covered Services. Those health care services that are paid for under the applicable Plan that are not otherwise excluded or limited. The Parties agree that the Plan, or, in the case of insured products, the Company is obligated to pay for only those Covered Services that are determined to be medically necessary, as determined in accordance with the Members applicable Plan.

1.10. Covering Physician. A Participating Provider designated by a Participating Group Physician to provide Covered Services to Members when a Participating Group Physician is unavailable (e.g., out of the office or on vacation).

1.11. Deductible. An amount that a Member must pay for Covered Services during a specified coverage period in accordance with the Member's Plan before benefits will be paid.

1.12. Effective Date. Defined in first paragraph of this Agreement.

1.13. Emergency Services. Those services necessary to treat a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an 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 (or, with respect to a pregnant woman, her pregnancy or health or the health of her fetus) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part; or such other definition as may be required by applicable law.

1.14. Group. Defined in first paragraph of this Agreement.

1.15. Participating Group Physician. A duly licensed and qualified physician who is employed by, or is a partner or shareholder, or a member in good standing of Group.

1.16. Information. Defined in Section 5.3.2 of this Agreement.

1.17. Initial Term. Defined in Section 6.1 of this Agreement.

1.18. License. Defined in Section 3.2 of this Agreement.

1.19. Specific Employer Program. An employer group health plan or product that utilizes a certain physician or facility network or follows certain referral provisions or other parameters. All Specific Employer Programs governed by this Agreement shall be listed and described on Schedule A to this Agreement.

1.20. Material Change. Any change in Policies that could be reasonably expected, in Company's determination, to have a material adverse impact on (i) Group's reimbursement for Group's Services or (ii) administration of Group's practice.

1.21. Medically Necessary or Medical Necessity. Health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for patient's illness, injury, or disease, and (c) not primarily for the convenience of the patient, physician or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease. For these purposes "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, or otherwise consistent with physician specialty society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

1.22. Member. An individual covered by or enrolled in a Plan.

1.23. Participating Provider. Any physician, hospital, hospital-based physician, skilled nursing facility, mental health and/or substance abuse professional (which shall include psychiatrists, psychologists, social workers, psychiatric nurses, counselors, family or other therapists or other mental health/substance abuse professionals), or other individual or entity involved in the delivery of health care or ancillary services who or which has entered into and continues to have a current valid contract with Company or provide Covered Services to Members, and, where applicable, has demonstrated he/she is credentialed with two health insurance carriers. Certain categories of Participating Providers may be referred to herein more specifically as, e.g., "Participating Physicians" or "Participating Hospitals."

1.24. Party. Company or Group and Participating Group Physicians, as applicable.

1.25. Physician Services. Defined in Section 2.1 of this Agreement.

1.26. Plan. A Member's health care benefits as set forth in the Member's Summary Plan Description, Certificate of Coverage or other applicable coverage document.

1.27. Plan Sponsor. An employer, insurer, third party administrator, labor union, organization or other person or entity which has contracted with Company to offer, issue and/or administer

a Plan and has agreed to be responsible for funding benefit payments for Covered Services provided to Members under the terms of a Plan.

1.28. Policies. The policies and procedures promulgated by Company or its designee which relate to this Agreement, including, but not limited to: (a) quality improvement/management; (b) utilization management, including but not limited to, pre-certification of elective admissions and procedures, concurrent review of services and referral processes or protocols; (c) pre-admission testing guidelines; (d) claims payment review; (e) member grievances; (f) provider credentialing; (g) electronic submission of claims and other data required by Company; and (h) any applicable Participation Criteria for outpatient services. Policies also include any policies and procedures set forth in a Company procedure manuals (as modified from time to time); and other policies and procedures, whether made available via a web site for Participating Providers (when available), by letter, newsletter, electronic mail or other media. "Pre-certification" when used in this Agreement means the utilization review process to determine whether the requested service, procedure, prescription drug or medical device meets the Company's or applicable Plan's clinical criteria for coverage. Pre-certification does not mean verification which is defined by law, as a reliable representation of payment of care or services to fully insured HMO and PPO members.

1.29. Primary Care Physician. A Participating Physician whose area of practice and training is family practice, general medicine, internal medicine or pediatrics, or who is otherwise designated as a Primary Care Physician by Company, and who has agreed to provide primary care services and to coordinate and manage all Covered Services for Members who have selected or been assigned to such Participating Physician, if the applicable Plan provides for a Primary Care Physician.

1.30. Proprietary Information. Any and all information, whether prepared by a Party, its advisors or otherwise, relating to such Party or the development, execution or performance of this Agreement whether furnished prior to or after the Effective Date. Proprietary Information includes but is not limited to, with respect to Company, the development of a pricing structure, (whether written or oral) all financial information, rate schedules and financial terms which relate to Group and which are furnished or disclosed to Group by Company. Notwithstanding the foregoing, the following shall not constitute Proprietary Information:

1.30.1. information which is known to a receiving Party (a "Recipient") prior to receipt from the other Party (a "Disclosing Party") (as evidenced by the written records of a Recipient);

1.30.2. information which was previously available to the public prior to a Recipient's receipt thereof from a Disclosing Party;

1.30.3. information which subsequently became available to the public through no fault or omission on the part of the Recipient, including without limitation, the Recipient's officers, directors, trustees, employees, agents, contractors and other representatives;

1.30.4. information which is furnished to a Recipient by a third party which a Recipient confirms, after due inquiry, has no confidential obligation, directly or indirectly, to a Disclosing Party; or

1.30.5. Information which is approved in writing in advance for disclosure or other use by a Disclosing Party.

1.31. Records. Defined in Section 5.3.2 of this Agreement

1.32. Specialty Program. A Company-established program for a targeted group of Members which certain types of illnesses, conditions of risk factors (e.g., organ transplants, women's health, other disease management programs, etc.).

1.33. Specialty Program Providers. Those hospitals, Participating Physicians and other Participating Providers that have been identified or designated by Company to provide transplant services or other Covered Services associated with a Specialty Program. Certain categories of Specialty Program Providers may be referred to herein more specifically as, e.g., "Specialty Program Physician".

2. GROUP AND PARTICIPATING GROUP PHYSICIANS SERVICES AND OBLIGATIONS

2.1. Provision of Services. Group shall provide to Members, through Participating Group Physicians, those Covered Services which are within the scope of Participating Group Physician's license and certification to practice ("Physician Services") and accepts the compensation for such Physician Services listed and set forth in the **Services and Compensation Schedule** attached as Schedule B hereto and made a part hereof.

2.2. Non-Discrimination. Group and Participating Group Physicians agree to provide Physician Services to Members with the same degree of care and skill as customarily provided to Participating Group Physician's patients who are not Members, accordingly to generally accepted standards of physician practice. Group, Participating Group Physicians and Company agree that Members and non-Members should be treated equitably; to that end, Group and Participating Group Physicians agree not to discriminate against Members on the basis of race, gender, creed, ancestry, lawful occupation, age, religion, marital status, sexual orientation, mental or physician disability, color, national origin, place of residence, health status, source of payment of services, cost or extent of Physician Services required, or any other grounds prohibited by law or this Agreement.

