

AMENDMENT TO PARTICIPATION AGREEMENT FOR VETERANS AFFAIRS COMMUNITY CARE PROGRAM

UnitedHealthcare Insurance Company, contracting on behalf of itself, UnitedHealthcare of Oklahoma, Inc. and other entities that are United's Affiliates (collectively, "United") and Mangum City Hospital Authority dba Mangum Family Clinic ("Provider") are parties to a Participation Agreement (the "Agreement") under which Provider participates in United's network of participating providers.

This amendment to the Agreement (the "Amendment") is effective the first day of the first calendar month that begins at least 30 days after the date beneath the parties' signature below (the "Amendment Effective Date").

RECITALS

- A. Optum Public Sector Solutions, Inc. ("Optum") is a United Affiliate.
- B. Optum, in response to solicitation number VA791-16-R-0086, submitted a bid to the United States Government to provide a Community Care Network ("VA CCN") for the Department of Veterans Affairs (the "VA") on a self-funded basis for the provision of health and administrative services to Enrolled Eligible Veterans (as defined below). In response to Optum's bid, Optum was awarded a Prime Contract by the VA for VA CCN Region 3 (the "Prime Contract").
- C. United wants to make Provider's services available to Enrolled Eligible Veterans, and Provider wishes to provide those services, under the terms and conditions set forth in this Amendment.

The parties to this Amendment agree to the following:

ARTICLE I. DEFINITIONS

The following terms when used in this Amendment have the meanings set forth below. Capitalized terms in this Amendment but not defined in this Amendment will have the meaning set forth in the Agreement. If there is a conflict between the terms of the Agreement and this Amendment concerning the VA CCN, the term set forth in this Amendment will govern for the VA CCN.

- 1.1 **Approved Referral.** An Approved Referral constitutes an authorized service under the VA CCN Requirements (as defined below). Approved Referrals will support a specific plan of care as it relates to a specified number or visits and/or services approved for the individual Enrolled Eligible Veteran over a specified period of time not to exceed one (1) year.
- 1.2 **Enrolled Eligible Veteran.** A person who is enrolled in VA's patient enrollment system established and operated under 38 U.S.C. Section 1705, and is eligible to receive care in the community as determined by the VA.
- 1.3 **Clean Claim.** A Clean Claim means a claim for payment for Contracted Services that contains all the required data elements necessary for adjudication, without requesting supplemental information from the submitter, as required by the VA CCN Requirements.
- 1.4 **Contracted Services.** Covered Services that are within Provider's scope of practice and provided to an Enrolled Eligible Veteran pursuant to VA CCN Requirements in effect at the time

services are rendered and compensated in accordance with this Amendment and VA CCN Requirements.

- 1.5 **Covered Services.** The health care services and supplies that are covered under the VA CCN as described in 38 CFR 17.38 and for which Provider has received an Approved Referral or Prior Authorization.
- 1.6 **Days.** All days referenced in this Amendment and its Exhibits or in the Provider Manual are calendar days unless otherwise noted.
- 1.7 **Emergent Care.** Medical care required within twenty-four (24) hours or less essential to evaluate and stabilize conditions of an emergent need that if not provided may result in unacceptable morbidity/pain if there is significant delay in the evaluation or treatment.
- 1.8 **Emergent Healthcare 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.
- 1.9 **Standardized Episode of Care.** A set of clinically related healthcare services for a specific unique illness or medical condition (diagnosis and/or procedure) provided by an authorized provider during a defined authorized period of time not to exceed one (1) year.
- 1.10 **Provider.** A facility, ancillary provider, physician, physician organization, other health care professional, supplier, or other entity engaged in the delivery of health care services which is licensed and/or certified as required under applicable law, and which has been duly credentialed by United or its designee and is subject to an effective written Amendment directly with United, or indirectly through another entity (such as another provider), to provide Covered Services to Eligible Veterans.
- 1.11 **Provider Manual.** The VA Community Care Network Provider Manual (the "Provider Manual") is added to Table 1 in the Additional Manuals Appendix of the Agreement, and will be an "Additional Manual," as that term is defined in the Additional Manuals Appendix. It will include manuals and handbooks provided by the VA or United for use by Providers. The Provider Manual will be updated from time to time, and United may implement changes to the Provider Manual without Provider's consent if the change is applicable to all or substantially all providers of the same type offering similar services in United's VA CCN. Such changes will be communicated to providers through amendments, updates at vacommunitycare.com or its successor, provider newsletters, bulletins or supplemental manuals or handbooks. If a change to the Provider Manual is material, United will use reasonable commercial efforts to inform Provider via written or electronic notice thirty (30) days in advance of the material change, unless a shorter period is necessary to meet United's obligations to the VA.
- 1.12 **Prior Authorization.** A required process through which VA 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 provider or additional resources in the community. This type of process requires Prior Authorization to be obtained "prior to" the specified service.
- 1.13 **Provider Professional.** The physicians, practitioners, and allied health professionals who have been accepted by United to provide Contracted Services to Enrolled Eligible Veteran.

