



April 28, 2025

Dear Valued Provider,

TriWest Healthcare Alliance (TriWest), whose sole mission is to serve the health care needs of the military and Veteran communities, has partnered with Simplified Benefits Administrators to deliver a high-performing network of providers to serve military members and their families in our community. Over the past decade, TriWest has been privileged to support our nation's Veterans by administering community care for the U.S. Department of Veterans Affairs (VA). With the recent award of the TRICARE (T-5) contract, TriWest is expanding its work and will be returning to serve the U.S. Department of Defense (DOD) and TRICARE beneficiaries in the new West Region, which includes your state. TriWest previously held TRICARE contracts as a partner with the DOD for 17 years, from 1996 through 2013, and is honored to return to this work.

We are writing today to ask you to join us in our mission of serving the health care needs of the military community, which includes: active duty service members, active duty family members, National Guard and Reserve members, their family members, military retirees and retiree family members, survivors, and certain former spouses. By joining our network, you can help make a difference in the lives of our nation's heroes, doing "Whatever It Takes!" to increase access to care.

As we prepare to start health care delivery on January 1, 2025, we have drafted the attached provider agreement for your review and consideration. TriWest is committed to providing a high level of service you can rely on during our journey together, where, on average, 99% of clean claims are processed in less than 10 days! We hope you will join us On a Mission to Serve® by signing the agreement and helping military families receive the care they have earned and deserve.

If you have previously served TRICARE beneficiaries, thank you. Your willingness to join us in serving this critical population gives us the ability to deliver on our nation's promise to deliver quality, convenient health care.

Thank you for responding by **signing and returning this agreement as soon as possible**. We are honored to have you team up with us. If you have any questions, please feel free to contact us at ProviderUpdates@simplifiedbenefitsadministrators.org. For more information about the TRICARE network please visit: <https://www.triwest.com/en/provider/>.

Thank you for your consideration and willingness to serve our nation's military community as a T-5 network provider. We are humbled to embark on this most honorable journey together.

Sincerely,

TriWest Healthcare Alliance &
Simplified Benefits Administrators
Attachment: TRICARE T-5 Provider Contract

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**TRIWEST AMENDMENT
TO
SIMPLIFIED BENEFITS ADMINISTRATORS, LLC
Professional Services SERVICES AGREEMENT**

THIS AMENDMENT (the “Amendment”), by and between **Simplified Benefits Administrators, LLC**, for itself and on behalf of its Affiliates (“SBA”) and Serenity Hill Health Care PLLC (“Provider”), is effective on the date last signed on the signature page (the “Effective Date”).

The term “Provider” as used in this Amendment refers to a SBA Participating Provider, Group Provider, Facility, and other SBA providers of Covered Services in the case of any other type of provider agreement. Provider’s Agreement with SBA, together with this Amendment and any other amendments and addenda to Provider’s Agreement with SBA, are collectively referred to in this Amendment as the “Agreement.” Capitalized terms used but not defined in this Amendment shall have the same meaning as in the Agreement, unless the context otherwise specifically requires.

This Amendment is intended to supplement the Agreement, except to the extent that the provisions below are inconsistent with the provisions of the Agreement, in which case the provisions below shall prevail for services rendered to beneficiaries of the health programs administered by TriWest Healthcare Alliance Corp. (“TriWest”) sponsored by the United States federal government, including specifically the Department of Veterans Affairs (“VA”) and/or the Department of Defense (DOD), hereinafter referenced as “VA Beneficiaries” and/or “TRICARE Beneficiaries”. This Amendment does not in any way affect, alter, or otherwise impact the current contractual arrangement that the Provider currently holds with SBA as it relates to SBA’s commercial population.

WHEREAS, TriWest has contracted with SBA to arrange for the provision of certain healthcare services to its VA and/or TRICARE Beneficiaries:

WHEREAS, this Amendment shall add provisions to the Agreement relevant to the provision of certain healthcare services by Provider to TriWest VA and/or TRICARE Beneficiaries under the VA’s Community Care Network (“CCN”) healthcare program and/or by Provider to TRICARE Beneficiaries under the TRICARE T-5 healthcare program, and under other healthcare programs administered by TriWest that are added to this Agreement in the future in accordance with the provisions set forth below; and

WHEREAS, this Amendment is also intended to extend the UCHealth network of participating providers to TriWest in the event of termination of the relationship between SBA and TriWest.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, it is AGREED:

1. The following shall be added to the Agreement:

003CO86103T01

Version 1 Last Updated 06/04/2024

Page 1

Confidential

VA and/or TRICARE Beneficiary Addendum; Community Care Terms & Conditions;
and, TriWest TRICARE Terms & Conditions:

- A. TriWest shall be a third-party beneficiary of the Agreement and shall be entitled to enforce Provider's duties under the Agreement and this Amendment with respect to all services to VA and/or TRICARE Beneficiaries hereunder, and all duties of Provider hereunder shall apply equally for the benefit of both SBA and TriWest, although Provider will be permitted to fulfill its duties through coordination with either SBA or TriWest as directed by SBA. Except as otherwise provided below in Section 1.E. (Contract Disruption Events), this Amendment shall terminate on the effective date of any termination of the relationship between TriWest, SBA, and Provider, or upon such earlier date that joint notice of such termination is given by TriWest and SBA to Provider. Additionally, upon a termination event between TriWest and SBA only, the Agreement shall continue on a direct basis between TriWest and Provider. In the event of conflicting terms in the Addendum and the Terms & Conditions for a Program, the Terms & Conditions shall apply.
- B. For purposes of this Amendment, the following definitions shall apply:
- A. Authorization, Preauthorization or Prior Authorization – Approval for requested services, procedures or admission that is required prior to services being rendered.
 - B. Clean Claim – A claim that contains all the required data elements necessary for adjudication without requesting supplemental information from the submitter.
 - C. Copayments - Deductibles, copayments and/or cost sharing amounts payable by a VA and/or TRICARE Beneficiary pursuant to the rules, regulations, policies and instructions of the CCN and/or the TRICARE program.
 - D. CCN and/or TRICARE Covered Services - Services, items and supplies for which benefits are available to VA and/or TRICARE Beneficiaries in accordance with the rules, regulations, polices and instructions of the Veterans Administration, and the Veterans Health Administration and/or the Department of Defense and the TRICARE program.
 - E. Electronic Data Interchange (EDI) - The transfer of claims data in a standard electronic format.
 - F. Emergency Care - Medical care required within twenty-four hours or less that is essential to evaluate and stabilize conditions of an Emergency/Emergent Need that if not provided may result in unacceptable morbidity/pain if there is significant delay in evaluation or treatment.
 - G. Emergency/Emergent Need – Conditions of one's health that may result in the loss of life, limb, vision, or result in unacceptable morbidity/pain when there is significant delay in evaluation or treatment.
 - H. Individual Provider - Any professional provider employed by the Provider, or billing for services under the Provider's Tax Identification Number (TIN).
 - I. Medically Necessary (Medical Necessity) - The appropriate and necessary treatment of the patient's condition, illness or injury emphasizing accepted standards of medical practice and applicable policy over cost or resource considerations.

Confidential

- J. Network Provider (Provider) - A provider who has contracted to render CCN and/or TRICARE Covered Services under the CCN and/or TRICARE program through SBA, and any professional provider employed by the contracting provider or billing for services under the contracting provider's Tax Identification Number (TIN).
- K. Program – Any health care program administered by TriWest that is made part of this Agreement through the methods described in Section 1.D. of this Amendment.
- L. Prior Authorization – A required process through which VA and/or the Department of Defense reviews and approves certain medical services to ensure the medical necessity and appropriateness of care prior to services being rendered within a specified timeframe from a non-VA and/or non-TRICARE provider or additional resources in the community. This type of process requires a Prior Authorization be obtained “prior to” the specified service.
- M. TriWest Provider Handbook – The set of comprehensive written guidelines, instructions, rules, policies and procedures for the CCN Program and the TRICARE Program, as established and published by TriWest for participating Providers, and as may be amended from time to time by TriWest.
- N. Urgent Care – The VA medical services defined in 38 C.F.R. § 17.4600(b)(5) provided in an outpatient setting to treat acute or chronic illness or injury.
- O. Reimbursement Rates - The rates set forth in Exhibit 1 applicable to the CCN and/or the TRICARE program, which shall not exceed the amount payable by the VA and/or TRICARE in connection with the CCN program or by the Department of Defense in connection with the TRICARE program.
- P. Veterans Health Administration (VA) and/or Department of Defense (DOD) – The division of the Department of Veterans Affairs and/or the division of the Department of Defense that provides health care services and administers health care benefits for eligible Beneficiaries.
- Q. VA and/or TRICARE Beneficiary - Any person eligible to receive CCN and/or TRICARE Covered Services under the rules, regulations, policies and instructions of the VA and/or the Department of Defense.

C. With respect to Provider's services to VA and/or TRICARE Beneficiaries hereunder, the following shall apply:

1. The VA and/or TRICARE Beneficiary shall be considered the Member, and TriWest shall be considered the Payor hereunder.
2. TriWest shall have the duty to pay Provider, TriWest shall receive the benefit of all duties owed by Provider to SBA, and the relationship of Provider and TriWest shall be that of independent contracting parties.
3. CCN and/or TRICARE Covered Services shall be as defined by the applicable program for services to VA and/or TRICARE Beneficiaries.