2.3. Group and Participating Group Physician Representations.

2.3.1. General Representations. Group represents, warrants and covenants, as applicable, that: (a) it and Participating Group Physicians have, and shall maintain throughout the term of this Agreement, all appropriate license(s) and certification(s) mandated by governmental regulatory agencies, which for each Participating Group Physician shall include, without limitation, DEA certification and an unrestricted license to practice medicine in the state(s) in which such Participating Group Physician maintains offices and provides Physician Services to Members; (b) such Participating Group Physician is board certified or board eligible in the Specialty for which they provide Physician Services; (c) it and Participating Group Physicians are, and will remain through the term of this Agreement, in compliance with all applicable federal and state laws and regulations related to this Agreement and the services to be provided under this Agreement, including, without limitation, statutes and regulations related to fraud, abuse, discrimination, disabilities, confidentiality, false

claims and prohibition of kickbacks; (d) each Participating Group Physician has and shall maintain through the term of this Agreement unrestricted hospital privileges at a Participating Hospital or at a hospital designated as in network by a particular Plan or Product, if different,; (e) it is legally authorized to negotiate on behalf of Participating Group Physicians and to bind those Participating Group Physicians to abide by the terms of this Agreement, as amended from time to time; (f) this Agreement has been executed by its duly authorized representative; and (g) executing this Agreement and performing its obligations under this Agreement shall not cause Group nor Participating Group Physicians to violate any term or covenant of any other agreement or arrangement now existing or subsequently executed.

2.3.2. Qualified Personnel. Group also represents that Group and Participating Group Physicians have established an ongoing quality assurance/assessment program which includes, but is not limited to, credentialing of employees and subcontractors. Group shall supply to Company the relevant documentation, including, but not limited to, internal quality assurance/assessment protocols, state licenses and certifications, Federal agency certifications and/or registrations upon request. Group further represents that all personnel employed by, associated or contracted with Group and Participating Group Physicians who treat Members: (a) are and shall remain throughout the term of this Agreement appropriately licensed and/or certified and supervised (when and as required by state law), and qualified by education, training and experience to perform their professional duties; and (b) shall act within the scope of their licensure or certification, as the case may be. Company may audit Group and Participating Group Physicians compliance with this section upon prior written notice.

2.4. Participating Group Physicians. Notwithstanding any contrary interpretation of this Agreement or of any contracts between Group and Participating Group Physicians, Group acknowledges and agrees that all provisions of this Agreement applicable to Group shall apply with equal force to Participating Group Physicians, unless clearly applicable only to Group. Group agrees that it is Group's responsibility to assure that the obligations of Participating Group Physicians under this Agreement are fully satisfied, that Group will take all steps necessary to cause Participating Group Physicians to comply with and perform the terms and conditions of this Agreement, and that Group's failure to do so shall constitute a material breach of this Agreement by Group. Group agrees, and shall require Participating Group Physicians to agree, that in the event of any inconsistency between this Agreement and any contracts entered into between Group and Participating Group Physicians, the terms of this Agreement shall control. Upon request by Company, Group shall provide copies of its contracts with Participating Group Physicians, if any, to Company.

2.5. Group Capacity. Group shall provide, at the earliest possible time, notice to Company of any significant changes in the capacity of Group to provide or arrangement for the provision of Covered Services to Members as contemplated by this Agreement, including, but not limited to, any reduction in the number of Participating Group Physicians. If Company determines at any time that Members access to Participating Group Physicians is unacceptable due to any reduction in the number of Participating Group Physicians, or any change in the types or geographic mix of Participating Group Physicians, Company may request that Group take corrective action acceptable to Company within thirty (30) days. If Group fails to take such

corrective action within such thirty (30) day period, Company may terminate this Agreement as provided in Section 6.3.

2.6. Group Physicians' Information. Group shall provide to Company a complete list of Participating Group Physicians, including names, office addresses, office hours, telephone and facsimile numbers, and area of practice or specialty. Group shall notify Company in writing within ten (10) business days of its acquiring knowledge of any change in this information. Group shall provide to Company at least one hundred twenty (120) days prior notice (or, if Group does not receive at least one hundred twenty (120) days' notice, then such notice as Group actually receives) of the termination of Group's relationship with a Participating Group Physician. Group shall ensure that each Participating Group Physician has been credentialed by at least two major health insurance carriers. Specific Employer Program. Group and Participating Group Physicians understand and agree that certain Plans being administered by Company and/or certain Plans or Products created by Company may have a certain physician or facility network that may differ from the general Participating Provider network created by this Agreement, or may have special referral provisions. With respect to any Specific Employer Program described on Schedule A, and where applicable, Group and Participating Group Physicians agree to provide services to Members consistent with the terms and requirements of any such Specific Employer Program.

2.7. Administrative Obligations of Primary Care Physicians. Each Participating Group Physician who is a Primary Care Physician shall comply with the following:

2.7.1. Coordination of Care. A Primary Care Physician shall arrange and coordinate the overall provision of Covered Services to Members under the terms and conditions of the Member's applicable Plan. A Primary Care Physician shall provide or arrange for the provision of Covered Services, including, without limitation, urgently needed services or Emergency Services, regardless of whether a Participating Group Physician has previously seen or treated the Member.

2.7.2. Referrals. To the extent required by the terms of the applicable Plan, and subject to the terms of any Specific Employer Program as outlined on Schedule B, Participating Group Physicians who are Primary Care Physicians shall refer or admit Members only to Participating Providers for Covered Services, and shall furnish such Participating Providers with complete information on treatment procedures and diagnostic tests performed prior to such referral or admission. In addition, to the extent possible, Participating Group Physicians shall refer Members with out of network benefits to Participating Providers.

2.7.3. Closed Panel. Group and Participating Group Physicians and Company agree that a broad selection of physicians is important to Members and that members expect physicians listed in Company's directories to be available to them. Accordingly, only upon at least ninety (90) days prior written notice with good cause acceptable to Company may a Participating Group Physician prospectively decline to accept new Members as patients. To prevent discrimination against Company or its Members, for such time as a Participating Group Physician declines to accept new Members as patients, such

Participating Group Physicians shall not accept as patients additional members from any entity or organization.

2.8. Administrative Obligations of Participating Group Physicians Other than Primary Care Physicians. A Participating Group Physician who is not a Primary Care Physician shall: (a) except for Emergency Services, to the extent a referral is required by the applicable Plan, provide Covered Services to Members only upon referral of such patients by a Primary Care Physician to said Participating Group Physician on prescribed forms or by electronic means as instructed by Company; (b) render services to Members only at those inpatient, extended care, and ancillary service facilities which have been approved in advance by Company; and (c) promptly submit a report on the treatment of each Member to the referring Primary Care Physician, if applicable. Except for Emergency Services, payment for retroactive referrals shall be subject to adjustment or denial by Company.

