EXHIBIT F

FEE-FOR-SERVICE COMPENSATION

HOSPITAL SERVICES AND COMPENSATION RATES

(Optimus Valley Hospital, Inc., Fiona Regional Medical Center, Datedale Regional Medical Center, and NorthEast Healthcare Systems)

Plan shall reimburse Hospital for services under this Agreement as set forth herein and as outlined below in this Exhibit F, less applicable copayments.

Medicare Members only:

Inpatient Hospital Services:

Inpatient Hospital Services under this Agreement shall be reimbursed at one hundred three- and one-half percent (103.5%) of the Hospitals prevailing Medicare DRG as determined by CMS at the time of service.

Behavioral Health Inpatient (Separate Unit) Hospital Services:

Behavioral Health inpatient services_under this agreement shall be reimbursed at one thousand fifty dollars (\$1,050.00) per diem for facility service only.

Partial Hospitalization Services:

Partial Hospitalization Services under this Agreement shall be reimbursed at three hundred thirty dollars (\$330) per diem for facility service only.

Outpatient Hospital Services:

Outpatient Hospital services under this Agreement shall be reimbursed at one hundred three- and one-half percent (103.5%) of Hospital's prevailing APC rate as determined by CMS at the time of service.

Outpatient Surgery services (performed in the Hospital) under this Agreement shall be reimbursed at one hundred three- and one-half percent (103.5%) of Hospital's prevailing Medicare Fee Schedule at the time of services.

Outpatient Behavioral Health Services:

Intensive Outpatient Program (IOP) services under this Agreement shall be reimbursed at two hundred fifty-five (\$255) per day/per patient.

Sub-Acute:

Sub-acute services under this Agreement shall be reimbursed at one thousand three hundred dollars (\$1,300) per day for the following revenue codes 190-194 and 199.

Acute Rehab:

Acute Rehab services under this Agreement shall be reimbursed at two thousand two hundred dollars (\$2,200) per day for the following revenue codes 118, 128, 138, 148 and 158.

Implant Exclusions:

Hospital shall be reimbursed under this Agreement for implants at thirty eight percent (38%) of Hospital's billed charges if not included in the DRG rate. No invoice submission is required.

Pharmaceuticals:

Pharmacy shall be reimbursed at thirty eight percent (38%) of Hospital's billed charges, when exceeds five hundred dollars (\$500), when not included in the DRG rate. No invoice submission is required

Outpatient Observation (ED area only):

A 2-midnight stay shall be considered as Inpatient. A one midnight stay if denied as an Inpatient shall be reimbursed as Observation at \$3,600.

Observation under this Agreement shall be rendered in the outpatient ED area only and shall be reimbursed at the contracted rate outlined herein. The parties agree to the application of the then-current version of CMS's Two-Midnight Rule in the determination of inpatient versus observation status as follows:

- Cases where the patient is confined to a bed in Hospital for less than two midnights is presumptively
 treated as Observation unless they have a CMS-defined length-of-stay exception, or the patient
 recovered faster than expected.
- Cases where the patient is confined to a bed in Hospital for two midnights or more are presumptively treated as inpatient.
- The reasonable medical judgment of the attending physician based upon objective criteria in consultation with applicable physician specialists and other medical professionals, and documented in the patient's medical records, must be employed to overcome the aforementioned presumptions.

If there is any dispute or disagreement between the Hospital and the Plan regarding appropriate level of care (i.e. Observation or inpatient) the Parties agree to meet and conduct a Peer Review (defined as "Physician to Physician Review") within eight (8) hours of the dispute, and shall use Interqual clinical standards to make a final determination as to the patient's level of care. If the level of care cannot be determined during the Peer Review process or the Peer Review does not occur within eight (8) hours, both Hospital and Plan agree to use an Independent Review Organization ("IRO") for a final determination. The IRO shall be Rapture Health, unless the parties mutually agree on a different IRO. The cost for review by the IRO will be incurred equally by each Party.

Exceptions/Exclusions:

All Other Outpatient Hospital Services (new or existing) under this Agreement shall be reimbursed at one hundred three- and one-half percent (103.5%) of Hospital's prevailing APC as determined by CMS at the time of services.

All Inpatient and Outpatient Hospital Services with a non-codable/unlisted Medicare DRG/APC or by report rates shall be reimbursed at sixty percent (60%) of Hospital's billed charges

Other Outpatient services not included in DRG shall be reimbursed at thirty eight percent (38%) of Hospital's billed charges.

For Rev Code 191 or Rev Code 169: Following Medicare Guidelines, Plan agrees to reimburse Hospital at the agreed upon DRG reimbursement listed in Exhibit F for all days in which the Member remains in the Hospital if placement delay is the fault of the Plan until such time that Member has exhausted all DRG days or Member is discharged from the Hospital. If the member has exhausted, their Acute Days this will not apply.

EXHIBIT F1

FEE-FOR-SERVICE COMPENSATION

HOME HEALTH AND COMPENSATION RATES

Billing Codes	Service Descriptions	Rates
G0299	Home Visit – Registered Nurse	\$175 (two hours) visit thereafter \$25 per 15 minutes)
G0300	Home Visit – Licensed Practical Nurse	\$175 (two hours) visit thereafter \$25 per 15 minutes)
99601	Home Visit – Infusion Registered Nurse	\$175 (two hours) visit thereafter \$25 per 15 minutes)
S9131	Home Visit – Physician Therapy	\$180 per visit
S9129	Home Visit – Occupational Therapy	\$180 per visit
S9128	Home Visit – Speech Therapy	\$180 per visit
S9127	Home Visit – Social Worker	\$180 per visit
S9470	Home Visit – Dietitian	\$110 per visit
G0156	Home Health Aide	\$100 two hours) thereafter \$25 per 15 minutes)
S9123	Home Visit – Registered Nurse per hour	\$120 per hour
S9124	Home Visit – Licensed Practical Nurse per Hour	\$120 per hour
99602	Home Visit – Infusion Registered Nurse per Hour	\$120 per hour
99600	Home Visit – Would Care	\$120 per day