Confidential

4. Policies mandated by the VA and/or TRICARE and/or adopted by TriWest to meet VA and/or TRICARE requirements, which can be found in the most current version of the TriWest Provider Handbook applicable to a Program located on the TriWest Provider Portal, shall govern.

VA and/or TRICARE PROGRAM RULES AND REGULATIONS

5. Provider shall comply with applicable laws, rules, regulations, and requirements, including all VA and/or TRICARE and TriWest Terms and Conditions applicable to a Program, rules, regulations, requirements, policies and procedures, including the terms and conditions in the TriWest Provider Handbook, as amended by TriWest from time to time. This includes, without limitation, credentialing, peer review, referrals, utilization review/management, clinical practice guidelines, case management and quality assurance programs and procedures. This also includes submission of information concerning Provider and compliance with Preauthorization requirements, pharmacy, dental, DME, and vision utilization requirements, care approvals, concurrent reviews, retrospective reviews, discharge planning for inpatient admissions, critical event notifications, quality of care audits, and return of medical records. Provider shall complete training provided by TriWest regarding participation in the CCN and/or TRICARE program. Provider agrees that TriWest and/or its designee shall have access, upon demand and at reasonable times, to the books, records and papers of Provider relating to the health care services provided to VA and/or TRICARE Beneficiaries and the Copayments received by Provider from VA and/or TRICARE Beneficiaries for CCN and/or TRICARE Covered Services. Provider shall notify SBA of any change in address, professional affiliation, tax identification number, licensure status, and/or staff privileges. Provider shall use best efforts to notify SBA at least sixty (60) days prior to the date of the change, or at the earliest opportunity. If advance notification is not possible, Provider shall notify SBA no later than fourteen (14) days after the effective date of the change.

INSURANCE

6. Provider shall provide and maintain policies of general and professional liability (malpractice) coverage to insure Provider and each employee or agent of Provider against any claim for damages arising by reason of personal injury or death resulting directly or indirectly from the performance of this Agreement. Such coverage shall be in an amount in accordance with the terms and conditions in the TriWest Provider Handbook and the Terms and Conditions of a Program. Provider shall provide SBA with a certificate of such coverage upon execution of this Agreement and shall provide SBA thirty (30) days' prior notice of any change in coverage or termination or expiration of coverage.

ELIGIBILITY VERIFICATION

7. TriWest shall verify eligibility of VA and/or TRICARE Beneficiaries for services requiring Preauthorization in advance with the VA and/or TRICARE;

REIMBURSEMENT RATES

003CO86103T01

Version 1 Last Updated 06/04/2024

Page 4

Confidential

8. Provider shall accept the Reimbursement Rates set forth in Exhibit 1 to the Agreement as payment in full for the provision of CCN and/or TRICARE Covered Services and as the only payment expected for such services. In order for Provider to be reimbursed for services provided to VA and/or TRICARE Beneficiaries, all CCN and/or TRICARE Covered Services, with the exception of urgent or emergent services for VA beneficiaries, must be Preauthorized by VA. In no event will Provider be paid more than the amount payable by the VA and/or TRICARE. Payment is not guaranteed by a Prior Authorization; it is TriWest's policy to detect and prevent any activity that may constitute a compliance concern including fraud, waste, or abuse, following standards set by federal and state law and regulation. All claims must be properly authorized and Medically Necessary, and not otherwise improper. In the event that Emergency Care is necessary for a VA Beneficiary, Providers must notify the VA, via secure email, secure fax, or EDI, within seventy-two (72) hours of a VA Beneficiary self-presenting to their facility for care; VA will determine whether to authorize care retroactively. If a VA and/or TRICARE Beneficiary is being seen for Preauthorized care and during treatment it is determined the VA and/or TRICARE Beneficiary is experiencing an emergency, the treating Provider must seek emergency treatment immediately and notify the VA and/or TRICARE immediately.

IN-PROGRAM REFERRALS

9. Provider agrees that to the extent Provider utilizes any ancillary Provider to render services for the same episode of care for which Provider has accepted an authorization, Provider should make every effort to utilize CCN and/or TRICARE contracted Providers for ancillary services.

Provider shall use best efforts to comply with the VA and/or TRICARE Beneficiary access standards specified in the Provider Handbook.

CLAIMS SUBMISSION

10. Provider shall submit claims for CCN and/or TRICARE Covered Services on behalf of VA and/or TRICARE Beneficiaries in accordance with the claims submission rules and procedures set forth in the TriWest Provider Handbook. Provider shall use best efforts to submit claims within thirty (30) days after the provision of the CCN and/or TRICARE Covered Services. No payment shall be made for a VA Clean Claim that is (i) submitted more than one hundred and eighty (180) days after the provision of the CCN Covered Services; or (ii) for services provided to VA Beneficiaries without a Prior Authorization by VA; or (iii) for services for VA Beneficiaries for which required medical reports have not been timely received by VA. Referring Provider will comply with Provider Handbook policies and procedures for referrals to ancillary providers.

Provider shall submit all claims for CCN and/or TRICARE Covered Services to TriWest as instructed and collect no funds from the VA Beneficiary. Provider shall not bill VA Beneficiaries or a VA Beneficiary's other insurance (if applicable) for any

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CCN Covered Services, pursuant to the terms described in section C.12 of this Agreement.

REQUIRED DOCUMENTATION

11. Medical documentation that must be sent to VA and/or TRICARE includes both outpatient and inpatient records. Provider shall submit medical documentation to VA and/or TRICARE in accordance with the policies and procedures set forth in the TriWest Provider Handbook for the applicable Program.

MEMBER BILLING

12. VA and/or TRICARE Beneficiaries shall not be billed for any services or supplies furnished under the Agreement. If Provider sets up in preparation for medical treatment, but the treatment is never started, e.g., the VA and/or TRICARE Beneficiary never arrives, there can be no service claim or other fee for those intended services, and there will be no payment or penalty fees. Under no circumstance shall a Provider directly bill a VA and/or TRICARE Beneficiary for not appearing (e.g., “no show”) for their scheduled appointment. Provider shall not bill a VA and/or TRICARE Beneficiary and/or the VA and/or TRICARE Beneficiary's other insurance (if applicable) for these services unless required under a Program. This Agreement does not prohibit Provider from collecting payments from VA and/or TRICARE Beneficiaries for non-CCN and/or non-TRICARE Covered Services or services that were not Medically Necessary, but only where Provider has entered into a written agreement with the VA and/or TRICARE Beneficiary in advance that notifies the VA and/or TRICARE Beneficiary of their payment responsibilities in accordance with federal law and the Agreement.

FRAUD, WASTE AND ABUSE DETERMINATION

13. Payment is not guaranteed by a Prior Authorization. It is TriWest’s policy to detect and prevent any activity that may constitute a compliance concern including fraud, waste, or abuse, following the standards set by federal and state law and regulation. All claims must be properly authorized and Medically Necessary, and not otherwise improper.

MEDICAL RECORD PROVISION

14. Provider shall provide a VA and/or TRICARE Beneficiary with a copy of his or her medical record at no charge to include narrative summary and other documentation of care, within ten (10) business days of the request. Provider shall provide copies of medical records to TriWest within ten (10) business days of TriWest's request, to permit TriWest to conduct peer review, quality assurance and utilization review. TriWest will not pay, and Provider agrees to waive, any costs associated with the aforementioned submission of medical documentation, including but not limited to any copying or handling fees.

HOLD HARMLESS AND INDEMNIFICATION PROVISION

003CO86103T01

Version 1 Last Updated 06/04/2024

Page 6

Confidential

15. Provider shall hold harmless and indemnify and defend SBA and TriWest for, from, and against any Provider-related claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from Provider's wrongful or negligent conduct in the performance of this Agreement including, but not limited to, the provision of health care services by Provider.

MARKETING AND ADVERTISING

16. Provider shall not advertise the award of this Agreement in its' commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs and/or the Department of Defense endorses a product, project or commercial line of endeavor.

TERM AND TERMINATION

17. TERM; TERMINATION:

- A. Term - This Agreement shall commence upon the Effective Date and continue for an initial one (1) year term. Thereafter, the parties to this Agreement agree that the term of this Agreement shall automatically be renewed for one-year periods unless terminated by any party as permitted by this Agreement.
- B. Individual Provider Term – This Agreement shall become effective as to an Individual Provider's participation in the Program upon Individual Provider being fully credentialed by SBA, but no sooner than the Effective Date.
- C. Termination without Cause – Any party to this Agreement may terminate this Agreement at any time without cause upon at least ninety (90) days' prior written notice to the other parties.
- D. Immediate Termination – SBA or TriWest shall have the right to immediately terminate this Agreement upon written notice to Provider upon the occurrence of any of the following events:
1. Provider's Colorado license or another state or federal license or authorization to do business is reduced, restricted, suspended, or terminated (either voluntarily or involuntarily), or Provider's other applicable license or accreditation necessary to perform any services contemplated by this Agreement is reduced, restricted, suspended, or terminated (either voluntarily or involuntarily); or
 2. Provider's professional liability coverage as required under this Agreement is reduced below required amounts or is no longer in effect; or
 3. Provider fails to meet SBA's or TriWest's credentialing, re-credentialing, quality management or utilization management criteria, or fails to comply with quality management or utilization management processes; or
 4. Provider fails to provide material information or provides erroneous information on Provider's credentialing application or re-credentialing application; or