2.9. Group and Participating Group Physicians' Insurance.

2.9.1. Group's Insurance. During the term of this Agreement, Group agrees to procure and maintain such policies of general and professional liability and other insurance or a comparable program of self-insurance, at minimum levels required by state law or, in the absence of a state law specifying a minimum limit, an amount customarily maintained by physicians in the state or region in which Group operates. Such insurance coverage shall cover the acts or omissions of Group and Participating Group Physicians as well as those of Group's and Participating Group Physicians' agents and employees. Group agrees to deliver certificates of insurance or other documentation as appropriate to show evidence of such coverage to Company upon request. Group agrees to make best efforts to provide to Company at least thirty (30) days advance notice, and in any event will provide notice as soon as reasonably practicable, of any cancellation or material modification of these policies.

2.9.2. Participating Group Physicians' Insurance. During the term of this Agreement, each Participating Group Physician agrees to procure and maintain such policies of general and professional liability and other insurance or a comparable program of self-insurance, at minimum levels required by state law or, in the absence of a state law specifying a minimum limit, an amount customarily maintained by physicians in the state or region in which Participating Group Physician operates. Such insurance coverage shall cover the acts or omissions of Participating Group Physician as well as those of Participating Group Physician's agents and employees. Participating Group Physician agrees to deliver certificates of insurance or other documentation as appropriate to show evidence of such coverage to Company upon request. Participating Group Physician agrees to make best efforts to provide to Company at least thirty (30) days advance notice, and in any event will provide notice as soon as reasonably practicable, of any cancellation or material modification of these policies.

2.10. Product Participation. Group and Participating Group Physicians agree to participate in the Plans and other health benefit products. Company reserves the right upon ninety (90) days prior notice, to introduce, modify and designate Group's and Participating Group Physicians' participation in new Plans, Specialty Programs and products during the term of this Agreement

and will provide Group with written notice of such Plans, Specialty Programs and products and the associated compensation.

Nothing in this Agreement shall require that Company identify, designate or include Group and Participating Group Physicians as a preferred participant in any specific Plan, Specialty Program or product; provided however, Group and Participating Group Physicians shall accept compensation in accordance with this Agreement for the provision of any Covered Services to Members under a Plan, Specialty Program or product in which Group and Participating Group Physicians have agreed to participate in this Agreement.

2.11. Consents to Release Medical Information. Group and Participating Group Physicians covenant that it will obtain from Members to whom Physician provides Physician Services, any necessary consents or authorizations to the release of information and Records to Company, Plan Sponsors, their agents, designees and representatives. In performing this covenant, Group and Participating Group Physicians shall comply with any applicable federal or state law or regulation or this Agreement.

3. COMPANY OBLIGATIONS

3.1. Company's Covenants. Company or Plan Sponsors shall provide Members with a means to identify themselves to Participating Group Physicians (e.g., identification cards), explanation of Group's payments, a general description of products (e.g., Quick Reference Card), a listing of Participating Providers, and timely notification of material changes in this information. Company shall provide Group and Participating Group Physicians with a means to check Member eligibility. Company or its designee shall include Group and Participating Group Physicians in the Participating Provider directory or directories for the Plans, Specialty Programs and products in which Group and Participating Group Physicians are Participating Providers, including when Group or Participating Group Physicians are designated as a preferred participant, and shall make these directories available to Members. Company reserves the right to determine the content of provider directories.

3.2. Company Representations. Company represents and warrants that: (a) it, where applicable, is licensed to offer, issue and administer Plans in the service areas covered by this Agreement by the applicable regulatory authority ("License"); (b) it will not lose such License involuntarily during the course of this Agreement; (c) it is, and will remain throughout the term of this Agreement, substantially in compliance with all applicable Federal and state laws and regulations related to this Agreement and the services to be provided under this Agreement; including without limitation, any applicable prompt payment statutes and regulations or capital reserve requirements; provided however, that for the purposes of (b) and (c), Group and Participating Group Physicians will have no basis for termination to the extent that such action does not impact the obligations of Company under this Agreement; (d) this Agreement has been executed by its duly authorized representative; and (e) executing this Agreement and performing its obligations under this Agreement shall not cause Company to violate any term or covenant of any other agreement or arrangement now existing or subsequently executed.

3.3. Company's Insurance. Company at its sole cost and expense agrees to procure and maintain such policies of general and/or professional liability and other insurance (or maintain a self-insurance program) as shall be necessary to insure Company and its employees against any

claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by Company under this Agreement and the administration of Plans.

4. CLAIMS SUBMISSION, COMPENSATION AND MEMBER BILLING

4.1. Claims Submission and Payment.

4.1.1. Obligation to Submit Claims. Group agrees to submit Clean Claims for services to Company for Physician Services render to Members by Participating Group Physicians. Group and Participating Group Physicians will make best commercial efforts to submit a minimum of eighty-five percent (85%) of its Member claims electronically to Company. Group and Participating Group Physicians represents that, where necessary, it has obtained signed assignments of benefits authorizing payment for Physician Services to be made directly to Group. For claims Group submits electronically, Group shall not submit a claim to Company in paper form unless Company fails to pay or otherwise respond to electronic claims submission in accordance with the time frames required under this Agreement or applicable law or regulation. Group agrees that Company, or the applicable Plan Sponsor, will not be obligated to make payments for billings received more than one hundred and eighty (180) days from (a) the date of service or, (b) the date of receipt of the primary payor's explanation of benefits when Company is secondary payor. This limitation will be waived in the event Group provides notice to Company, along with appropriate evidence, of extraordinary circumstances outside the control of Group that resulted in the delayed submission. In addition, unless Group notifies Company of any payment disputes within one hundred eighty (180) days, or such longer time as required by applicable state law or regulation, or a Plan, if Group does not bill Company or Plan Sponsors, or disputes any payment timely as provided in this Section 4.1.1, Group's claim for payment will be deemed waived and Group will not seek payment from Plan Sponsors, Company or Members.

Group agrees to permit re-bundling of the primary procedure those services considered part of, incidental to, or inclusive of the primary procedure and make other adjustments for inappropriate billing or coding (e.g., duplicative procedures or claims submissions, mutually exclusive procedures, gender/procedure mismatches, age/procedure mismatches). In performing re-bundling and making adjustments for inappropriate billing or coding, Company or its designee utilizes a commercial software package for all Participating Physicians in the ordinary course of Company's or its designees business) which commercial software package relies upon Medicare/Medicaid and the Correct Coding Initiative ("CCI") in the development of its re-bundling logic.

4.1.2. Company Obligation to Pay for Covered Services. Company agrees to notify Plan Sponsors to forward payment to Group for Covered Services rendered to a Plan Sponsors Members by Participating Group Physicians. Such payment shall be the lesser of (i) Participating Group Physician's usual, customary and reasonable (UCR) billed charges; (ii) the rates set forth in the Compensation Schedule; or (iii) the fee schedule then in effect as applicable to such Members Plans, within forty-five (45) days (or such shorter time as required by applicable law or regulation) of actual receipt by Company or its designee of a Clean Claim. In the event Company fails to pay Clean Claims within forty-five (45) days (or such shorter

time as required by applicable law or regulation) of receipt, Company shall pay a penalty as required by applicable law or regulation. Group and Participating Group Physicians shall not be entitled to billed charges or any penalty for claims submitted in relation to Plan Sponsor Plans. The receipt date for claims will be determined in accordance with applicable law or regulation.

