

## **VELOCITY NATIONAL PROVIDER NETWORK**

### **PARTICIPATING PROVIDER HOSPITAL ORGANIZATION SERVICE AGREEMENT**

This PARTICIPATING PROVIDER HOSPITAL ORGANIZATION SERVICE AGREEMENT ("Agreement") is made and entered into as of the Effective Date as it appears on the signature page of this Agreement, by and between Velocity National Provider Network, LLC. ("VNPN"), a Delaware LLC located at 16515 S 40<sup>th</sup> St, Suite 125 Phoenix, AZ 85048, and Mangum City Hospital Authority dba Mangum Regional Medical Center and Mangum Family Clinic at 1 Wickersham Dr, Mangum, OK 73554 and 118 South Louis Tittle Ave, Mangum, OK 73354, respectively ("Participating Provider Hospital Organization").

WHEREAS, VNPN arranges for the provision of high-quality, cost-effective health care services to qualified health plans and their covered individuals; and

WHEREAS, VNPN intends to enter into agreements with Participating Facilities and Providers which authorize VNPN to contract with third party administrators, self-insured employer groups, health and welfare trust funds, insurance companies, Native American tribes, and workers' compensation programs as permitted by law; and

WHEREAS, Participating Provider Hospital Organization is licensed to practice medicine and follows applicable local and state laws, and

WHEREAS, VNPN and Participating Provider Hospital Organization desire to enter into an agreement whereby Participating Facility agrees to provide Covered Services to Members of Health Plans which contract with VNPN and Participating Provider agrees to comply with certain VNPN quality assurance and administrative requirements, utilization review and peer review procedures, in providing such Covered Services to the Members, and

NOW, THEREFORE, and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

#### **ARTICLE I Definitions**

1.1 "Clean Claim" means a properly completed paper billing form (whether a UB-04, CMS 1500, or other applicable form, and as such forms may be amended from time to time) for Covered Services provided to a Member, or an electronic transaction providing such information that contains all information reasonably necessary to accurately adjudicate such claim and that complies with all applicable laws and regulations governing such transactions.

1.2 "Covered Services" means the healthcare treatment services and related benefits to which Covered Individuals are entitled under the Evidence of Coverage and for which the Health Plan provides funding.

1.3 "Emergency" means the unexpected onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably be expected as determined by a prudent layperson to jeopardize the Member's life, cause serious injury or

impairment of bodily functions, or cause serious injury or permanent dysfunction of any bodily organ or part.

1.4 “Evidence of Coverage” means a document which explains Members’ services and benefits covered by a Health Plan and defines the rights, responsibilities and benefits of the Member.

1.5 “Health Plan” means a group policy issued through a licensed insurance company or a benefit agreement offered by a self-funded organization pursuant to which a Member has a financial incentive to use Participating Providers of VNPN.

1.6 “Medically Necessary” means Health care services or supplies needed to diagnose or treat an illness, injury, condition, disease or its symptoms and that meet accepted standards of medicine.

1.7 “Members” means subscribers, enrollees or dependents of the subscriber or enrollee to a Health Plan who are eligible to receive covered services under a Health Plan which utilizes Participating Providers.

1.8 “Participating Hospital” means a hospital which has entered into an agreement with VNPN to provide hospital services to Members in accordance with the terms and conditions of the Evidence of coverage and has opted in to one or more of the VNPN programs.

1.9 “Participating Provider” means a healthcare provider, such as a doctor, physician, ancillary facility, or medical practice that has an agreement or contract with VNPN.

1.10 “Payors” means any entity with group health benefits offered to their employees, a worker’s compensation program.