Confidential

5. Provider or any one of its officers is arrested or indicted on felony charges that directly or indirectly relate to provisions of services under this Agreement and SBA or TriWest makes a reasonable and good faith determination that the nature of the charges is such that termination is necessary to avoid unnecessary risk or harm to VA and/or TRICARE Beneficiaries that could occur during the pendency of the criminal proceedings.
- E. Material Breach - Any party to this Agreement may terminate this Agreement for any material breach of this Agreement by the other parties, but only if that breach is not cured within thirty (30) days after written notice to the breaching party.
- F. After termination of this Agreement, Provider shall use reasonable efforts to notify any VA and/or TRICARE Beneficiaries self-presenting or seeking care under this agreement that Provider is no longer a Network Provider when VA and/or TRICARE Beneficiaries seek care from Provider. In addition, Provider shall cooperate with TriWest and SBA to ensure a smooth transition for VA and/or TRICARE Beneficiaries from Provider to another Network Provider.
- G. Termination of this Agreement shall not relieve any party of any obligation to the other parties in accordance with the terms of this Agreement with respect to services furnished prior to such termination and shall not relieve Provider of the obligation to cooperate with TriWest and SBA in arranging for the transfer of care of VA and/or TRICARE Beneficiaries then receiving treatment.
- H. Services Upon Termination - Upon termination of this Agreement, Provider shall continue to provide CCN and/or TRICARE Covered Services for specific conditions for which a VA and/or TRICARE Beneficiary was under a Provider's care at the time of such termination so long as the VA and/or TRICARE Beneficiary retains eligibility, until the earlier of (1) completion of such services or (2) the assumption of such treatment by another provider. Compensation for continued services authorized by TriWest shall be reimbursed at the amount allowed by the applicable health care programs' policy and Federal law.

DISPUTE RESOLUTION

1. In the event of any dispute arising under this Agreement, including without limitation if Provider believes that TriWest incorrectly denied, paid, or processed all or part of a claim and desires to obtain a review of the determination, Provider shall, within ninety (90) days of initial determination:
 - a. submit a written request for review to TriWest; and
 - b. include in the written request the items of concern regarding TriWest's determination and all additional information (including medical information) supporting Provider's belief that the denial was incorrect.

On the basis of the information supplied with the request for review, together with any other information available to it, TriWest will review its prior determination. Provider will be notified in writing of TriWest's decision and the reasons for the determination within sixty (60) days of TriWest's receipt of the request for review.

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If Provider still believes that TriWest's determination is incorrect and/or has information that was not previously available for review when submitted to TriWest, Provider shall direct a second request for review in writing to TriWest within sixty (60) days of receipt of the prior determination.

If Provider fails to submit any request for review within the timeframes set forth above, Provider shall be deemed to have waived its right to any remedies and to pursue the matter further. Without limiting the foregoing, in such instance, Provider may neither initiate a demand for arbitration pursuant to Section VI.D.3 of this Agreement nor pursue additional payment from the Beneficiary.

2. In the event that a dispute is not or cannot be resolved through the review process described above, each Party shall designate a member of its senior management to meet in an attempt to resolve the dispute.

3. The Parties agree that any disputes that cannot be resolved by the review process and senior management meeting shall be settled by final and binding arbitration. Arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. There will be a single arbitrator who shall be a retired federal judge. The arbitration decision shall be binding on both parties and shall be confidential. The arbitrator shall be bound by applicable law and shall issue written findings of fact and conclusions of law. The arbitrator shall have no authority to conduct or issue a decision with respect to any class arbitration or other claim brought by Provider on behalf of the general public under a statute or regulation that allows an individual to sue on behalf of the Attorney General or other federal, state or municipal actor, or in any other representative capacity. The arbitrator shall have no authority to award damages or provide a remedy that would not be available to such prevailing party in a court of law nor shall the arbitrator have the authority to award punitive damages. The cost of the arbitration shall be shared equally by the parties; provided that each party shall be responsible for its own attorney's fees and costs.

4. A demand for arbitration pursuant to Section VI.D.3 must be filed within six (6) months of the date of the written decision rendered of the second request for review described in Section.D.1, notwithstanding any communication between the parties that may take place, or payment(s) that may be subsequently made related to the lack of action or alleged breach that is the subject of the dispute. Should the aggrieved party fail to file a demand for arbitration of the dispute within the timeframes set forth herein, the aggrieved party shall have no right to pursue any remedy with respect to such alleged breach, including, without limitation, initiation of any arbitration or civil action in state or federal court, and if the aggrieved party is Provider, Provider shall have no right to pursue payment of any disputed amounts from any Beneficiaries.

5. In the event the dispute resolution process is initiated as set forth above, any interest charges that would be applicable to claims payments will not accrue while resolution of the dispute is pending.

6. In the event that a judgment upon award in arbitration is not timely satisfied, such judgment may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. Notwithstanding the foregoing, in the event a dispute is resolved pursuant to this Section D., including without limitation any

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resolution due to a waiver of Provider's rights to further pursue a dispute, the subject of the dispute and its resolution shall be confidential.

ADDITION OF NEW TRIWEST-ADMINISTERED PROGRAMS

D. Addition of TriWest-Administered Programs.

1. Provider agrees to participate in the CCN and/or TRICARE program and any other Program(s) that are administered by TriWest that are added to this Agreement pursuant to Section 1. D.3. below.
2. Provider's participation in the CCN and/or TRICARE program shall be effective upon the Effective Date.
3. Additional Programs may be added to the Agreement upon at least thirty (30) days' prior written notice to Provider. Provider's participation in each additional Program will become effective upon the effective date set forth in the written notice provided to Provider unless Provider gives written notice to SBA of Provider's rejection of the new Program prior to the effective date.

CONTRACT DISRUPTION EVENTS

- E. In the event of bankruptcy or the debarment or exclusion of SBA; or the unwillingness of the VA and/or TRICARE to accept SBA as a subcontractor to TriWest; or SBA is sold to a competitor of TriWest; or any other event that would prevent SBA from fulfilling its obligations to TriWest with regard to the provision of healthcare services to VA and/or TRICARE Beneficiaries, then upon written notice of such event Provider hereby agrees to be bound by the terms of a provider agreement with TriWest for services to VA and/or TRICARE Beneficiaries in the form set forth as Exhibit 2 hereto under which TriWest shall manage the provision of services by Provider to VA and/or TRICARE Beneficiaries.
2. All other terms and provisions of the Agreement not modified as set forth herein shall remain in full force and effect.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date above written.

Simplified Benefits Administrators, LLC

Signed by:
By: Kathy A. Major
2CB55E8B62CA456...

Print Name: Kathy A. Major

Title: Vice President & Executive Director

Date: 5/1/2025

TriWest Health ^{DS} Aurora Alliance Corp:

By: James Griffith

Print Name: James Griffith

Title: Chief Administrative Officer

Date: 5/1/2025

Serenity Hill Health Care PLLC

TIN: 993291345

Signed by:
By: Cecilia Yeboah
60A06007F3304D3...

Print Name: CECILIA AHEMA YEBOAH

Title: PMHNP-BCC,APRN,MSN,BSC (Hons)

Date: 4/30/2025

Whose main address is:

2101 S Blackhawk St Ste 240

Aurora, Colorado, 80014

Phone:

Fax:

PROFILE SHEET

W9/LEGAL BUSINESS NAME	Serenity Hill Health Care PLLC
FEDERAL TAX ID #	993291345
PRIMARY CONTACT PERSON	Cecelia Yeboah
PRIMARY TITLE	
PRIMARY EMAIL	serenityhcs@serenityhillhealthcare.com
PRIMARY PHONE	
PRIMARY AUTHORIZATION FAX	
PRIMARY PHYSICAL ADDRESS	2101 S Blackhawk St Ste 240
PRIMARY PHYSICAL CITY	Aurora
PRIMARY PHYSICAL STATE	Colorado
PRIMARY PHYSICAL ZIPCODE	80014
BILLING CONTACT PERSON	
BILLING EMAIL	
BILLING PHONE	
BILLING FAX	
BILLING ADDRESS LINE 1	2325 S Genoa St
BILLING CITY	Aurora
BILLING STATE	Colorado
BILLING ZIP	80013

PROFESSIONAL SERVICES AGREEMENT

PARTIES

Simplified Benefits Administrators, (“Network Subcontractor”) and Serenity Hill Health Care PLLC, on behalf of itself and each of its affiliated individual providers to be credentialed under this Agreement hereto (collectively “Provider”). Network Subcontractor and Provider are referred to individually herein as a Party and collectively as the Parties.

EFFECTIVE DATE

This Agreement (the “Agreement”) shall be effective on the date last signed on the signature page (the “Effective Date”).

RECITALS

- A. Network Subcontractor has subcontracted with TriWest Healthcare Alliance Corp. (“TriWest”) to establish a provider network for TriWest in conjunction with TriWest-administered health care programs.
- B. Provider is duly licensed and/or certified, and in good standing with, the state in which they operate, and desires to participate in Network Subcontractor’s network for TriWest-administered health care programs.

Therefore, the Parties agree as follows:

AGREEMENT

I. DEFINITIONS

Authorization, Preauthorization or Prior Authorization – Approval for requested services, procedures or admission that is required to be obtained prior to services being rendered.