Except as otherwise required under applicable Federal, or state law or regulation, or a Plan, if Company pays a claim and afterwards either (i) Company discovers a possible underpayment to Group within the time period for Group to dispute payments stated in Section 4.1.1, or (ii) Group discovers a possible underpayment to Group and gives prompt notice to Company within the time period for Group to dispute payments stated in Section 4.1.1 above, then Company shall review the claim within forty-five (45) days of Company's discovery or Group's notice, and shall pay an eligible unpaid portion of the claim. Group and Participating Group Physicians shall not be entitled to billed charges or any penalty for possible underpayment for claims submitted in relation to Plan Sponsor Plans.

When required, Company shall comply with all applicable statutes and rules pertaining to prompt payment of clean claims with respect to payment to a Participating Provider for Covered Services that are rendered to Members.

Group and Participating Group Physicians will make best commercial efforts to utilize online explanation of benefits or electronic remittance of advice (or a combination thereof) and electronic funds transfer in lieu of receiving paper equivalents. Group, Participating Group Physicians and Company acknowledge that Company has no legal responsibility for the payment of such claims for Covered Services rendered to a Plan Sponsors Members; provided, however, that Company agrees to assist reasonably Group as appropriate in collecting any such payments. Company shall have no obligation to pay Group and Participating Group Physicians in the event the Plan Sponsor or member fails to pay Group or Participating Group Physicians.

Except as otherwise required under applicable Federal, or state law or regulation, or a Plan, Company may, from time to time, notify Group of overpayments to Group, and Group agrees to return any such overpayment or payment made in error (e.g., a duplicate payment or payment for services rendered by Participating Group Physician to a patient who is not a Member) within forty-five (45) days. In the event Company is unable to secure the return of any such payment within a reasonable time, Company reserves the right to offset such payment against any other monies due to Group under this Agreement provided Company has delivered to Group at least ten (10) days prior written notice and Group has otherwise failed to return such payment to Company. Notwithstanding anything in this Agreement to the contrary, during such time as a Physician is a member of a Group, Physician agrees to seek compensation solely from Group for those Covered Services provided to Members and for which Group is compensated by Company on behalf of Group, and Group and Participating Group Physicians shall in no event bill Company, applicable Affiliates, Plan Sponsors or Members for any such Covered Services (except for the collection of Copayments, Coinsurance, Deductibles in accordance with Section 4.3.1 and subject to the requirements of any Specific Employer Program set forth in Schedule A).

4.2. Group's Payment to Participating Group Physicians. Group shall be financially responsible for payment to all Participating Group Physicians who render Covered Services to Members. Group shall require all Participating Group Physicians who render such services to look solely to Group for payment. Group shall pay on a timely basis all Participating Group Physicians who render Covered Services for which Group is financially responsible hereunder. Company shall forward any claims it receives for payment for such services to Group. Company reserves the right to pay, or to instruct payors to pay, any Participating Physician for Covered Services for which Group is financially responsible and for which a valid, undisputed invoice or portion thereof, is outstanding for more than fourteen (14) days beyond its due date, except that Company need not wait fourteen (14) days if Group has engaged in a pattern of late payments in the past. Company may deduct any such payments from any and all amounts due and payable to Group hereunder.

4.3. Utilization Management. Company utilizes a designee to provide systems of utilization review/quality improvement/peer review to promote adherence to accepted medical treatment standards and to encourage Participating Physicians to minimize unnecessary medical costs consistent with sound medical judgment. A summary of Company's utilization review/quality improvement/peer review programs will be provided to Group upon request. To further this end, Participating Group Physicians agree, consistent with sound medical judgment:

4.3.1. To participate, as requested, and to abide by Company's designee utilization review, patient management, quality improvement programs, and all other related programs (as modified from time to time) and decisions with respect to all Members.

4.3.2. To comply with designee's pre-certification and utilization management requirements for all elective admissions and other Covered Services. Company's pre-certification and utilization management requirements for elective admissions will be provided to Group upon request.

4.3.3. To regularly interact and cooperate with designee's nurse case managers, medical directors, and other related Company designee staff.

4.3.4. If applicable, to utilize Participating Group and Participating Group Physicians to the fullest extent possible, consistent with sound medical judgment.

4.3.5. To abide by all designee's credentialing criteria and procedures, including site visits and medial chart reviews, and to submit to these processes biannually, annually or otherwise, when applicable.

4.3.6. To obtain advance authorization from Company's designee prior to any non-emergency admission. In cases where a Member requires an emergency hospital admission, Group and Participating Group Physicians shall notify Company's designee as soon as is reasonable. Both of these requirements shall be in accordance with Company's and designees Policies then in effect at the time the services were rendered. Company's notification policies will be provided to Hospital, upon request. Failure to notify designee shall result in denial of payment.

Except when a Member requires Emergency Services, Group and Participating Group Physicians agree to comply with any applicable pre-certification, and/or referral requirements under a Member's Plan prior to the provision of Physician Services. Group and Participating Group Physicians agree to notify Company's designee of all admissions of Members, and of all services for which Company requires notice, upon admission or prior to the provision of such services. For those Members who require services under a Specialty Program, Group and Participating Group Physicians agrees to work with Company in transferring the Member's care to a Specialty Program Provider.

4.4. Coordination of Benefits. Group and Participating Group Physicians shall retain in its records updated information for a Member concerning other health benefit plan coverage and to provide the information to Company on the form described by applicable law or regulation, and if a form is not described by applicable law or regulation, in the manner specified by Company. Except as otherwise required under applicable Federal, or state law or regulation, or a Plan, (a) when Company and Group agree that Company or a plan Sponsor agrees to pay in accordance with this Agreement, and (b) when Company or a Plan Sponsor is secondary under these principles, and payment from the primary payor is less than the compensation payable under this Agreement without coordination of benefits, then Company or Plan Sponsor will pay Group the amount of the difference between the amount paid by the primary payor and the compensation payable under this Agreement, absent other sources of payment. However, if payment from this primary payor is greater than or equal to the compensation payable under this Agreement without coordination of benefits, neither Company nor Plan Sponsor shall have any payment obligation to Group. Notwithstanding anything to the contrary in this section, in no event shall Group collect more than Medicare allows if Medicare is the primary payor.

4.5. Member Billing.

4.5.1. Permitted Billing of Members. Subject to the requirements of any Specific Employer Program as described on Schedule A, Group may bill or charge Members only in the following circumstances: (a) applicable Copayments, Coinsurance and/or Deductibles not collected at the time that Covered Services are rendered; (b) individuals were not Members at the time that services were rendered; (c) a Plan Sponsor becomes insolvent or otherwise fails to pay Group in accordance with applicable Federal law or regulation (e.g., ERISA) provided that Group has first exhausted all reasonable efforts to obtain payment from the Plan Sponsor, (d) services that are not Covered Services only if: (i) the Member's Plan provides and/or Company confirms that the specific services are not covered; (ii) the Member was advised in writing prior to the services being rendered that the specific services may not be Covered Services; and (iii) the Member agreed in writing to pay for such services after being so advised. Group acknowledges that Company's denial or adjustment of payment to Group based on Company's performance of utilization management as described in Section 4.1.3 or otherwise is not a denial of Covered Services under this Agreement or under the terms of a Plan, except as required under applicable law or regulation, or if Company confirms otherwise under this Section 4.3. Group may bill or charge individuals who were not Members at the time that services were rendered.