1.11 “Program” means any contract, insurance policy, health benefit plan or other plan or program under which Participants are eligible for benefits. Program shall not include:

- a. auto medical plans;
- b. government programs, <including Medicare or Medicaid>
- c. Discount Card Programs. Discount Card Program means a non-insured business arrangement offered by VNPN under which, in exchange for a fee or other consideration paid by Health Plan or Members, and upon presentation of identification bearing the VNPN authorized name and/or logo, a Participant has the right to reimburse Participating Hospital or Providers directly at the Contract Rate as payment in full for health care services rendered.;
- d. Practitioner Only Plans. Practitioner Only Plan means a Benefit Program offered by VNPN or Health Plan that (i) provides benefits for Practitioner/Professional Only access, which may include certain laboratories and ancillaries, as determined by VNPN and Health Plan, **and** (ii) is identified by an VNPN authorized name and/or logo with a “Practitioner Only” or “Practitioner & Ancillary Only” tagline on Participant’s identification;
- e. Referenced Based Plans. A referenced based plan means a Benefit Program offered by Health Plan whose benefit plan design only allows reimbursement to either the Member or any Provider at a pre-determined rate calculated as a percentage of Medicare and does not calculate the allowable amount on claims at the rate contracted for under this Agreement.

## **ARTICLE II**

### **Obligations of VNPN**

2.1 VNPN shall establish and maintain a network or networks of Participating Providers and Participating Hospitals, who will provide Covered Services to Members upon the terms and conditions set forth herein.

2.2 Explanation of Benefits (EOBs) must contain a reference to VNPN utilization by Payors in order for this Agreement to apply.

2.3 Participating Provider and Participating Hospital hereby acknowledges and understands that VNPN is not liable for payment of Covered Services under any circumstance. Any and all payments for services are the sole responsibility of VNPN's Payor. VNPN will use best efforts to facilitate any discussions that take place should improper payment occur.

2.4 VNPN shall ensure that Payors adhere to the terms of the Agreement and will assist Participating Providers as requested to receive payment from Payor.

2.5 VNPN may market, advertise and promote Participating Providers to VNPN Payors.

## **ARTICLE III**

### **Obligations of Participating Provider and Participating Hospital**

3.1 Participating Provider and Participating Hospital shall provide Covered Services to Members within the scope of the Participating Provider's license, certification, and specialty. Participating Provider and Participating Hospital agrees to adhere to all applicable state and federal laws. Participating Provider and Participating Hospital shall make best effort to provide Covered Services in the same manner, with the same availability, and in accordance with the same standards as provided to other patients and without discrimination based on subjects including but not limited to sources of payment of services, race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, handicapped or lawful employment.

3.2 Participating Provider and Participating Hospital agrees to notify VNPN of any and all changes, additions and deletions as it pertains to the demographics requested in Exhibit A and Exhibit B of this Agreement for the purposes of maintaining a Participating Provider and Participating Hospital database for VNPN directories. Notification may be submitted to VNPN electronically at [updates@velocityppo.com](mailto:updates@velocityppo.com)

3.3 Participating Provider and Participating Hospital agrees that the tax identification number(s) in this agreement are contractually obligated to all the terms of this Agreement.

## **ARTICLE IV**

### **Referral to Participating Providers**

4.1 Participating Provider and Participating Hospital agrees, whenever reasonably and medically appropriate, to send a patient to another practitioner (ex. specialist) for consultation or a health care service that the referring source believes is necessary but is not prepared or qualified to provide.

## **ARTICLE V**

### **Participating Provider and Participating Hospital Billing Procedures**

5.1 Participating Provider and Participating Hospital agrees to submit claims on all Covered Services directly to the entity designated on the Member's identification card.

5.2 Participating Provider and Participating Hospital agrees to accept as payment in full for Covered Services rendered to a Member the lesser of billed charges or the negotiated rate. Participating Providers may only bill the Member for any co-payment, deductible or co-insurance required by the Health Plan. Participating Providers may bill a Member for services that are not Covered Services under the Member's Health Plan. Participating Provider and Participating Hospital agrees that all payments shall be made subject to Medical Necessity provisions and subject to any Payor utilization review and procedure.

5.3 Participating Providers shall submit, within one hundred and eighty (180) days of date of service to Payor, the claim for Covered Services rendered to Members consistent with Article V of this Agreement. Such services shall show gross charges for all Covered Services rendered identified by code as it appears in the current Physician's Current Procedural Terminology (CPT) or Revenue Cycle Management (RCM) revenue codes. Claims shall be submitted on standard HCFA 1500 Universal Claims Forms, UB-04 Claims Forms, or on other forms or using electronic media acceptable to VNPN.