- 1.14 Reimbursement Rate.** The payment made to Provider for Covered Services provided to an Enrolled Eligible Veteran as set forth in the Payment Appendix to this Amendment. The Reimbursement Rate is calculated in accordance with the VA CCN Requirements. In no event will the Reimbursement Rate exceed the maximum allowed by the VA CCN Requirements.
- 1.15 State.** The state or states in which Provider is to provide Covered Services under this Amendment.
- 1.16 United VA CCN Policies.** The policies, procedures and programs utilized by United for VA CCN and applicable to Provider in effect at the time services are rendered to an Enrolled Eligible Veteran, including, without limitation, the Provider Manual, credentialing and quality management and improvement programs, fraud detection and recovery procedures, eligibility verification, payment and coding guidelines, anti-discrimination requirements, utilization management, case management and disease management plans and programs, grievance and appeal procedures, consultation report policy and procedure, and provider dispute and/or administrative review processes. The United VA CCN Policies are documented and may be modified from time to time through revisions, supplements, modifications or amendments, and Provider may be made aware of those modifications through written or electronic notice via modification notices, amendments, provider newsletters, updates at vacommunitycare.com or its successor, bulletins or supplemental releases.
- 1.17 VA CCN Requirements.** VA CCN Requirements shall mean laws, regulations, and requirements applicable to VA CCN, as may be amended, including but not limited to Title 38, United States Code, Chapter 81, Title 38 Code of Federal Regulations, Chapter 1, Part 17, the Prime Contract, and the United VA CCN Policies.
- 1.18 VA Benefit Plan.** Benefit Plans sponsored, issued, or administered by the VA for veterans enrolled in the patient enrollment system established and operated by the VA under 38 U.S.C. Section 1705.

ARTICLE II. PROVIDER OBLIGATIONS

- 2.1 Provision of Services.** Provider will render Contracted Services to Enrolled and Eligible Veterans, in accordance with the terms and conditions of this Amendment, including all VA CCN Requirements. Provider shall be solely responsible for the quality of Contracted Services rendered by Provider to Enrolled Eligible Veterans. In the event Provider or Provider Professional is uncertain as to whether a service is a Covered Service, the Provider or Provider Professional shall contact the VA, as directed in the Provider Manual and vacommunitycare.com or its successor to obtain a coverage determination prior to rendering services, except in an Emergent Healthcare Need.
- 2.2 Provider Education.** Provider shall participate in, and shall require all Provider Professionals to participate in, the VA CCN education efforts described in the Provider Manual.
- 2.3 Credentialing of Provider Professionals.** Provider shall ensure that each Provider Professional submits to United, or its designee, a credentialing application which meets the requirements of United, to the extent they are subject to credentialing. The credentialing application must be approved by United or its designee prior to any performance taking place by such Provider or Provider Professional under this Amendment.
- 2.4 Office Availability/Access.** Provider shall maintain such offices, equipment, patient service personnel and allied health personnel as may be necessary to provide Contracted Services. Provider shall provide Contracted Services under this Amendment at Provider's offices during

normal business hours, and shall be available, or obtain coverage referenced in Section 2.5, to Enrolled Eligible Veterans by telephone twenty-four (24) hours a day, seven (7) days a week for consultation on medical concerns. Further, Provider shall be available, or obtain coverage referenced in Section 2.5, to provide Contracted Services on an Emergent Care basis twenty-four (24) hours a day, seven (7) days a week.

2.5 Coverage. Provider shall arrange for coverage, in the event of Provider Professional's illness, vacation or other absence from his or her practice, and shall ensure that such coverage is by a Provider. Provider shall ensure that the covering professional abides by the terms of this Amendment.