4.5.2. Holding Members Harmless. Group and Participating Group Physicians hereby agree that in no event, including, but not limited to the failure, denial or reduction payment by Company, insolvency of Company or breach of this Agreement, shall Group bill, charge,

collect a deposit from, seek remuneration or reimbursement from, or have any recourse (i) against Members or persons acting on behalf (other than Company), or (ii) any settle the fund or other controlled by or on behalf of, or for the benefit of, a Member for Covered Services. Subject to the requirements of any Specific Employer Program, this provision shall not prohibit collection of Copayments, Coinsurance, Deductibles or other supplemental charges made in accordance with the terms of the applicable Plan. Group and Participating Group Physicians further agree that this Section 4.5.2: (a) shall survive the expiration or termination of this Agreement regardless of the cause giving rise to termination and shall be construed for the benefit of Members; and (b) supersedes any oral or written contrary agreement or waiver now existing or hereafter entered into between Group and Participating Group Physicians and Members or persons acting on their behalf.

Any modifications, additions, deletions to the provisions of this clause shall become effective on a date no earlier than 90 days after notice to Group of any such modification, addition, or deletion to the provisions of this clause, and no earlier than 15 days after the Commissioner of Insurance has received written notice of such proposed changes.

To protect Members, Group and Participating Group Physicians agree not to seek or accept or rely upon waivers of the Member protections provided by this section 4.5.

5. COMPLIANCE WITH POLICIES

5.1. Policies. Group and Participating Group Physicians agree to accept and comply with Policies of which Group knows or reasonably should have known (e.g., Policies made available to Group and Participating Group Physicians). Group and Participating Group Physicians will utilize the electronic real time HIPPA compliant transactions, including but not limited to, eligibility, precertification and claim status inquiry transactions. Company may at any time modify Policies. Company will provide ninety (90) days prior notice by letter, newsletter, electronic mail or other media, of Material Changes. If Group objects to the Material Change, the Group shall provide written notice to Company and may request that the Parties negotiate in good faith an appropriate amendment to this Agreement. If the Parties are unable to negotiate any such amendment not more than thirty (30) calendar days after receipt of a Material Change, then this Agreement shall terminate coincident with the effective date of the Material Change. Group and Participating Group Physicians agree that noncompliance with any requirements in this Section 5.1 or any Policies will relieve Company or Plan Sponsors and Members from any liability for the applicable portion of the Physician Services.

5.2. Notices and Reporting. To the extent neither prohibited by law nor violative of applicable privilege, Group and Participating Group Physicians agree to provide notice to Company, and shall provide all information reasonably requested by Company regarding the nature, circumstances, and disposition of: (a) any litigation brought against Group or Participating Group Physicians or any of its employees or affiliated providers which is related to the provision of health care services and could have a material impact on the Physician Services provided to Members; (b) comply with any Company requirements regarding reporting of self-referrals, loss of licensure or accreditation, and any claims by governmental agencies or individuals regarding fraud, abuse, self-referral, false claims or kickbacks; and (c) any material change in services provided by Group or Participating Group Physicians or licensure status related to these

services. Group agrees to use best efforts to provide Company with prior notice of, and in any event will provide notice as soon as reasonably practicable notice of, any actions taken by Group and Participating Group Physicians described in this Section 5.2.

5.3. Information and Records.

5.3.1. Maintenance of Information and Records. Group and Participating Group Physicians agree (a) to maintain Information and Records (as such terms are defined in Section 5.3.2) in a current, detailed, organized and comprehensive manner and in accordance with customary medical practice, applicable Federal and state laws, and accreditation standards; (b) that all Member medical records and Confidential Information shall be treated as confidential and in accordance with applicable laws; (c) to maintain such Information and Records for the longer of six (6) years after the last date Physician Services were provided to Member, or the period required by applicable law. This Section 5.3.1 shall survive the termination of this Agreement, regardless of the cause of the termination.

5.3.2. Access to Information and Records. Group and Participating Group Physicians agree that (a) Company and Plan Sponsors shall have access to all data and information obtained, created or collected by Group and Participating Group Physicians related to Member and necessary for the evaluation of and payment of claims, including without limitation Confidential Information ("Information"); (b) in accordance with applicable Federal and state laws, Company, Plan Sponsors and federal, state and local governmental authorities having jurisdiction, upon request, shall have access to all books, records and other papers (including, but not limited to, medial and financial records) and information relating to this Agreement and to those services rendered by Group and Participating Group Physicians to members ("Records"); (c) consistent with the consents and authorizations required by Section 2.6 hereof, Company or its agents or designees shall have access to medical records for the purpose of assessing quality of care, assessing efficient use of health care resources, conducting medical evaluations and audits, and performing utilization management functions

5.4. Proprietary Information. Each Party agrees that the Proprietary Information of the other Party is the exclusive property of such Party and that each Party has no right, title or interest in the Proprietary Information. Each Party agrees to keep the Proprietary Information and this Agreement strictly confidential and agrees not to disclose any Proprietary Information or the contents of this Agreement to any third party, except to governmental authorities having jurisdiction and, in the case of Company's disclosure, to Members, Plan Sponsors, consultants and vendors under contract with Company, or as otherwise directed by the other Party. Except as otherwise required under applicable Federal and state law, each Party agrees to not use any Proprietary Information of the other Party, and at the request of the other Party to this Agreement, return any Proprietary Information upon termination of this Agreement for whatever reason. This Section 5.5.1 shall survive the termination of this Agreement for one (1) year, regardless of the cause of termination.

6. TERM AND TERMINATION

6.1. Term. This Agreement shall be effective for an initial term ("Initial Term") of three (3) years from the Effective Date, and thereafter shall automatically continue for additional terms of one (1) year each, unless and until terminated in accordance with this Article 6.0.

6.2. Termination without Cause. This Agreement may be terminated at any time by either Party with at least one hundred twenty (120) days prior written notice to the other Party; and in accordance with such procedures as are applicable at the time of such termination.

6.3. Termination for Breach. This Agreement may be terminated at any time by either Party upon at least ninety (90) days prior written notice of such termination to the other Party upon material default or substantial breach by the other Party of one or more of its obligations under this Agreement, unless such material default or substantial breach is cured within ninety (90) days of the notice of termination; provided, however, if such material default or substantial breach is incapable of being cured with such ninety (90) day period, any termination pursuant to this Section 6.3 will be ineffective for the period reasonably necessary to cure such breach if the breaching party has taken all steps reasonably capable of being performed within such ninety (90) day period. Furthermore, Company may terminate the status of any Participating Group Physician as a Participating Provider for default or breach of said Participating Group Physician's obligations hereunder upon at least ninety (90) days' notice to said Participating Group Physician, unless default or breach is cured within the notice period. Notwithstanding the foregoing, the effective date of termination may be extended pursuant to Section 6.6 of this Agreement.