5.4 This provision shall survive the termination of this Agreement on services rendered while this Agreement was in effect.

## **ARTICLE VI**

### **Payment to Participating Providers**

6.1 Payors shall cause automatic assignment of benefits and pay directly to the Participating Provider for Covered Services. Payment will never come from VNPN directly.

6.2 Payors shall remit payment for a Clean Claim within thirty (30) days from the date of receipt of a non-electronic Clean Claim and within thirty (30) days from the date of receipt of an electronic Clean Claim for services rendered by a Participating Provider, unless one of the following has occurred:

- a. The claim submitted is not a Clean Claim;
- b. Billing of services rendered is not consistent with current CPT or RCM revenue codes;
- c. Services rendered are subject to coordination of benefits and/or utilization review; or

d. Members eligibility is under review.

6.3 If a Participating Provider claim is not paid within the timeframes specified in section 6.2 for one of the reasons described in sub-sections 6.2.a through 6.2.d, Payor will issue Participating Provider an EOB describing specifically why the claim was not paid using standard industry denial codes wherever possible or will notify Participating Hospital that that a claim is not a Clean Claim and what additional information is required for adjudication within thirty (30) days.

6.4 Participating Providers will be provided with each approved payment an explanation of the payment for the Participating Provider's services rendered to Members. The explanation of payment shall identify any portion of the bill or claim which has been disallowed as non-covered or covered but deemed medically inappropriate or unnecessary, any amounts of applicable co-payments and any amounts paid by others through coordination of benefits.

6.5 Payors shall pay to the Participating Hospital the lesser of state fee schedule maximum allowed if applicable, billed charges or the agreed upon reimbursement rate for the Covered Service rendered for all services that are payable in accordance with the Agreement.

6.6 Provider agrees to participate in the VNPN Group Health and Workers Compensation lines of business. Participating Provider agrees to accept from VNPN Payors as payment in full for Covered Services rendered to Members as follow;

- a. Group Health: 15% below Participating Provider's billed charges.
- b. Workers Compensation: 2% below the current state mandated workers compensation fee schedule or 15% below Participating Provider's billed charges for non-fee schedule states or unlisted services.

## **ARTICLE VII**

### **Payment to Participating Hospitals**

7.1 Payors shall cause automatic assignment of benefits and pay directly to the Participating Hospital for Covered Services. Payment will never come from VNPN directly.

7.2 Payors shall remit payment for a Clean Claim within forty-five (45) days from the date of receipt of a non-electronic Clean Claim and within thirty (30) days from the date of receipt of an electronic Clean Claim for services rendered by a Participating Hospital, unless one of the following has occurred:

- a. The claim submitted is not a Clean Claim;
- b. Billing of services rendered is not consistent with current CPT or RCM revenue codes;
- c. Services rendered are subject to coordination of benefits and/or utilization review; or
- d. Members eligibility is under review.

7.3 If a Participating Hospital claim is not paid within the timeframes specified in section 7.2 for one of the reasons described in sub-sections 7.2.a through 7.2.d, Payor will issue Participating Hospital an EOB describing specifically why the claim was not paid using standard industry denial codes wherever possible or will notify Participating Hospital that that a claim is not a Clean Claim and what additional information is required for adjudication within thirty (30) days.

7.4 Participating Hospitals will be provided with each approved payment an explanation of the payment for the Participating Hospital's services rendered to Members. The explanation of payment shall identify any portion of the bill or claim which has been disallowed as non-covered or covered but deemed medically inappropriate or unnecessary, any amounts of applicable co-payments and any amounts paid by others through coordination of benefits.

7.5 Payors shall pay to the Participating Hospital the lesser of state fee schedule maximum allowed if applicable, billed charges or the agreed upon reimbursement rate for the Covered Service rendered for all services that are payable in accordance with the Agreement.