2.6 Notice of Adverse Action. Provider shall provide written notice to United within five (5) calendar days of the occurrence of any of the following:

- a) Any action taken to restrict, suspend or revoke Provider's or a Provider Professional's license or authorization to provide Contracted Services;
- b) Any suit or arbitration action brought by a patient against Provider or a Provider Professional for malpractice. In addition, Provider shall send United a summary of the final disposition of such action;
- c) Any misdemeanor conviction or felony information or indictment naming Provider or a Provider Professional. In addition, Provider shall send United a summary of the final disposition thereof;
- d) Any disciplinary proceeding or action naming Provider or a Provider Professional before an administrative agency in any state. In addition, Provider shall send United a summary of the final disposition thereof;
- e) Any cancellation or material modification of the professional liability insurance required to be carried by Provider or a Provider Professional under the terms of this Amendment;
- f) Any action taken to restrict, suspend or revoke Provider's or a Provider Professional's participation in Medicare, Medicaid or CHAMPUS, VA CCN or any succeeding program. In addition, Provider shall send United a summary of the final disposition thereof;
- g) Any material Enrolled Eligible Veteran complaints against Provider or a Provider Professional; or
- h) Any other event or situation that could materially affect Provider's ability to carry out Provider's duties and obligations under this Amendment.

2.7 Non-Discrimination. Provider shall not discriminate against any Enrolled Eligible Veteran in the provision of Contracted Services hereunder, whether on the basis of the Enrolled Eligible Veteran's coverage under the VA CCN age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, source of payment, utilization of medical or mental health services, equipment, pharmaceuticals or supplies, or other unlawful basis including, without limitation, the filing by such Enrolled Eligible Veteran of any complaint, grievance or legal action against Provider or United. Provider will make reasonable accommodations for Enrolled Eligible Veteran with disabilities or handicaps, in accordance with all applicable law, including but not limited to, providing such auxiliary aides and services to

Enrolled Eligible Veterans at the Provider's expense as are reasonable, necessary and appropriate for the proper rendering of Contracted Services.

2.8 Clinical Quality Monitoring Plan. Provider will comply with all provisions of the clinical quality monitoring plan, including the provision of medical records and other documentation, and those provisions of VA CCN Requirements that state Provider will cooperate fully with a designated utilization and clinical quality monitoring organization, will agree to follow all quality assurance, utilization management, and patient referral procedures established under VA CCN Requirements, will make available medical records or other pertinent records to designated Veteran's Administration utilization management or quality monitoring contractors, and will authorize the release of information as required by United for such quality assurance and utilization management activities. Provider further authorizes United to release all review data obtained through medical record and other document audits required by the VA or any peer reviewer.

2.9 Prior Authorization. All services other than Emergent Care require a Prior Authorization from the VA. If a Prior Authorization from the VA is not obtained in accordance with VA CCN Requirements, Provider's payment will not be reimbursed and Provider shall not bill the Enrolled Eligible Veteran. Prior Authorization is not a guarantee of payment; payment determinations are made after the claim is submitted for payment, based on the factors set forth in this Amendment and the Provider Manual.

The preferred method of submitting Prior Authorization requests is in electronic format. If Provider has the capability to submit EDI 278 transactions, Provider will submit Prior Authorization requests via Direct Messaging, eHealth Exchange secure online file exchange, secure email, secure fax, or telephone.

2.10 Referrals. All services require an Approved Referral from the VA. The provision of services must be limited to what is set forth in the Approved Referral, which is only valid for the services, time and treatment period specified. Services not included in the Approved Referral and any applicable extension of time and treatment period must be requested by the Provider as a new Approved Referral request.

Where an Enrolled Eligible Veteran self-presents for Emergent Care to an in-network emergency department without an Approved Referral, Provider must both notify the VA and request retroactive Approved Referral from the VA within seventy-two (72) hours of the Enrolled Eligible Veteran self-presenting to the in-network emergency department.

2.11 Medical Documentation. The Provider must deliver, directly to the VA or the referring provider, medical documentation in a secure electronic format or otherwise as defined in the Provider Manual, and include, at a minimum, the data elements described in the Provider Manual.

2.12 Quality Management and Improvement Program. Provider will participate in, cooperate with and comply with all quality management and improvement program requirements and all decisions rendered by United in connection with the quality management and improvement program. Provider also will provide, within ten (10) days of receipt of written or electronic notice, all medical records, review data and other information as may be required or requested under the quality management and improvement program. Records required or requested by United under the quality management and improvement program for VA CCN are not subject to reimbursement by United.