Beneficiary – Any person eligible to receive Covered Services under the rules, regulations, policies and instructions of an applicable health care Program.

Clean Claim – A claim that contains all the required data elements necessary for adjudication without requesting supplemental information from the submitter.

Copayments - Deductibles, copayments and/or cost sharing amounts payable by a Beneficiary pursuant to the rules, regulations, policies and instructions of an applicable health care Program.

Covered Services - Services, items and supplies for which benefits are available in accordance with the rules, regulations, policies and instructions of an applicable health care Program.

Electronic Data Interchange (EDI) - The transfer of claims data in a standard electronic format.

Medically Necessary (Medical Necessity) - The appropriate and necessary treatment of the patient’s condition, illness or injury emphasizing accepted standards of medical practice and applicable policy over cost or resource considerations.

Network Provider (Provider) - A provider who has contracted to render Covered Services under an applicable health care Program and any professional provider employed by the contracting provider or billing for services under the contracting provider's Tax Identification Number (TIN).

Program – Any health care program administered by TriWest that is made part of this Agreement through the methods described in Section V of this Agreement.

Provider Handbook – A Program-specific set of comprehensive written guidelines, instructions, rules, policies and procedures as established and published by TriWest for participating Providers, as may be amended from time to time by TriWest in accordance with the provisions of this Agreement.

Reimbursement Rates - The rates set forth in Exhibit(s) applicable to a TriWest-administered health care program, which shall not exceed the amount payable by the health care program.

TriWest - TriWest Healthcare Alliance Corp. and, as applicable, its subcontractors.

II. TERM; TERMINATION

- A. Term - This Agreement shall commence upon the Effective Date and continue for an initial two year term. Thereafter, both Parties agree that the term of this Agreement shall automatically be extended for one-year periods unless terminated by either Party as permitted by this Agreement.
- B. Individual Provider Term – This Agreement shall become effective as to an individual Provider's participation in the Program upon individual Provider being fully credentialed by TriWest, but no sooner than the Effective Date.
- C. Termination without Cause - Either Party may terminate this Agreement at any time without cause upon at least ninety (90) days' prior written notice to the other Party. Participation of any individual Provider credentialed under this Agreement shall be automatically terminated on the date of disaffiliation of the individual Provider from Provider. Provider shall give TriWest at least ninety (90) days' prior written notice of the individual Provider's disaffiliation with Provider. An individual Provider terminating its participation shall not terminate this Agreement for the remaining Providers credentialed under this Agreement.
- D. Immediate Termination - Network Subcontractor shall have the right to immediately terminate this Agreement or a Provider's participation in a TriWest-administered Program upon written notice to Provider upon the occurrence of any of the events listed in the applicable Provider Handbook, including but not limited to loss of state or federal license, substandard liability insurance, non-compliance/falsification on credentialing application, or Provider is arrested on felony charges. Termination of an individual Provider pursuant to this Section II.D. will not terminate this Agreement for the remaining Providers credentialed under this Agreement.
- E. Material Breach - Either Party may terminate this Agreement for any material breach of this Agreement by the other Party, but only if that breach is not cured within thirty (30) days after written notice to the breaching Party.

- F. After termination of this Agreement, Provider shall notify any Beneficiaries that self presents for treatment that Provider is no longer a Network Provider and Provider shall cooperate with TriWest to ensure a smooth transition for Beneficiaries from Provider to another Network Provider. This paragraph shall survive the termination of this Agreement.
- G. Services Upon Termination - Upon termination of this Agreement, Provider shall continue to provide Covered Services for specific conditions for which a Beneficiary was under a Provider's care at the time of such termination so long as the Beneficiary retains eligibility, until the earlier of (1) completion of such services or (2) the assumption of such treatment by another Provider. Compensation for continued services authorized by TriWest shall be reimbursed at the amount allowed by the applicable health care Program's policy and Federal law.

III. PROVIDER'S RESPONSIBILITIES

- A. Provider agrees to treat Beneficiaries according to the terms and conditions of this Agreement and the terms and conditions set forth in the applicable Provider Handbook, as amended from time to time, and in accordance with all applicable laws, rules and regulations pertaining to the applicable program. Provider shall accept the terms of reimbursement and Reimbursement Rates set forth in the applicable exhibit as payment in full for Covered Services. This paragraph shall survive the termination of this Agreement.
- B. Provider agrees to be bound by, and comply with, the Provider Handbook applicable to each Program under which Provider provides Covered Services to a Beneficiary. The Provider Handbook can be found on the TriWest Provider Portal. The Provider Handbook may be amended from time to time by TriWest, provided that TriWest or Network Subcontractor will provide electronic or written notice to Provider of any material changes to a Provider Handbook no fewer than thirty (30) days prior to the effective date of any change. Such notice may be provided through a posting by TriWest or its designee on the TriWest Provider Portal or by any other method reasonably calculated to make the Provider aware of the amendment. This paragraph shall survive the termination of this Agreement.
- C. Provider shall collect applicable Copayments from Beneficiaries. Provider may not bill Beneficiaries for any service that is not a Covered Service or excluded. Except for applicable Copayments, Provider agrees that in no event (including, but not limited to, nonpayment, or breach of this Agreement by TriWest or Network Subcontractor, or TriWest's or Network Subcontractor's insolvency) shall Provider bill or collect for Covered Services from a Beneficiary. Provider shall not require payment from a Beneficiary for any excluded or excludable service and/or non-Covered Service that the Beneficiary received unless the Beneficiary has been properly informed that the services are excludable and/or not Covered Services and has agreed in advance of receiving the services, in writing, to pay for such services. The writing must be specific as to the details of the excluded or non-Covered Service. General agreements to pay, such as those signed by the Beneficiary at the time of service, are not sufficient to establish that

- the Beneficiary knew specific services were excluded or excludable or that the Beneficiary agreed to pay. This provision shall survive termination of this Agreement.
- D. All claims shall be submitted electronically pursuant to the claims submission rules and procedures found in the applicable Provider Handbook.
- E. Provider shall comply with all applicable federal, state and local laws, including but not limited to, confidentiality and security of Beneficiary medical records, Health Insurance Portability and Accountability Act (HIPAA), Americans with Disabilities Act, discrimination, and handicap accessibility. Furthermore, Provider warrants and certifies that Provider is in compliance with all federal, state and local laws applicable to Provider's business of providing health care services. Provider shall also comply with all regulations, rules, policies and procedures of the applicable Program, including any materials published by the applicable health care Program and/or TriWest, including but not limited to the applicable Provider Handbook.
- F. Provider must comply with all credentialing requirements of the applicable Program, which are located in the applicable Provider Handbook.
- G. Immediately upon learning of any actions, policies, determinations or internal or external developments that may have a direct impact on any Provider's ability to perform its obligations under this Agreement, Provider shall notify TriWest in writing pursuant to the provisions set forth in the applicable Provider Handbook.
- H. Provider agrees that TriWest and its designee, including without limitation, Network Subcontractor, shall have access, upon demand and at reasonable times, to the books, records and papers of Provider relating to the health care services provided to Beneficiaries under an applicable Program, to the costs thereof, and to Copayments received by Provider from Beneficiaries for Covered Services. TriWest and its designee shall have the right to inspect, at reasonable times, Provider's facilities upon five (5) days' prior notice to Provider. Provider will provide adequate space to TriWest and its designee for the conduct of on-site inspections and reviews and shall cooperate in the conduct of such on-site inspections and reviews. Provider will photocopy and deliver to TriWest or its designee all information required for off-site review by TriWest of Provider's performance under this Agreement within thirty (30) days of a request by TriWest. This section shall survive termination of this Agreement.
- I. Provider shall maintain applicable licensure, Medicare certification, and be able to provide evidence of full accreditation by The Joint Commission as applicable or other accreditation organization approved by TriWest. Provider shall be responsible for ensuring its directly employed or contracted professional(s) maintain applicable state license(s) that are free of any sanctions or restrictions.
- J. If Provider enters into any subcontracts with any subcontractors whereby such subcontractor assumes any of Provider's duties, responsibilities, or other obligations under this Agreement, Provider assumes full responsibility for credentialing, licensure, and professional liability insurance of said subcontractor and shall ensure that any such subcontracts require subcontractors to comply with the terms and conditions of this Agreement.

IV. PAYMENT TO PROVIDER

- A. TriWest will make best efforts to process Clean Claims within thirty (30) days of receipt and will make payment directly to Provider for Covered Services rendered by Provider to Beneficiaries in accordance with the terms of the Reimbursement Exhibit. Provider understands and agrees that neither Network Subcontractor nor TriWest is the insurer, guarantor or underwriter of the payment of benefits to Provider for the Programs, and agrees that Network Subcontractor shall not be responsible for payment of any claims submitted by Provider for Covered Services to Beneficiaries.
- B. All services must be authorized, Medically Necessary and provided at the appropriate level of care. Provider must comply with applicable TriWest utilization review/medical management programs and procedures. TriWest may utilize a standard industry code review system in adjudicating claims and determining appropriate levels of coding.
- C. Provider understands and agrees that there may be payment adjustments, including retroactive adjustments, through the remittance or return of underpayments, overpayments, recoupments and adjustments for retroactive terminations or denials of coverage and claims payment determinations. Payments to Provider may be disallowed or reduced for noncompliance with required utilization review/management programs and procedures, including without limitation failure to obtain a required Preauthorization or continued stay approval, even if the services are not denied on the grounds that the services were not Medically Necessary or were provided at an inappropriate level of care. Amounts that are disallowed or reduced may not be billed to Beneficiaries.