7.6 Hospital agrees to participate in the VNPN Group Health and Workers Compensation lines of business. Participating Hospital agrees to accept from VNPN Payors as payment in full for Covered Services rendered to Members as follow;

- a. Group Health: 15% below Participating Hospital's billed charges.
- b. Workers Compensation: 2% below the current state mandated workers compensation fee schedule or 15% below Participating Hospital's billed charges for non-fee schedule states or unlisted services.

## **ARTICLE VIII**

### **Utilization Review**

8.1 Participating Provider and Participating Hospital agrees to participate in and comply with the requirements of the utilization review, quality improvement, peer review, credentialing and re-credentialing, grievance procedures and other utilization management programs established by Payors.

8.2 Participating Provider and Participating Hospital agrees that Payors shall have the authority to reduce or omit payment to the extent that review has identified Covered Services that were not Medically Necessary or appropriate or were not otherwise Covered Services. If the Participating Provider and Participating Hospital has obtained pre-certification of Medical Necessity, the Payor shall accept the determination of Medical Necessity for payment purposes, unless the Participating Provider and Participating Hospital has information showing no Medical Necessity and failed to disclose this or failed to present complete and accurate information.

8.3 Pre-certification or any other determination of Medical Necessity does not guarantee payment, which may be denied by Payors for reasons other than Medical Necessity.

## **ARTICLE IX**

### **Patient Relationship**

9.1 It is understood and agreed to by the parties that each Participating Provider and Participating Hospital shall maintain an independent physician/patient relationship with each Member and shall be solely responsible to such Member for his or her treatment. Nothing herein shall be construed to require any Participating Provider and Participating Hospital to take any action, or refuse to take any action inconsistent with professional judgment.

## **ARTICLE X**

### **Liability and Insurance**

10.1 Each Participating Provider, at their sole and individual expense, shall maintain professional liability insurance with limits of no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate professional liability coverage, or levels that are in line with local, state, or federal law, with an approved carrier. Documentation supporting the Participating Provider and Participating Hospital's coverage through these means must be provided upon request. Other individual considerations may be given at the discretion of VNPN. If the form of insurance described above is "claims made," appropriate tail coverage shall be purchased to insure against claims made after the expiration of such insurance relating to acts or omissions occurring during the term of this Agreement.

10.2 Each Participating Provider and VNPN shall maintain such other insurance as shall be necessary to insure each other, their respective agents and employees against damages arising from their respective duties and obligations under this Agreement or that which would impair their individual ability to carry out the terms of this Agreement. The Participating Provider and Participating Hospital will be liable for any claims, actions, damages or litigation arising solely from any negligent, fraudulent or dishonest acts of the Participating Provider and Participating Hospital.

## **ARTICLE XI**

### **General Provisions**

11.1 Notice. Any notice required by this Agreement shall be given only in written form, sent by United States mail, return receipt requested, with postage prepaid and addressed to VNPN at 16515 S 40th St, Suite 125, Phoenix, AZ 85048 and to Participating Provider and Participating Hospital at the last known address. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt.

11.2 Severability. The invalidity of any term or provision of this Agreement shall not affect the validity of any other term or provision of this Agreement.

11.3 Waiver. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of a different provision.

11.4 Amendments. Provider and VNPN will comply with any and all of the amendments to this Agreement. All Amendments must be signed by both parties and mutually agreed upon prior to being put into effect.

11.5 Assignability. This Agreement shall be binding upon execution and shall inure to the benefit of the parties to it, their respective heirs, legal representative, successors and assigns. Either party may assign any of their respective rights or delegate any of their respective duties hereunder without receiving the prior written consent of the other party.

11.6 Captions. Captions are solely for convenience and shall not be used in interpreting the text of this Agreement.

11.7 Dispute Resolution.

- a. Company will provide an internal mechanism under which Provider can raise issues, concerns, controversies or claims ("Dispute(s)") regarding the obligations of the Parties under this Agreement.
- b. In the event the Parties have exhausted the mechanism under Section 7.1.1 to resolve the Dispute, the Parties agree, within thirty (30) days' written notice from the other Party, to make an executive management personnel authorized to resolve the Dispute available to meet and confer with the other Party's executive management personnel in order to resolve the Dispute.
- c. Provider will exhaust the dispute resolution mechanisms described in Sections 7.1.1 and 7.1.2 before instituting any mediation or other permitted legal proceeding. The Parties agree that any discussions and negotiations held during the processes described in Sections 7.1.1 and 7.1.2 will be treated as settlement negotiations and will be inadmissible into evidence in any court proceeding, except to prove the existence of a binding settlement agreement. This Section 7.1 will survive the termination of this Agreement.