2.13 Professional Liability Insurance.

- a. This a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Provider are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, a Provider's professional medical judgment, diagnosis, or specific medical treatments. Each Provider shall be liable for his or her liability-producing acts or omissions. The Provider shall maintain during the term of this Amendment, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000 per occurrence; \$3,000,000 aggregate. However, if the Provider is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this Amendment shall be fulfilled by incorporating the provisions of the applicable State law.
- b. Provider's liability insurance shall be of the types and in the amounts set forth in paragraph (a), and may be of the types and amounts as specified by applicable state law. In lieu of purchasing the required insurance coverage, Provider may self-insure its medical malpractice and/or professional liability, as well as its commercial general liability coverage.
- c. Unskilled or non-clinical Providers, e.g. Tai Chi instructors, massage therapists, etc. are only required to maintain insurance coverage consistent with the types and limits commonly necessary for their scope of practice, as determined by United and the VA.
- d. Provider will, upon request, furnish evidence to United of its insurability, as required in this section, or the provisions of State law as to self-insurance, or limitations on liability or insurance. Provider shall also provide Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Provider gives written notice to United.
- e. The Provider will notify United if it changes insurance providers during the term this Amendment. The notification shall provide evidence that the Provider will meet all the requirements of this section, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.
- f. If Provider uses the self-insurance option described in this Section, Provider will provide to United, prior to Effective Date, a statement verified by an independent auditor or actuary that its reserve funding levels and process of funding appears to be adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Provider will provide a similar statement during the term of this Amendment upon United's request, which will be made no more frequently than annually or as otherwise specified by the VA. Provider will ensure that its self-insurance fund complies with applicable laws and regulations.

2.14 Listing of Provider. United and its designees may list the name, address, telephone number and other factual information of Provider, in United's provider directory and/or informational materials provided to the VA or otherwise developed by United as third party administrator for the VA . In no event shall Provider market or advertise the VA CCN without the prior written

consent of United, except that Provider may make known the fact that it is a participating provider with United for the VA CCN.

- 2.15 Identification Number/Payment of Taxes.** Provider shall notify United in writing, thirty (30) days in advance, of any changes to Provider's federal tax identification numbers or national provider identification numbers.
- 2.16 Electronic Connectivity.** When made available by United, Provider will make reasonable commercial efforts to do business with United electronically. This includes, but is not limited to, checking eligibility status, claims status, and submitting requests for claims adjustments, referrals, prior authorizations, and claims submission, as well as for additional functionalities after United informs Provider that such functionalities have become available. Providers who do not do business with United electronically may be moved to the end of referral and provider directory search lists.

ARTICLE III. SUBMISSION, PROCESSING AND PAYMENT OF CLAIMS

- 3.1 Submission of Claims.** Provider shall, when possible, submit all claims electronically to United. Claims shall be submitted as complete, accurate Clean Claims in a format approved by United for Contracted Services rendered to an Enrolled Eligible Veteran.

Claims must be submitted within one hundred eighty (180) days after the date of service or date of discharge. Claims received by United beyond the timely filing periods specified in this section will be denied. Provider shall not seek or accept payment from the Enrolled Eligible Veteran in the event United, as a third party administrator for the VA, does not pay Provider for a claim not submitted in a timely manner. Additionally, electronic claims must comply with standardized electronic transactions and code sets as required pursuant to the Health Insurance Portability and Accountability Act ("HIPAA").

Provider will comply with VA CCN Requirements when billing and collecting and/or seeking administrative review of payment for Contracted Services rendered pursuant to this Amendment.

- 3.2 Reimbursement.** United, as a third party administrator for the VA, will pay claims for Contracted Services as further described in the applicable Payment Appendix to this Amendment, and in accordance with the VA CCN Requirements. Provider agrees to accept the Reimbursement Rates as payment in full for Covered Services. In no event will reimbursement for Covered Services exceed the maximum allowed by the VA CCN Requirements.
- 3.3 No Surcharges.** Provider shall not charge the Enrolled Eligible Veteran any fees or surcharges for Covered Services rendered pursuant to this Amendment, or any membership fee or other fee as a prerequisite for accepting an Enrolled Eligible Veteran as a patient. In addition, Provider shall not collect sales or use tax from Enrolled Eligible Veterans for the sale or delivery of Covered Services. If United receives notice of any additional charge, Provider shall fully cooperate with United to investigate such allegations, and shall promptly refund any payment deemed improper to the party who made the payment.
- 3.4 Enrolled Eligible Veteran Hold Harmless.** Provider acknowledges that Enrolled Eligible Veterans do not have financial responsibility for any Covered Services. Provider agrees that in no event, including, but not limited to, non-payment by United, as a third party administrator for the VA, the insolvency of United, or breach of this Amendment, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Enrolled Eligible Veteran or persons other than VA or United, as a third party

administrator for the VA, for Covered Services. In no event may Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against an Enrolled Eligible Veteran for any services denied for failure of Provider to obtain an Approved Referral or any required Prior Authorizations from VA. Enrolled Eligible Veterans must always be held harmless in cases where the Provider fails to submit a claim in accordance with the VA CCN Requirements, delivers healthcare services outside of the validity period or outside the scope of the Approved Referral, or otherwise fails to comply with the VA CCN Requirements. This provision shall survive termination of this Amendment, regardless of the cause giving rise to termination. This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Enrolled Eligible Veteran or persons acting on their behalf.