6.4. Immediate Termination or Suspension. Company may immediately terminate this Agreement or, where applicable, the status of any Participating Group Physician as a Participating Provider, at Company's discretion at any time, due to any of the following events: (a) the suspension, withdrawal, expiration, revocation or non-renewal of any Federal, state or local license, certificate or other legal credential authorizing Group and/or Participating Group Physicians to practice medicine; (b) a suspension or revocation of a Participating Group Physician's DEA certification or other right to prescribe controlled substances; (c) the indictment, arrest or conviction of a felony; or for any indictment, arrest or conviction of criminal charge related to or in any way impairing Group's and Participating Group Physician's ability to provide Covered Services to Members; (d) the loss or material limitation of Group's or Participating Group Physician's insurance under Section 2.9 of this Agreement; (e) the debarment or suspension of Group or Participating Group Physicians from participation in any government sponsored program, including, but not limited to, Medicare or Medicaid; (f) the listing of Group or Participating Group Physicians in the Healthcare Integrity and Protection Data Bank ("HIPDB"); (g) change of control of Group to an entity not acceptable to Company; (h) any false statement or material omission of Participating Group Physician in the participation application and/or confidential information forms and all other requested information, as determined by Company in its sole discretion; (i) any adverse action with respect to Participating Group Physician's hospital staff privileges; or (j) a determination by Company that Group or Participating Group Physician's continued participating in provider networks could result in harm to Members. To protect the interests of patients, including Members, Group and/or Participating Group Physicians will provide immediate notice to Company of any of the events described in this Section 6.4, including notification of impending bankruptcy.

6.5. Obligations Following Termination. Following the effective date of any expiration or termination of this Agreement or any Plan, Group and Participating Group Physicians and Company will cooperate as provided in Section 6.5. This Section 6.5 shall survive the termination of this Agreement, regardless of the cause of termination.

6.5.1. Upon Termination. Upon expiration or termination of this Agreement for any reason, other than termination by Company in accordance with Section 6.4 above, Group and Participating Group Physicians agree to provide Physician Services at Company's discretion to: (a) any Member under a Participating Group Physician's care who, at the time of the expiration or termination is a registered bed patient at a Participating Facility until such Members discharge or Company's orderly transition of such Member's care to another provider, and (b) any Member, upon request of such Member or the applicable Plan Sponsor, for one (1) calendar year.

Company shall reimburse Group and Participating Group Physicians for Covered Services to any Member of special circumstances, such as a person who has a disability, acute condition, or life-threatening illness or is past the twenty-fourth week of pregnancy. "Special circumstances" means a condition such that Group or Participating Group Physicians reasonably believes that discontinuing care by Group or Participating Group Physicians could cause harm to the patient. The special circumstances shall be identified by the Group and Participating Group Physicians, who must request that the Member be permitted to continue treatment under the Group or Participating Group Physician's care and agree not to seek payment from the patient of any amounts for which the Member would not be responsible if the Group and Participating Group Physicians were still a Participating Provider. This subsection does not extend the obligation of Company to reimburse the terminated Group and Participating Group Physicians for ongoing treatment of a Member beyond the 90th day after the effective date of termination, or beyond nine months in the case of a Member who at the time of the termination has been diagnosed with a terminal illness, except that the obligation to reimburse a Member who at the time of the termination is past the 24th week of pregnancy, extends through delivery of the child, immediate postpartum care, and the follow-up checkup within the first six weeks of delivery.

The terms of this Agreement, including the **Services and Compensation Schedule B**, shall apply to all services under this Section 6.5.1.

6.6. Upon Insolvency or Cessation of Operations. If this Agreement terminates as a result of insolvency or cessation of operations of Company, Group and Participating Group Physicians shall continue to provide Physician Services to: (a) all Members for the period for which premium has been paid; and (b) Members confined in an inpatient facility on the date of insolvency or other cessation of operations until medically appropriate discharge. This provision shall be construed to be for the benefit of Members. No modification of this provision shall be effective without the prior written approval of the applicable regulatory agencies.

6.7. Obligation to Cooperate. Upon notice of expiration or termination of this Agreement or of a Plan, Group and Participating Group Physicians shall cooperate with Company and comply with Policies, if any, in the transfer of Members to other providers. Upon notice of termination of

this Agreement or of a Plan, Group and Participating Group Physicians, upon the direction of Company and in accordance with applicable state law, shall provide reasonable advance notice of the impending termination to Members currently under the treatment of Group or Participating Group Physicians.

6.8. Obligation to Notify Members. Upon notice of termination of this Agreement or of a Plan, Company shall provide reasonable advance notice of the impending termination to Members of Plans currently under the treatment of Group and/or Participating Group Physicians, or in the event of immediate termination, as soon as practicable after termination.

6.9. Obligations during Dispute Resolution Proceedings. In the event of any dispute between the Parties in which a Party has provided notice of termination under Section 6.3 and the dispute is required to be resolved or is submitted for resolution under Article 8.0 below, the termination of this Agreement shall be stayed and the Parties shall continue to perform under the terms of this Agreement until the final resolution of the dispute.

7. RELATIONSHIP OF THE PARTIES

7.1. Independent Contractor Status. The relationship between Company and Group and Participating Group Physicians, as well as their respective employees and other agents, is that of independent contractors, and neither shall be considered an agent or representative of the other Party for any purpose, nor shall either hold itself out to be an agent or representative of the other for any purpose. Company and Group will each be solely liable for its own activities and those of its employees and other agents, and neither Company nor Group will be liable in any way for the activities of the other Party or the other Party's employees or other agents arising out of or in connection with: (a) any failure to perform any of the agreements, terms, covenants or conditions of this Agreement; (b) any negligent act or omission or other misconduct; (c) the failure to comply with any applicable laws, rules or regulations; or (d) any accident, injury or damage. Group and Participating Group Physicians acknowledges that all Member care and related decisions are the responsibility of Group and Participating Group Physicians and that Policies do not dictate or control Group's and Participating Group Physicians' clinical decisions with respect to the care of Members. In particular, medical necessity decisions are for compensation purposes only, and do not direct or limit the advice or care which Group and Participating Group Physicians can or should provide in Physician's sole medical judgment. Group agrees to indemnify and hold harmless the Company from any and all claims, liabilities and third party causes of action arising out of the Participating Group Physicians' provision of care to Members. Notwithstanding anything else in this section or this Agreement to the contrary, nothing shall require Group and Participating Group Physicians to indemnify and hold harmless Company (including for costs and counsel fees) from any and all claims, liabilities and third party causes of action arising out of the Company's administration of Plans. This provision shall survive the expiration or termination of this Agreement, regardless of reason for termination.

7.2. Use of Name. Group and Participating Group Physicians consent to the use of Group and Participating Group Physicians' names and other identifying and descriptive material in provider directories and in other materials and marketing literature of Company in all formats, including, but not limited to, electronic media. Group and Participating Group Physicians may use Company's names, logos, trademarks or service marks in marketing materials or otherwise,

upon receipt of Company's prior written consent, which Company shall not unreasonably withhold.