Mediation.

Both Parties agree to confer in good faith to resolve any dispute that may arise under the terms of this Agreement. Should any dispute not be resolved, the Parties agree to refer such dispute to mediation pursuant to the rules of the American Arbitration Association. Such referral shall be made within sixty (60) days of the last attempted resolution by the Parties. The compensation and expenses of the Mediator and any administrative fees or costs associated with the mediation proceedings shall be borne equally by the Parties. In addition, each Party shall pay its own fees and expenses incurred in connection with any mediation proceeding, including but not limited to attorneys' fees and expenses, expenses incurred preparing for mediation, witness fees and expenses, copying expenses, and other similar fees and expenses. Any mediation proceedings shall take place in Caddo County.

11.8 Independent Contractors. VNPN, the Payors and Participating Provider and Participating Hospitals, their agents and employees respectively, are at all times acting and performing as independent contractors in the performance of their obligations under this Agreement.

11.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

11.10 HIPAA. Both parties agree, solely to the extent applicable to the terms of this agreement to comply with the Healthcare Insurance Portability and Accountability Act of 1996 regulations and rules regarding access to personal information for the transmission of healthcare data including but not



limited to the Standards for Electronic Transactions and Code Sets, Privacy and Individually Identifiable Health Information, Security and Electronic Signatures, National Standard Health Care Identifier, and National Standard Employer Identifier. Both parties agree to be in compliance with Standards published as the “Final Rule” in the Federal Register not later than the compliance implementation date furnished by the Department of Health & Human Services.

11.11 Indemnity. Both parties shall indemnify and hold the other party harmless from all liability, loss, damage and cost arising out of any claims, demands, actions or other proceedings by third parties of any nature (including, but not limited to, attorney fees as and when incurred), to the extent the same arises out of (i) the breach of any covenant, agreement or obligation of the party contained in or contemplated by this Agreement, (ii) any representation or warranty of the party set forth in this Agreement having been untrue in any material respect when made, except to the extent in either (i) or (ii) above that such claim arises from the indemnified party's willful misconduct or negligence.

11.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties and as of the effective date hereof supersedes all other agreements and understandings between the parties with respect to the subject matter hereof.

## **ARTICLE XII**

### **Term and Termination**

12.1 This Agreement shall be for an initial term of one (1) year commencing on the Effective Date and ending on the first anniversary of the Effective Date (the “Initial Term”). Thereafter, this Agreement shall continue from year to year unless terminated pursuant to the Termination provision. Either party may notify the other party in writing of its intention to terminate this Agreement or specific line of business. Such written notice shall be provided at least ninety (90) days prior to the date of termination.

12.2 Notwithstanding any other provision of this Agreement, VNPN and Participating Facility and/or Provider shall have the right to cancel this Agreement immediately in the event VNPN or Participating Facility and/or Provider is determined to be in violation of or failing to comply with any of the requirements of this Agreement or for any other reason after thirty (30) days written notice and failure to comply with the applicable code of standards and ethics.

12.3 This Agreement will automatically terminate on the earlier of:

(1) The date legislation is effective or any court interprets a law so as to prohibit the continuation of this Agreement; or

(2) The date on which VNPN or the Participating Provider and Participating Hospital ceases doing business, or files for protection in the U. S. Bankruptcy Court.

In consideration of the promises and the mutual covenants and undertakings set forth in this Agreement, receipt and sufficiency of which is hereby acknowledged, the parties have executed this Agreement through their duly authorized representatives with an effective date as of the date of ~~a~~ fully executed Agreement.

**Participating Provider Hospital Organization**

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID: \_\_ 82-2087512 \_\_\_\_\_

**Velocity National Provider Network, LLC**

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_