- 3.5 Other Health Insurance.** Provider shall adhere to the Other Health Insurance policies and procedures set forth in the VA CCN Requirements.
- 3.6 Third Party Recoveries.** If United, as a third party administrator for the VA, has compensated Provider for Covered Services, United retains the right to recover from applicable third parties responsible for payment for services rendered to an Enrolled Eligible Veteran and to retain all such recoveries. Provider will provide United with such information as United may require in order to pursue recoveries from such third party sources, and to promptly remit to United any monies Provider may receive from or with respect to such sources of recovery.
- 3.7 Correction of Claims Payments.** United, as a third party administrator for the VA, may recover from Provider amounts owed to United under this Amendment.

Where a claim is denied partially or in its entirety, Provider must file a written reconsideration request in accordance with the VA CCN Requirements within ninety (90) calendar days from the date of denial. Where a claim has not been denied partially or in its entirety, but the Provider believes the claim has been incorrectly paid, the Provider must seek correction of a given claim payment by giving written notice to United within twelve (12) months after the claim was initially processed.

Provider's failure to comply with the foregoing or any other VA CCN Requirements pertaining to timely filing, reconsideration requests or correction of claim payments will waive any right by Provider to subsequently seek such payment or correction of payment under this Amendment, or through dispute resolution or in any other forum.

United shall have the right, upon written or electronic notice to Provider, to offset overpayments and other amounts Provider owes United under this Amendment against future payments otherwise due to Provider.

- 3.8 VA CCN Contract Phase-Out.** Provider will use reasonable commercial efforts to submit all VA CCN claims within thirty (30) days from date of service or discharge during the phase-out period of United's VA CCN contract with the United States Government.

ARTICLE IV. TERM AND TERMINATION

- 4.1** This Amendment shall take effect on the Amendment Effective Date and shall continue until one of the following occurs:
- a) The parties mutually agree in writing to terminate this Amendment;

- b) Either party terminates the Amendment by providing one-hundred and eighty (180) days prior written notice to the other party;
- c) The Prime Contract expires or is terminated;
- d) A material breach of this Amendment by either party upon sixty (60) days written notice, except that such termination will not take effect if the breach is cured within forty-five (45) days after notice of breach.

4.2 Reimbursement of Services after Termination. United will not reimburse the Provider for any Covered Services provided to an Enrolled Eligible Veteran after this Amendment terminates.

4.3 Enrolled Eligible Veteran Notification. Provider shall notify any Enrolled Eligible Veteran seeking professional services from Provider after the date of termination of this Amendment that the Provider is no longer a participating provider with United for VA CCN. The parties agree to cooperate in good faith and without disparagement in connection with information supplied to Enrolled Eligible Veteran in connection with any termination of this Amendment.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.1 Governing Law. This Amendment will be governed by and construed in accordance with VA CCN Requirements and the laws of the state(s) in which Provider renders Contracted Services (except where preempted by Federal law), and any other applicable law. The parties agree to comply with all applicable laws, rules and regulations regarding the performance of their obligations under this Amendment. United reserves the right to unilaterally amend, revise, or supplement this Amendment with written or electronic notice to Provider where necessary to maintain compliance with VA direction, the Prime Contract, and/or any applicable laws, rules, or regulations.

5.2 Supplemental Terms and Conditions. This Amendment is subject to the supplemental terms and conditions specified in Exhibit A.

5.3 Appendix 2 of the Agreement. With this Amendment, the VA Benefit Plan is added to Section 1 of Appendix 2 of the Agreement.

5.4 Conflict of Provisions. The Provider Manual controls in the event of any material conflict with this Amendment. Applicable statutes or regulations will control in the event of any material conflict with the terms of this Amendment or the Provider Manual.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the Effective Date.

Provider: Mangum City Hospital Authority dba Mangum Family Clinic	
Signature: _____	Street: 118 S Louis Tittle Ave
Print Name: _____	City: Mangum
Title: _____	State: OK Zip Code: 73554
Date: _____	Email: _____
Federal Tax Identification Number:	822087512
Name of Tax Identification Number Owner:	_____

UnitedHealthcare Insurance Company, on behalf of itself, UnitedHealthcare of Oklahoma, Inc. and its other affiliates

Signature: _____
Print Name: _____
Title: _____
Date: _____

List of Exhibits:

Exhibit A: Payment Appendix