V. PARTICIPATION IN TRIWEST PROGRAMS

- A. Provider agrees to participate in all Programs that TriWest currently administers and in the future will administer. This Agreement will apply to Provider's participation in, and provision of Covered Services to a Beneficiary under, all such Programs. Provider further agrees that Provider's participation is governed by the Terms and Conditions applicable to each Program, which will be delivered at signing or at the time a Program is later added to this Agreement pursuant to Section V, paragraph C of this Agreement, and by the Provider Handbook for that program.
- B. Provider's participation in Programs currently administered by TriWest shall be effective upon the Effective Date set forth above.
- C. Additional Programs may be added to this Agreement upon at least thirty (30) days' prior written notice to Provider. Provider's participation in each additional Program will become effective upon the effective date set forth in the written notice provided to Provider unless Provider gives written notice to TriWest or Network Subcontractor of Provider's rejection of the new Program prior to the effective date.

VI. GENERAL PROVISIONS

A. Modifications

Any modification of this Agreement, including any of its Addenda, proposed by Network Subcontractor shall be effective thirty (30) days after Network Subcontractor has given written notice to Provider of the modification and Provider has not notified Network Subcontractor in writing of Provider's rejection of the requested modification within that timeframe.

Modifications that are required because of legislative, regulatory or legal requirements, including without limitation any and all changes made to reimbursement or policies under a government program do not require the consent of Provider and will be effective immediately on the effective date thereof.

B. Applicable Law; Jurisdiction; Venue

This Agreement is governed by the laws in the State in which the Provider is located and applicable federal law. In the event of a conflict between State and federal law, federal law shall control.

C. Assignment

Except as permitted in this Agreement, neither Party may assign or transfer any right, benefit, obligation or duty under the terms of this Agreement to any third party without the prior written consent of the other Party and TriWest as the third party beneficiary, except that Network Subcontractor may assign all or any part of this Agreement or any responsibilities hereunder to TriWest.

D. Network Subcontractor's Relationship to Provider

Provider acknowledges and agrees that he/she/it has not entered into this Agreement based upon representations by any person, entity or organization other than Network Subcontractor and that no person, entity or organization other than Network Subcontractor shall be held accountable or liable to Provider for any of Network Subcontractor's obligations to Provider created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Network Subcontractor other than those obligations created under other provisions of this Agreement.

E. Dispute Resolution

1. In the event of any dispute arising under this Agreement, including without limitation if Provider believes that TriWest incorrectly denied, paid, or processed all or part of a claim and desires to obtain a review of the determination, Provider shall, within ninety (90) days of initial determination:
 - a. submit a written request for review to TriWest; and
 - b. include in the written request the items of concern regarding TriWest's determination and all additional information (including medical information) supporting Provider's belief that the denial was incorrect.

On the basis of the information supplied with the request for review, together with any other information available to it, TriWest will review its prior determination. Provider

will be notified in writing of TriWest's decision and the reasons for the determination within sixty (60) days of TriWest's receipt of the request for review.

If Provider still believes that TriWest's determination is incorrect and/or has information that was not previously available for review when submitted to TriWest, Provider shall direct a second request for review in writing to TriWest within sixty (60) days of receipt of the prior determination.

If Provider fails to submit any request for review within the timeframes set forth above, Provider shall be deemed to have waived its right to any remedies and to pursue the matter further. Without limiting the foregoing, in such instance, Provider may neither initiate a demand for arbitration pursuant to Section VI.E.3 of this Agreement nor pursue additional payment from the Beneficiary.

2. In the event that a dispute is not or cannot be resolved through the review process described above, each Party shall designate a member of its senior management to meet in an attempt to resolve the dispute.
3. The Parties agree that any disputes that cannot be resolved by the review process and senior management meeting shall be settled by final and binding arbitration. Arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. There will be a single arbitrator who shall be a retired federal judge. The arbitration decision shall be binding on both parties and shall be confidential. The arbitrator shall be bound by applicable law and shall issue written findings of fact and conclusions of law. The arbitrator shall have no authority to conduct or issue a decision with respect to any class arbitration or other claim brought by Provider on behalf of the general public under a statute or regulation that allows an individual to sue on behalf of the Attorney General or other federal, state or municipal actor, or in any other representative capacity. The arbitrator shall have no authority to award damages or provide a remedy that would not be available to such prevailing party in a court of law nor shall the arbitrator have the authority to award punitive damages. The cost of the arbitration shall be shared equally by the parties; provided that each party shall be responsible for its own attorneys' fees and costs.
4. A demand for arbitration pursuant to Section VI.E.3 must be filed within six (6) months of the date of the written decision rendered of the second request for review described in Section VI.E.1, notwithstanding any communication between the parties that may take place, or payment(s) that may be subsequently made related to the lack of action or alleged breach that is the subject of the dispute. Should the aggrieved party fail to file a demand for arbitration of the dispute within the timeframes set forth herein, the aggrieved party shall have no right to pursue any remedy with respect to such alleged breach, including, without limitation, initiation of any arbitration or civil action in state or federal court, and if the aggrieved party is Provider, Provider shall have no right to pursue payment of any disputed amounts from any Beneficiaries.
5. In the event the dispute resolution process is initiated as set forth above, any interest charges that would be applicable to claims payments will not accrue while resolution of the dispute is pending.
6. In the event that a judgment upon award in arbitration is not timely satisfied, such judgment may be entered in any court of competent jurisdiction, or application may be

made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. Notwithstanding the foregoing, in the event a dispute is resolved pursuant to this Section VI.E., including without limitation any resolution due to a waiver of Provider's rights to further pursue a dispute, the subject of the dispute and its resolution shall be confidential. This section shall survive the termination of this Agreement.

F. Entire Agreement

This Agreement, including all attachments and Exhibits referenced in this Agreement, the applicable Provider Handbook as amended by TriWest from time to time in accordance with this Agreement, and the Terms & Conditions applicable to each Program are incorporated herein by reference, and constitute the entire understanding of the Parties and supersede all prior agreements between the Parties with respect to the same subject matter.

G. Mutual Indemnification

Provider shall hold harmless and indemnify and defend Network Subcontractor and TriWest for, from, and against any Provider-related claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from any Provider's wrongful or negligent conduct in the performance of this Agreement including, but not limited to, the provision of health care services by any Provider. Network Subcontractor shall hold harmless and indemnify and defend Provider for, from, and against any losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from Network Subcontractor's wrongful or negligent conduct in the performance of this Agreement.

H. Relationship of the Parties

The relationship of the Parties is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship between the Parties is an independent contractor relationship.

I. Waiver

There shall be no waiver of any term, provision or condition of this Agreement unless in writing and signed by both Parties.

J. Release

Provider acknowledges that a number of functions under this agreement will be performed by TriWest as set forth in this Agreement, including, but not limited to, claims adjudication and payment, and utilization review. Provider agrees to this delegation of functions to TriWest and further agrees that Network Subcontractor shall not be liable for payments under this agreement or for negligent or intentional wrongdoing or breach of this Agreement by TriWest. TriWest shall be solely liable for its actions and inactions and for all payments due to Provider under this Agreement.

K. Third Party Beneficiary

TriWest shall be a third-party beneficiary of this Agreement and shall be entitled to enforce Provider's obligations under this Agreement, and Provider shall be entitled to enforce TriWest's obligations under this Agreement. Except as expressly set forth in this Section VI.J, nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

L. Severability

If any provision of this Agreement is deemed illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining sections shall not be affected. This includes, without limitation, a change in law or government program policy that is inconsistent with any provision of this Agreement. In addition Network Subcontractor shall replace the illegal, unenforceable or invalid provision(s) with a new provision(s) that, being valid, legal and enforceable comes closest to the intention of the Parties concerning the illegal, unenforceable or invalid provision(s). Network Subcontractor shall deliver to Provider, in writing, replacement language to effectuate the new provision(s). The replacement language shall specify its effective date and shall take effect without signatures of the Parties.

M. No Oral Modifications.

Except as set forth in Sections III.B, V, and VI.A above, this Agreement and any of its Addenda may be modified or amended only by written agreement executed by all Parties to this Agreement.

N. Construction

The Parties to this Agreement have both had an equal opportunity to review, discuss and negotiate the language and terms of this Agreement and therefore both Parties acknowledge and agree that there shall not be any presumption to construe ambiguous or disputed language against the drafter.

O. Confidentiality

Provider, Network Subcontractor and TriWest each agree to keep strictly confidential all reimbursement rates and payment methodologies set forth in this Agreement and its Addenda, except that this provision does not preclude disclosure by TriWest to Beneficiaries of the method of compensation used by TriWest nor disclosure by Provider, Network Subcontractor or TriWest to government agencies as may be required by law or regulation. Provider and TriWest agree that nothing in this Agreement shall be construed as a limitation of (i) Provider's rights or obligations to discuss with the Beneficiaries matters pertaining to the Beneficiaries' health regardless of coverage options or (ii) TriWest's rights or obligations with respect to subcontractors. Except as provided in this Section VI.M, any other release of the reimbursement rates set forth in this Agreement and its Addenda by Provider, Network Subcontractor or TriWest shall require the written permission of the others. This paragraph shall survive termination of this Agreement.

