

PROVIDER NETWORK SERVICES AGREEMENT

This Provider Network Services Agreement (the "Agreement") is made and entered into as of January 1, 2018 ("Effective Date") by and between First Health Group Corp., a Delaware corporation, on behalf of itself and its applicable Affiliates (hereinafter, collectively, "Company") and Five Points MEC Plan, a Texas corporation (hereinafter "Entity"). Each of Company and Entity are individually referred to a "Party" and collectively as the "Parties".

WHEREAS, Entity is a third party administrator which administers self funded health benefits plans on behalf of employers and/or other plan sponsors; and

WHEREAS, Company desires to provide to Entity, for the benefit of Entity's customers, certain services including, but not limited to, medical management, network administration, network access and claims repricing services.

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

ARTICLE 1 DEFINED TERMS

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

1.1 Administrative Guide means the manual(s) or guide(s) provided by Company whether in electronic or paper form, as amended by Company from time to time, which sets forth certain operational policies, procedures, and requirements of Entity and Customers related to the Company Services.

1.2 Administrative Services Agreement means the agreement between Entity and each Customer which describes the services that Entity provides to Customer, which binds Customer to the terms of this Agreement and which specifically requires Customer to pay Participating Providers and fund Assigned Claims at the Contract Rates.

1.3 Affiliate means any corporation, partnership or other legal entity directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership with or control by a Party.

1.4 Assigned Claims means claims for health care services that are adjudicated and processed by Entity or Customer, as applicable as part of a Program.

1.5 Claims Administration means the administration, processing and forwarding payment of claims for Customers as more fully defined and described in Section 4.5 (Claims Administration) herein.

1.6 Clean Claim means an Assigned Claim which, unless otherwise required by law or regulation: (a) is submitted within the proper timeframe as set forth in this Agreement; (b) has: (i) detailed and descriptive medical and patient data; (ii) a corresponding referral (whether in paper or electronic format), if required for the applicable claim; and (iii) whether submitted via an electronic transaction

other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. This BAA shall be governed by and construed in accordance with the same internal laws as that of the Services Agreement.

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

FIVE POINTS MEC PLAN

By: *Isaac Bell*
Printed Name: Isaac Bell
Title: President
Date: 11/21/2017

FIRST HEALTH GROUP CORP.

By: *B Faulkner*
Printed Name: Blaine Faulkner
Title: President
Date: Nov 27, 2017