7.3. Interference with Contractual Relations. Group and Participating Group Physicians shall not engage in activities that will cause Company to lose existing or potential Members, including but not limited to: (a) advising Company customers, Plan Sponsors or other entities currently under contract with Company to cancel, or not renew said contracts; (b) impeding or otherwise interfering with negotiations which Company is conducting for the provision of health benefits or Plans; or (c) using or disclosing to any third party membership lists acquired during the term of this Agreement for the purpose of soliciting individuals who were or are Members or otherwise to compete with Company. Nothing in this Section 7.3 is intended or shall be deemed to restrict (i) any communication between a Participating Group Physician and a Member, or a party designated by Member, determined by Participating Group Physician to be necessary or appropriate for the diagnosis and care of the Member and otherwise in accordance with Section 5.5.1; or (ii) notification of participation status with other PPOs or insurers. This Section shall continue to be in effect for a period of one (1) year after the expiration or termination of this Agreement.

8. DISPUTE RESOLUTION

8.1. Member Grievance Dispute Resolution. Group and Participating Group Physicians agree to (a) cooperate with and participate in Company's applicable appeal, grievance and external review procedures (including, but not limited to, medical necessity appeals and expedited appeals procedures) for Members, (b) provide Company with the information necessary to resolve same, and (c) abide by decisions of the applicable appeals, grievance and review committees. Company shall not terminate or refuse to renew this Agreement or otherwise retaliate against Group or Participating Group Physician because Group and Participating Group Physician reasonably filed a complaint or an appeal on behalf of a Member.

8.2. Physician Grievance Dispute Resolution. Company shall provide an internal mechanism under which Group may raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Group shall exhaust this internal mechanism for any contractual disputes prior to instituting any permitted legal proceeding. Discussions and negotiations held pursuant to this Section 8.2 shall be treated as inadmissible compromise and settlement negotiations for purposes of applicable rules of evidence.

9. MISCELLANEOUS

9.1. Amendments. This Agreement constitutes the entire understanding of the Parties and no changes, amendments or alterations shall be effective unless signed and agreed to by duly authorized representatives of both Parties. Notwithstanding the foregoing, at Company's discretion, Company may amend this Agreement upon written notice, by letter, newsletter, electronic mail or other media, to comply with applicable law or regulation or any order or directive of any governmental agency.

9.2. Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of this

Agreement. To be effective, all of these waivers must be in writing and signed by an authorized officer of the Party to be charged. Group waives any claims or cause of action for fraud in the inducement or execution related to these waivers.

9.3. Governing Law. Unless otherwise provided for, this Agreement shall be governed in all respects by the laws of the state of Utah.

9.4. Liability. Notwithstanding Section 9.3, either Party's liability, if any, for damages to the other Party for any cause whatsoever arising out of or related to this Agreement, and regardless of the form of the action, shall be limited to the damaged Party's actual damages. Neither Party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever sustained as a result of a breach of this Agreement or any action, inaction, alleged tortious conduct, or delay by the other Party.

9.5. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Neither Party shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection.

9.6. Successors; Assignment. This Agreement relates solely to the provision of Physician Services by Group and Participating Group Physicians and does not apply to any other organization which succeeds to Group assets, by merger, acquisition or otherwise, or is an affiliate of Group. Neither Party may assign its rights or delegate its duties and obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. Company may assign its rights or delegate its duties and obligations to an Affiliate or successor in interest so long as any such assignment or delegation will not have a material impact upon the rights, duties and obligations of Group.

9.7. Headings. The headings contained in this Agreement are included for purposes of convenience only, and shall not affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.

9.8. Notices. Except for notices pursuant to sections 5.2, 6.0, 8.0, 9.1, 9.6 and 9.8, a Party may provide notices pursuant to this Agreement by electronic means if the Party receiving notice has a fax number, e-mail address, or both listed below:

Company fax number: 801-531-6117
Group fax number: 801-908-7488

Company e-mail addresses:
Group e-mail addresses: michellek@westernrehab.net

All notices given pursuant to section 5.2, 6.0, 8.0, 9.1, 9.6, and 9.8 shall be effective only if given in writing and sent by overnight delivery service with proof of receipt, or by United States certified mail return receipt requested, to the addresses listed below. If a Party does not

provide all other notices pursuant to this Agreement by electronic means, then the Party shall give all other notices by United States mail to the other Party's address listed below:

To Group at: Western Rehabilitation Health Network
Attn:Executive Director
PO Box 27677
Salt Lake City, Utah 84127-0677

And to Company at: Town and Country Life Insurance Company
101 South 200 East, Suite 300
Salt Lake City, Utah 84111

A Party may add, change or delete its addresses for notice by electronic means, and may change its address for notice by delivery and United States mail, by notice in conformity with this section 9.8.

9.9. Remedies. Notwithstanding Section 9.3, the Parties agree that each has the right to seek any and all remedies at law or equity in the event of breach or threatened breach of Section(s) 5.5, 6.6 and 7.3.

9.10. Non-Exclusivity. This Agreement is not exclusive and nothing herein shall preclude either Party from contracting with any other person or entity for any purpose. Company makes no representations or guarantees as to the number of Members who may select or be assigned to Group and Participating Group Physicians.

9.11. Force Majeure. If either Party shall be delayed or interrupted in the performance or completion of its obligations hereunder by any act, neglect or default of the other Party, or by an embargo, war, act of terror, riot, incendiary, fire, flood, earthquake, epidemic or other calamity, or other act of God or of the public enemy, governmental act (including, but not restricted to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof. This Section 9.11 shall not apply to either Party's obligations to pay any amounts owning to the other Party, nor to any strike or labor dispute involving such Party or the other Party.

9.12. Survival. In addition to those provisions which by their terms survive expiration or termination of this Agreement (e.g., 4.3.2 and 5.3.1). Sections 1.0, 5.3.2, 5.5, 6.5, 7.3, 8.0 and 9.0 shall survive expiration or termination of this Agreement, regardless of the cause giving rise to expiration or termination of this Agreement.

9.13. Entire Agreement. This Agreement, including Schedules A and B, if applicable and any additional attached schedules, constitute the complete and sole contract between the Parties regarding the subject matter described above and supersedes any and all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included in this Agreement and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral representations, communications, proposals,

agreements, prior course of dealings or discussions of the Parties. There are no oral agreements between the Parties. Group represents that Group has not relied on any data, financial analysis, reports, notes, proposals, conclusions or projections, whether made orally or in writing, made by Company or any of its representatives, agents, employees or advisors, in connection with negotiation, acceptance, execution or delivery of the Agreement by Group.

9.14. Delegation. To the extent Company delegates certain functions to Group, such delegation shall be governed by a separate delegation agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement by their duly authorized officers intending to be legally bound hereby.

GROUP

Signature: _____
Printed Name: Michelle Woods Kuhn
Title: Executive Director
Date: February 12, 2021

TOWN & COUNTRY LIFE INSURANCE CO.