P. No Inducement to Refer

Nothing contained in this Agreement will require either Party or any physician of a Party to admit or refer any patients to the other Party's facilities. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Physician Ownership and Referral Act (commonly known as the Stark Law). Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

Q. Eligibility for Participation in Government Programs

Each Party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government

healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each Party represents that it is not aware of any such pending action(s) (including criminal action) against it or its employees or independent contractors. Each Party shall notify the other Party immediately upon becoming aware of any pending or final action in any of these areas.

R. Time Limited

This Agreement is not an offer and will not be binding until fully executed by the Parties and accepted by TriWest. This Agreement should be returned to TriWest within one hundred eighty (180) days of Provider's receipt, or Provider should reach out to TriWest to determine whether this Agreement remains valid.

S. Authority on Behalf of Providers

Provider represents and warrants that it is duly authorized to negotiate and enter into this Agreement on behalf of each of the Providers credentialed under this Agreement.

Signature appears on last page

Each person signing this Agreement certifies that he/she has the appropriate authority to bind the respective Party. Intending to be legally bound, the Parties have executed this Agreement as of its Effective Date.

Network Subcontractor
Simplified Benefits Administrators

Signed by:
By: *Kathy A. Major*

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Provider
Serenity Hill Health Care PLLC

Signed By:
By: *Cecilia Yeboah*

00A00007F3504B5...

Signatory Name: Kathy A. Major
Signatory Title: Vice President &
Executive Director

Print Name: CECILIA AHEMA YEBOAH
Title: PMHNP-BCC,APRN,MSN,BSC (Hons)

Date: 5/1/2025

Date: 4/30/2025

Whose main address is:
10375 Park Meadows Drive Suite 125
Lone Tree
Colorado, 80124
Fax:

Tax Id Number: 993291345
Whose main address is:
2101 S Blackhawk St Ste 240
Aurora
Colorado, 80014
Fax: Billing Fax

Accepted by TriWest:

TriWest Healthcare Alliance Corp.

Signature
James Griffith

Date: 5/1/2025

James Griffith
Chief Administrative Officer

Whose main address is:
P.O. Box 42049
Phoenix,
AZ 85053
Fax # (866) 549 - 4618

TRICARE TERMS AND CONDITIONS

These TriWest TRICARE Terms and Conditions (“T & C” or “TRICARE Terms and Conditions”) are hereby incorporated by this reference into the TriWest Amendment to the Simplified Benefits Administrators Professional Services Agreement (“Agreement”) by and between Serenity Hill Health Care PLLC (“Provider”) and Simplified Benefits Administrators, (“Network Subcontractor”), as if fully set forth therein and is hereby effective as of the Effective Date of the Agreement. All defined terms used herein shall have the same meanings set forth in the Agreement unless otherwise specified herein. Provider shall provide TRICARE Beneficiaries (defined below) with the services described herein (“TRICARE Covered Services”) pursuant to those TriWest TRICARE Terms and Conditions.

PURPOSE: The purpose of these T & C is to include Provider in a network to provide health care services to TRICARE Beneficiaries under the TRICARE program and to establish the terms of participation in the TRICARE program.

All of the terms of the Agreement remain in full force and effect and apply to Provider’s participation in the TRICARE program. In the event of a conflict between the terms of these TriWest TRICARE Terms and Conditions and the terms of the Agreement, the terms of these TriWest TRICARE Terms and Conditions shall govern.

In addition to the terms and conditions of the Agreement, the following terms and conditions are applicable to the TRICARE program and are hereby incorporated into the Agreement as contractually binding terms.

1. **DEFINITIONS:** For purposes of these TriWest TRICARE Terms and Conditions, the following definitions shall apply. Additionally, applicable TRICARE Requirements definitions are incorporated by reference and shall also apply:

Adequate Medical Documentation, Medical Treatment Records- Adequate medical documentation contains sufficient information to justify the diagnosis, the treatment plan, and the services and supplies furnished. Under TRICARE/CHAMPUS, it is required that adequate and sufficient clinical records be kept by health care provider(s) to substantiate that specific care was actually and appropriately furnished, was medically necessary and appropriate, and to identify the individual(s) who provided the care. All procedures billed must be documented in the records. In determining whether medical records are adequate, the records will be reviewed under the generally acceptable standards such as the applicable Joint Commission (formally Accreditation of Healthcare Organizations) standards, the Peer Review Organization (PRO) standards (and the provider's state or local licensing requirements) and other requirements specified by TRICARE Requirements. In general, the documentation requirements for a professional provider are not less in the outpatient setting than the inpatient setting.

Authorized Provider- A hospital or institutional provider, physician, or other individual professional provider, or other provider of services or supplies specifically authorized to provide benefits under CHAMPUS pursuant to TRICARE Requirements. Provider shall be an Authorized Provider.

Balance Billing- A provider seeking any payment, other than any payment relating to applicable deductible and cost sharing amounts, from a beneficiary for TRICARE/CHAMPUS covered services for any amount in excess of the applicable TRICARE/CHAMPUS allowable cost or charge. Balance billing is prohibited.

Beneficiary Liability- The legal obligation of a beneficiary, his or her estate, or responsible family member to pay for the costs of medical care or treatment received. Specifically, for the purposes of services and supplies covered by TRICARE, beneficiary liability includes any annual deductible amount or cost-sharing amounts. Beneficiary liability also includes any expenses for medical or related services and supplies not covered by TRICARE.

Civilian Health and Medical Program of the Uniformed Services (“CHAMPUS”) - A term also used for TRICARE and as referenced by the relevant authorities, including TRICARE Requirements. TRICARE and CHAMPUS shall be considered synonymous and interchangeable terms for the purpose of these TRICARE Terms and Conditions and the TriWest TRICARE Provider Handbook.

CHAMPUS Maximum Allowable Charge (“CMAC”) – CMAC is a nationally determined allowable charge level that is adjusted by locality indices and generally, but not always, is equal to or greater than the Medicare Fee Schedule amount.

Defense Health Agency (“DHA”) - A joint, integrated combat support agency that enables the Army, Navy, and Air Force medical services to provide a medically ready force and ready medical force to combatant commands in both peacetime and wartime. DHA is considered part of the government.

Director- The Director of the Defense Health Agency, Director, TRICARE Management Activity, or Director, Office of CHAMPUS. Any references to the Director, Office of CHAMPUS, or OCHAMPUS, or TRICARE Management Activity, shall mean the Director, Defense Health Agency (DHA). Any reference to Director shall also include any person designated by the Director to carry out a particular authority. In addition, any authority of the Director may be exercised by the Assistant Secretary of Defense (Health Affairs).

Director, TRICARE Management Activity- This term includes the Director, TRICARE Management Activity, the official sometimes referred to in this part as the Director, Office of CHAMPUS (or OCHAMPUS), or any designee of the Director, TRICARE Management Activity or the Assistant Secretary of Defense for Health Affairs who is designated for purposes of an action under TRICARE.

Department of Defense (“DOD”)-The Department of Defense is responsible for providing the military forces of the United States of America needed to deter war and protect the security of the country. DOD is also considered part of the government.

Medical Emergency/Emergencies- The sudden and unexpected onset of a medical condition or the acute exacerbation of a chronic condition that is threatening to life, limb, or sight, and requires immediate medical treatment or which manifests painful symptomatology requiring immediate palliative efforts to alleviate suffering. Medical Emergencies include heart attacks, cardiovascular accidents, poisoning, convulsions, kidney stones, and such other acute medical conditions as may be determined to be Medical Emergencies by the Director, CHAMPUS, TriWest, or a designee. In the case of a pregnancy, a Medical Emergency must involve a sudden and unexpected medical complication that puts the mother, the baby, or both, at risk. Pain would not, however, qualify a maternity case as an emergency, nor would incipient birth after the 34th week of gestation; unless an otherwise qualifying, medical condition is present. Examples of Medical Emergencies related to pregnancy or delivery are hemorrhage, ruptured membrane with prolapsed cord, placenta previa, abruptio placenta, presence of shock or unconsciousness, suspected heart attack or stroke, or trauma (such as injuries received in an automobile accident).

Medically (or Psychologically) Necessary preauthorization- A pre (or prior) authorization for payment for medical/surgical or psychological services based upon criteria that are generally accepted by qualified professionals to be reasonable for diagnosis and treatment of an illness, injury, pregnancy, and mental disorder. Provider reimbursement may be reduced or claims denied if services were provided without appropriate Preauthorization.

Military Health System (“MHS”)- Means the system that is operated by the United States Department of Defense and is responsible for providing health services through both Military Treatment Facilities and private sector care to TRICARE eligible beneficiaries, composed of uniformed service members, military retirees, and family members. MHS is also considered part of the government.

Military Treatment Facility (“MTF”)- Means a military facility that operate within the Military Health System provide and direct care of TRICARE Beneficiaries. MTFs are also considered part of the government.

Participating Provider- A TRICARE/CHAMPUS-authorized provider that is required, or has agreed by entering into a TRICARE/CHAMPUS participation agreement or by act of indicating “accept assignment” on the claim form, to accept the TRICARE/CHAMPUS-allowable amount as the maximum total charge for a service or item rendered to a TRICARE/CHAMPUS Beneficiary, whether the amount is paid for fully by TRICARE/CHAMPUS or requires cost-sharing by the TRICARE/CHAMPUS Beneficiary. Provider agrees to be a Participating Provider pursuant to this definition and in accordance with TRICARE Requirements.

Preauthorization- A decision issued in writing, or electronically by the Director, TRICARE Management Activity, TriWest, or a designee, that TRICARE benefits are payable for certain services that a beneficiary has not yet received. The term prior authorization is commonly substituted for preauthorization and has the same meaning. Provider reimbursement may be reduced or claims denied if services were provided without appropriate Preauthorization. Preauthorization is not a guarantee of payment of a claim.

TRICARE Beneficiary/Beneficiaries/MHS Eligible Beneficiary- an individual who has been determined to be eligible for TRICARE/CHAMPUS benefits as set forth in TRICARE Requirements. TRICARE Beneficiary programs include TRICARE Prime and TRICARE Select.

TRICARE/TRICARE Program –a component of the Military Health System (MHS). The TRICARE Program is the means by which managed care activities designed to improve the delivery and financing of health care services in MHS are carried out.

TRICARE Covered Services – Services, items and supplies for which benefits are available to TRICARE Beneficiaries in accordance with the rules, regulations, policies and instructions of DHA and DOD.

TRICARE Requirements- Title 10, United States Code, Chapter 55; 32 CFR Part 199; TRICARE Policy Manual (TPM); TRICARE Reimbursement Manual (TRM); TRICARE Operations Manual (TOM); and TriWest TRICARE Provider Handbook and TriWest Policies and Procedures. As of the Effective Date of these TRICARE Terms and Conditions, TRICARE Manuals may be found at: <https://manuals.health.mil/>. TRICARE Requirements applicable to Provider are hereby incorporated by reference into these TRICARE Terms and Conditions as if fully set out herein.

TriWest TRICARE Provider Handbook (Provider Handbook) – The set of comprehensive written guidelines, instructions, rules, policies and procedures for the TRICARE program, as established and published by TriWest for Participating Providers, and as may be amended from time to time by TriWest in accordance with the provisions of the Agreement.

TERMS AND CONDITIONS

2. Provider must comply with applicable TRICARE Requirements. Provider must comply with TriWest rules, requirements, policies, and procedures, including the TriWest TRICARE Provider Handbook, as amended from time to time, and shall treat TRICARE Beneficiaries pursuant to the terms and conditions of both these TRICARE Terms and Conditions and the Agreement as applicable, and in accordance with TRICARE Requirements. Provider acknowledges and agrees that TriWest must administer the TRICARE managed care services in accordance with TRICARE Requirements.

3. Provider agrees to accept the Reimbursement Rates set forth in Exhibit 1 to these TriWest TRICARE Terms and Conditions, including any discounts or applicable reductions including, but not limited to reductions for not obtaining Preauthorization when required or for not following utilization review requirements, as payment in full for the provision of TRICARE Covered Services to TRICARE Beneficiaries/MHS Eligible Beneficiaries. Preauthorization is not a guarantee of payment of a claim. Provider agrees to participate on all claims and/or charges regardless if a discount applies. TRICARE Requirements shall apply to the administration and processing of claims and applicable reimbursement for the provision of TRICARE Covered Services. Provider must promptly return amounts overpaid and/or erroneous payments pursuant to these TriWest TRICARE Terms and Conditions and in accordance with TRICARE Requirements. TriWest will pay interest on claims when required by TRICARE Requirements.
4. Provider shall not Balance Bill TRICARE Beneficiaries and shall not charge the TRICARE Beneficiary for the following:
 - a. Services for which the Provider is entitled to payment from TRICARE/CHAMPUS
 - b. Services for which the TRICARE Beneficiary would be entitled to have TRICARE/CHAMPUS payment made had the Provider complied with certain procedural requirements.
 - c. Services not medically necessary and appropriate for the clinical management of the presenting illness, injury, disorder, or maternity
 - d. Services for which a TRICARE Beneficiary would be entitled to payment but for a reduction or denial in payment as a result of quality review
 - e. Services rendered during a period in which the Provider was not in compliance with one or more conditions of authorization
5. Provider shall comply with the applicable TRICARE Requirements including, but not limited to the following:
 - a. Provider shall accept the TRICARE/CHAMPUS determined allowable payment combined with the cost-share, deductible, and other health insurance amounts payable by, or on behalf of, the TRICARE Beneficiary, and in accordance with Paragraph 3 of these T & C, as full payment for TRICARE/CHAMPUS allowed services.
 - b. Provider shall collect from the TRICARE/CHAMPUS Beneficiary those amounts that the TRICARE Beneficiary has a liability to pay for the TRICARE/CHAMPUS deductible and cost-share.
 - c. Provider shall permit access by the Director, TRICARE/CHAMPUS, TriWest, or designee, to (i) the clinical record of any TRICARE/CHAMPUS Beneficiary, (ii) to the financial and organizational records of the provider, and (iii) to reports of evaluations and inspections conducted by state, private agencies or organizations. Provider shall not charge the Director, TriWest or any designee for access to records required by this provision.
 - d. Provider shall provide the Director, TRICARE/CHAMPUS, TriWest or designee, prompt written notification of the Provider's employment of an individual who, at any time during the twelve months preceding such employment, was employed in

- a managerial, accounting, auditing, or similar capacity by an agency or organization which is responsible directly or indirectly for decisions regarding Department of Defense payments to Provider.
- e. Provider shall cooperate fully with a designated utilization and clinical quality management organization that has a contract with the Department of Defense for the geographic area in which the provider renders services and/or with TriWest's utilization and clinical quality management activities as the managed care support contractor for the Department of Defense.
 - f. Provider hereby agrees and consents to any and all background checks required by TRICARE Requirements.
 - g. Provider shall obtain written authorization before rendering designated services or items for which TRICARE/CHAMPUS cost-share may be expected.
 - h. Provider shall maintain clinical and other records related to individuals for whom TRICARE/CHAMPUS payment was made for services rendered by the Provider, or otherwise under arrangement, for a period of sixty (60) months from the date of service.
 - i. Provider shall maintain Adequate Medical Documentation and Medical Treatment Records, including contemporaneous clinical records that substantiate the clinical rationale for each course of treatment, periodic evaluation of the efficacy of treatment, and the outcome at completion or discontinuation of treatment.
 - j. Provider shall refer TRICARE/CHAMPUS Beneficiaries only to providers with which the referring provider does not have an economic interest, as defined in TRICARE Requirements; and limit services furnished under arrangement to those for which receipt of payment by the TRICARE/CHAMPUS authorized provider discharges the payment liability of the beneficiary.
 - k. Provider shall comply with TRICARE Requirements applicable to third-party agent (agency) billing arrangements.
6. Providers shall be Medicare participating as applicable. The requirement for Medicare participation applies only to providers that are recognized under Medicare and are eligible to participate with Medicare. This does not mean that a TRICARE-authorized provider not recognized under Medicare is exempt from joining a TRICARE network; it means that such a provider is exempt from the Medicare participation requirement. For the purposes of these TriWest TRICARE Terms and Conditions, "Medicare participating" is interpreted to mean participation on a claim-by-claim basis. Participation on a claim-by-claim basis means that while network providers must agree to participate with Medicare on all claims that involve a TRICARE Beneficiary (dual-eligible claims), they are not required to enter into a participation agreement with Medicare (individual and other non-institutional providers are not required to sign a Centers for Medicare and Medicaid Services (CMS) 460 Form or successor form) as a prerequisite to joining a TRICARE network.
7. Provider must cooperate fully with any government audit or investigation. Provider will cooperate with TriWest's efforts to detect and prevent any activity that may constitute a compliance concern including fraud, waste, or abuse, following standards set by federal and state laws and regulations. Provider's participation in TRICARE under the

Agreement and/or these TriWest TRICARE Terms and Conditions may be immediately terminated, suspended, reduced, or limited to the extent required or authorized by TRICARE Requirements and/or at the direction of DHA. Provider's obligation to fully cooperate with any government investigation or audit regardless of any action specified in this Paragraph 7 shall survive termination of the Agreement and TriWest TRICARE Terms and Conditions.

8. Provider must comply with TRICARE Beneficiary minimum appointment access standards specified in TRICARE Requirements and TriWest TRICARE Provider Handbook. Provider must cooperate with TriWest efforts to facilitate and/or improve compliance with minimum appointment access standards, including promptly responding to TRICARE Beneficiary complaints and concerns.
9. The Provider shall participate in TRICARE on all claims and submit claims on behalf of all TRICARE Beneficiaries for which TRICARE Covered Services are provided. The submission of a claim certifies that the services shown are Medically Necessary and indicated for the health of the patient. Submission of a claim by a physician or supplier, or their representative, certifies that the services were personally furnished or furnished incident to professional service by an employee under immediate personal supervision, except as otherwise permitted by Medicare or TRICARE Requirements. All claims for TRICARE Covered Services must be submitted to TriWest's subcontractor for claims processing in accordance with the TriWest TRICARE Provider Handbook and no later than one year after services are provided. Timely filing may only be extended pursuant to those circumstances allowed by TRICARE Requirements. Provider shall submit claims for TRICARE Covered Services on behalf of TRICARE Beneficiaries in accordance with the claims submission rules and procedures as outlined in the TriWest TRICARE Provider Handbook and TRICARE Requirements. Any claim resubmission, dispute, or appeal may only be submitted in accordance with the Agreement, TriWest TRICARE Provider Handbook and TRICARE Requirements. TRICARE is always secondary payer except to Medicaid. As such, other health insurance shall be billed first. In the event of any conflict between the Agreement, TriWest TRICARE Terms and Conditions, and TRICARE Requirements, TRICARE Requirements shall have first precedence, followed by these TRICARE Terms and Conditions.
10. Provider shall make available and transmit to the government accurate, complete and legible clinical records and information (Adequate Medical Documentation, Medical Treatment Records) pertaining to the care delivered, pursuant to referrals or orders from MTF providers and in compliance with applicable privacy and confidentiality laws and regulations when returning such records and information and in accordance with the TRICARE Requirements and TriWest TRICARE Provider Handbook.
11. Provider shall maintain medical malpractice insurance coverage consistent with state legal requirements, local community standards and meet the requirements specified in the TriWest TRICARE Provider Handbook and other applicable TRICARE Requirements. Insurance coverage may be on either an occurrences basis or on a claims-made basis. 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. Provider shall promptly produce evidence acceptable to TriWest and

the government of such medical malpractice insurance coverage pursuant to the requirements contained in the TriWest TRICARE Provider Handbook and as required by TriWest on an ad-hoc basis.

12. Provider agrees to indemnify, defend, and hold harmless TriWest, and the government, including, but not limited to DHA and DOD, from any and all claims, judgments, costs, liabilities, damages and expenses, including attorney's fees, whatsoever, arising from any acts or omissions in the provision of medical services provided by the Provider to TRICARE Beneficiaries/MHS eligible beneficiaries.
13. Provider must provide TRICARE Beneficiaries with TRICARE Covered Services that are medical necessary, appropriately authorized, and comply with TRICARE Requirements for the provision of TRICARE Covered Services. Provider must comply with all TRICARE Requirements, TriWest published policy and procedures, and the TriWest TRICARE Provider Handbook, including but not limited to Provider training, Prior/Pre-Authorization, referrals, clinical quality management, peer review, credentialing, medical management, emergent care for Medical Emergencies, and utilization management.
14. Provider shall provide copies of Medical Treatment Records to TriWest within ten (10) business days of TriWest's request, to permit TriWest to conduct peer review, quality assurance activities and HEDIS. Provider shall provide copies of Medical Treatment Records to TriWest by the date or timeframe specified by TriWest for conducting utilization review. Unless otherwise specified in TRICARE Requirements or these TriWest TRICARE Terms and Conditions, TriWest will not pay, and Provider agrees to waive, any costs associated with the aforementioned submission of Medical Treatment Records, including but not limited to any copying or handling fees. TriWest will accept secure electronic medical records in a HIPAA-compliant, encrypted format.
15. Provider shall notify TriWest or Subcontractor as applicable, of any change in address, professional affiliation, tax identification number, licensure status, and/or staff privileges. Provider shall use best efforts to notify TriWest or Subcontractor as applicable at least sixty (60) days prior to the date of the change, or at the earliest opportunity if such prior notice is impracticable. If advance notification is not possible, Provider shall notify TriWest or Subcontractor as applicable no later than fourteen (14) days after the effective date of the change.
16. Provider shall not advertise the award of the Agreement or these TriWest TRICARE Terms and Conditions in any advertisement in such a manner as to state or imply that the DOD or DHA endorses a service, product, project or commercial line of endeavor.
17. Requirements specific to Institutional Providers (IP) and TriWest as incoming contractor. IP agrees to comply with the following:
 - a. IP shall cooperate with an incoming contractor in the assumption and conduct of review activities.
 - b. IP shall allocate adequate space for the conduct of any on-site review.

- c. IP shall deliver to the incoming contractor a paper or electronic copy of all required information within thirty (30) calendar days of a request for off-site reviews.
 - d. IP shall provide all beneficiaries, in writing, their rights and responsibilities (e.g., “An Important Message from TRICARE” (TOM Chapter 7, Addendum A), “Hospital Issued Notice of Noncoverage” (TOM Chapter 7, Addendum B).
 - e. IP shall inform the incoming contractor within one (1) business day if they issue a notice that the beneficiary no longer requires inpatient care.
 - f. IP shall assure that each case subject to preadmission or pre-procedure review has been reviewed and approved by the incoming contractor.
 - g. IP agrees, when IP fails to obtain certification as required, IP shall accept full financial liability for any admission subject to preadmission review that was not reviewed and is subsequently found to be medically unnecessary or provided at an inappropriate level (32 CFR 199.15(g)).
 - h. TriWest will notify the Primary Care Manager (PCM) (if the TRICARE Beneficiary is enrolled in TRICARE Prime) within one (1) business day of the inpatient discharge.
 - i. TriWest in its role as incoming contractor shall reimburse IP for costs of providing documents pursuant to this section using the same reimbursement as Medicare.
 - j. TriWest in its role as incoming contractor shall provide detailed information on the review process and criteria used, including financial liability incurred by IP by failing to obtain preauthorization.
18. Requirements for Urgent Care Centers (“UCC”) for TRICARE Beneficiaries that are TRICARE Prime (“TRICARE Prime Beneficiary”). UCC agrees to comply with the following with respect to TRICARE Prime Beneficiaries:
- a. The UCC shall submit a Clear and Legible Report (CLR) of the UCC Encounter within two (2) business days to the MTF where the TRICARE Prime Beneficiary is enrolled.
 - i. The CLR shall include encounter specifics (histories and physicals, progress notes, notes of Episodes of Care (EOC) and other patient information (such as laboratory reports, x-rays readings, operative reports and discharge summaries).
 - ii. The CLR shall include any follow-up appointments recommended during the UCC visit.
 - b. The UCC must advise TRICARE Prime Beneficiaries enrolled to an MTF that non-emergency follow-on care should be sought at the enrollee’s MTF primary care manager whenever possible.
19. Requirements applicable to DOD’s Comprehensive Autism Demonstration (“ACD”):
- a. Providers that provide services to TRICARE Beneficiaries enrolled in the ACD shall comply with all TRICARE Requirements applicable to the ACD, including but not limited to TOM, Chapter 18, Section 3.

20. Provider understands and agrees that TRICARE and TriWest have no obligation under the terms of the Agreement or these T & C to refer TRICARE Beneficiaries to Provider for services.
21. SURVIVABILITY: Paragraphs 2, 3, 4, 5, 7, 9, 11 (specifically, tail coverage requirements), 12 & 14 of these T & C shall survive the termination of these T & C and the Agreement.

If any provision of these T & C is deemed illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over these T & C, the validity of the remaining sections of these T & C and of the Agreement shall not be affected.

No Signature Required

EXHIBIT 1
TRICARE TERMS AND CONDITIONS
REIMBURSEMENT RATES

PROVIDER NAME: Serenity Hill Health Care PLLC
PROVIDER TIN: 993291345

Provider agrees that, as set forth in Section III, Paragraph A and other applicable terms of the Agreement, including but not limited to the TRICARE Terms and Conditions, this Exhibit 1 sets forth the exclusive reimbursement Provider will receive for the provision of Covered Services, except for applicable Beneficiary Liability (copayments, deductibles and cost sharing).

In no event will Provider be paid more than what is permissible under federal law or TRICARE policy pursuant to TRICARE Requirements. Provider agrees that reimbursement is subject to all TRICARE Requirements and no alternative reimbursement methodology shall apply to the Provider's reimbursement. TRICARE Requirements determine applicability of payment methodology for Covered Services. In the event this Exhibit 1 conflicts with TRICARE Requirements, TRICARE Requirements shall apply.

As federal law or regulation, requirements change, TRICARE reimbursement or the methodology to determine any TRICARE payment, this Exhibit is deemed to be automatically updated to comply with the change in federal law or regulation.

Services with a Locality-Based Reimbursement Rate Waiver (LBW) rate approved by the Defense Health Agency (DHA), will be reimbursed at the LBW rate.

Professional Services

Provider agrees to accept the lesser of a 20% discount off of the TRICARE Allowable Charge/CHAMPUS Maximum Allowable Charge (CMAC) or a 35% discount off of Provider's billed charge as the Reimbursement Rate for the provision of TRICARE Covered Services except for applicable Beneficiary Liability. The discount applies to all procedure codes for TRICARE Covered Services specific to Provider. CMAC for all procedure codes is posted by the government on the applicable government website referenced in the TriWest TRICARE Provider Handbook and is hereby incorporated by reference as if fully stated herein.

ALL TRICARE COVERED SERVICES NOT OTHERWISE SPECIFIED HEREIN

Provider agrees to accept the lesser of a 7% discount off of the TRICARE Allowable Charge/CHAMPUS Maximum Allowable Charge (CMAC) for TRICARE Covered Services pursuant to TRICARE Requirements or a 35% discount off of Provider's billed charge as the Reimbursement Rate for the provision of TRICARE Covered Services except for applicable Beneficiary Liability. The discount applies to all services for TRICARE Covered Services specific to Provider. CMAC for TRICARE Covered Services is posted by the government on the applicable government website referenced in the TriWest TRICARE Provider Handbook and is hereby incorporated by reference as if fully stated herein.

Alternative Payment Models (APMs)-APMs are not applicable to this Exhibit 1 and are excluded under the Agreement unless otherwise agreed to by the Parties in writing and approved by DHA.

Exhibit 2 to the TRICARE Terms and Conditions
Provider Listing

Provider Name	Tax ID Number