By: _____
Printed Name: William E. Tingey
Title: Treasurer
Date: 2-16-21

REIMBURSEMENT ADDRESS:

See Roster

MAIN TELEPHONE NUMBER: 801-942-2729
CHIEF EXECUTIVE OFFICER: Michelle Woods Kuhn
CHIEF FINANCIAL OFFICER: Michelle Woods Kuhn
OPERATIONS COORDINATOR: Ashley Grover
FEDERAL TAX I.D. NUMBER: WRHN-52-2229954; See Roster for Clinic TINs
CLINIC NPI NUMBER: See Roster for Clinic NPIs
INDIVIDUAL NPI NUMBER: See Roster for Individual NPIs
CLINIC NAME: See Roster for Clinic names

SCHEDULE A – SPECIFIC EMPLOYER PROGRAMS

Town & Country Intermountain Specific Employer Program

Members bearing an ID card with an employer designation of Campbell Scientific; Juniper Systems, ICON, L.W. Miller, Inovar and Peterson Inc. (and such other groups as designated by Town & Country in writing and communicated to Group and Participating Group Physicians), and an administrator designation of "Samera Health" are participants in the Town & Country Intermountain Specific Employer Program. With respect to these Members, Group and Participating Group Physicians acknowledge and agree to the following:

1. With respect to physician services provided to Members in the Town & Country Intermountain Specific Employer Program, with respect to Members accessing the Town and Country Provider Network, Group and Participating Group Physicians agree to bill the entire fee for any services directly to the employer plan. Group and Participating Group Physicians shall not collect Copayments, Coinsurance or Deductibles. The applicable Plan will be responsible for collecting such amounts from the Member. With respect to members accessing the Town and Country Provider Network Standard, Group and Participating Physicians shall collect any co-payment, co-insurance or deductible amounts directly from Member. With respect to members who reside in states other than Utah and Idaho, Group and Participating Physicians shall collect any co-payment, co-insurance or deductible amounts directly from Member."

2. In referring Members to another physician, Group and participating Group Physicians will only refer Members to **physicians in the Network** or an Intermountain Health Care physician.

3. Group and Participating Group Physicians agree that in the event Member requires facility services outside what the Group and Participating Group Physicians provide in their offices, such as x-rays, lab work, MRIs, cat scans, etc., Group and Participating Group Physicians will refer Member to an Intermountain Health Care facility for such services. Notwithstanding the foregoing, where a Member resides or is located in an area outside of the Intermountain Service area and that does not have reasonable access to an IHC facility, Member may be referred to certain alternative facilities. Contracted hospitals in Idaho are Mountain View Hospital, Idaho Falls Community Hospital, Portneuf Medical Center, Franklin County Hospital, Oneida Hospital and Cassia Regional Hospital.

4. Group and Participating Group Physicians agree that they will not provide Members in the Town & Country Intermountain Specific Employer Program services in any facility other than an Intermountain Health Care facility.

SCHEDULE B
SERVICES AND COMPENSATION

1. By virtue of Physician's participation in Town & Country Provider Network, Physician agrees to accept as payment in full for Covered Services provided to Members; the lesser of Physician's billed charge or the maximum allowable amount included in the Town & Country Provider Network 2020 Fee Schedule.

CPT Code	Reimbursement
97110	Flat Rate of $90.00 for any combination of therapy, Medicine and E&M codes
97014	Flat Rate
97032	Flat Rate
97033	Flat Rate
97035	Flat Rate
97912	Flat Rate
97112	Flat Rate
97116	Flat Rate
97140	Flat Rate
97161	Flat Rate
97162	Flat Rate
97163	Flat Rate
97530	Flat Rate
97750	Flat Rate
92522	Flat Rate
92523	Flat Rate
92507	Flat Rate

Each year prior to the anniversary of the Effective Date, the Parties agree to engage in good-faith negotiations to revise the Reimbursement amount.

"Service Area" the Service Area included in this Agreement consists of Bannock, Bingham, Bonneville, Caribou, Cassia, Jefferson, Madison and Teton, counties in Idaho. Other counties may be added to this contract in the future and both parties agree to amend this Agreement as allowed in Section 9.1 of this Agreement.

2. The components used to calculate the maximum allowable amount include the Medicare Physician Fee Schedule (PFS) using the Utah geographic Cost Index (GPCI) multiplied by the relative value unit (RVU) including Non-Facility and Facility Expense (PE) according to the conversion factors for each Current Procedural Terminology (CPT) code listed in section 4-CMS 2020 Release.

3. Where the Member's Health Plan provides for payment of co-payment, coinsurance or deductibles by the Member, payment by payor for Covered Services shall be the maximum allowable amount less the applicable co-payment, coinsurance and/or deductible, subject to the terms of any Limited Employer Program.

4. CPT Code Conversion Factors Summary:

From	To	Category	Conversion Factor
10000	69999	Surgery	85% 2020 UT CMS
70000	79999	Radiology	80% 2020 UT CMS
80000	89999	Laboratory	75% 2020 UT CMS
90000	99199	Medicine	85% 2020 UT CMS
99200	99999	Evaluation & Management	85% 2020 UT CMS

5. Other methodologies (CMS 2020 and Optum releases).

Description	Methodology	Percent of Medicare
Lab	All codes included in the Medicare Clinical Laboratory Fee Schedule (CLFS) Table	75%
DME	All codes included in the Durable Medical Equipment, Prosthetics, and Orthotics & Supplies (DMEPOS) Table	80%
Average Sale Price (ASP)	All codes found on the Medicare Average Sale Price (ASP) Table	75%
Gap Codes	Gap codes include the CPT conversion rate in section 5 and the Optum calculated RVU rate multiplied by the Utah GPCI	Refer to section 5 for code ranges and conversion factors
Default Discount		50% of billed charges

COMPENSATION TERMS AND CONDITIONS:

Definitions

"Service Groupings" means a grouping of codes (e.g., HCPCS, CPT4, ICD-9, ICD-10 or successor standard) that are considered similar services and are contracted at one rate under the Services and Compensation Schedule. Such changes will only be made when there is no material change in the procedure itself. Until updates are complete, the procedure will be paid according to the standards and coding set for the prior period.

General

a. Rates are inclusive of any applicable Member Copayment, Coinsurance, Deductible and any applicable tax including but not limited to sales tax.

b. Payment for services of Mid-level Practitioners (DPM, OD, ST, OT, Chiropractic, CRNA, Nurse Practitioners, Certified Nurse Midwives, Physician Assistants and Registered Nurses) will be reduced to 85% of Physician Fee Schedule or 42.5% default discount.

c. Payment for services of Psychiatric Nurses and any other Licensed Master Level Practitioner (LCSW, CSW, LPC, LMFT, LCMHC, and APRN) will be reduced to 75% of Physician Fee Schedule or 37.5% default discount.

Billing and Coding

a. Group and Participating Group Physicians must submit claims using the same coding rules as traditional Medicare. Providers must follow all Medicare billing guidelines for claims submission and must include all claims information required for traditional Medicare.

b. Company utilizes nationally recognized coding structures. As changes are made to national recognized codes, Company will update internal systems to accommodate new codes. Such updates may include changes to Service Groupings.

c. Company will comply and utilize nationally recognized coding structures as directed under Federal laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA).