



July 19, 2013

Cindy Ranson, MBA, CPC-H, CPPM
NTENT
Executive Director
1600 Coit Rd, Ste 103
Plano, TX 75075

Dear Provider:

Welcome to Galaxy Health Network. We are pleased to inform you that - **NTENT** has been approved and is now a preferred provider for Galaxy Health Network –**effective July 1, 2013**. Enclosed please find a copy of the fully executed agreement for your files.

The Galaxy Health Network PPO Plan is easy to administer. Our clients' members, your potential patients, will have the Galaxy Health Network name located on their insurance I.D. card along with the payor name and address for claim filing. Due to the existing client-base structure, Galaxy Health Network does not administer benefits. All questions regarding benefit verification should be directed to the appropriate payor noted on the I.D. card. Additionally, if it is necessary to refer the patient to another network doctor, please contact our Provider Relations Department at (800) 975-3322 x3501, who will eagerly assist you. Due to the size and rapid growth of Galaxy Health Network, the above system will allow the physician to obtain the most current and accurate information.

Also included please find information to provide an overview of the Health Savings Program and how it works. For specific questions or assistance regarding this information, please contact the Health Savings Department at (800) 975-3322 x3501.

We at Galaxy Health Network look forward to enjoying a long and mutually beneficial relationship with you, our provider and PARTNER. Again, please do not hesitate to contact us if you should have any questions.

Sincerely,

GALAXY HEALTH NETWORK

Encls.

**GALAXY HEALTH NETWORK
PARTICIPATING PHYSICIAN AGREEMENT**

THIS AGREEMENT is entered into on this 1st day of July, ²⁰¹³~~2012~~ by and between Galaxy Health Network ("GHN"), a corporation organized under the laws of the State of Texas, and NTENT, ("Physician(s)"), a physician, or physician group licensed under the laws of the State of TX.

In consideration of the mutual promises herein contained, GHN and Physicians agree as follows:

I. AGREEMENTS WITH PAYORS

For the purposes of this Agreement, the term "Preferred Provider Arrangement" shall mean a health care plan or benefit marketed or otherwise offered by a Galaxy Health Network Client, or a subsidiary of a Galaxy Health Network Client ("Payor"), to individuals or employer groups, or if Payor is an employer or governmental entity, offered by Payor to its employees. Any such Preferred Provider Arrangement(s) shall provide for covered individuals ("Covered Persons") to receive hospital services from hospitals on GHN's panel of hospital providers ("Participating Hospitals"), and to receive physician services from GHN's panel of physician providers ("Participating Physicians").

II. PARTICIPATION STANDARDS

The following list sets forth the minimum standards for Participating Physicians:

2.1 Physician Services. Physician agrees to provide Covered Persons all medically necessary services which are both within the scope of Physician's practice and are services to which the Covered Persons are entitled under their Preferred Provider Arrangements marketed or offered by any Payors through individual, individual coverage, workers compensation policy, or group health insurance policy, point of service option or other plans, whom GHN has entered into Participating Payor Agreements. Physician agrees that any services he/she provides to Covered Persons pursuant to any such Preferred Provider Arrangement(s) shall be subject to the terms of this Agreement and shall be rendered in a manner which is consistent with accepted standards of medical care, and in the same manner and within the same time availability as services Physician provides to his/her other patients.

2.2 Referrals and Admissions. When medically necessary and in keeping with the Physician's best medical judgment, Physician shall use his/her best efforts to refer or admit Covered Persons to other Participating Physicians and/or Participating Hospitals. Physician agrees to notify each Covered Person, when referring that Covered Person to a provider who is not participating in the GHN network that the in-network benefits may/may not apply to care received from the non-participating provider.

2.3 Utilization Management. Physician agrees to cooperate to the extent allowed by law with such utilization management programs and Quality Assurance programs as may be used, if any, by Participating Payors in regard to Covered Persons.

2.4 Compensation. Physician agrees to accept as compensation in full from Payor for services rendered pursuant to any Preferred Provider Arrangement payments made in accordance with the provisions set forth in EXHIBIT A, which is incorporated herein by reference, less any applicable Covered Person payments or any amounts payable to the Physician by another Payor under the coordination of benefits provisions of the applicable Preferred Provider Arrangement. Physician agrees that under no circumstances shall GHN be responsible for, nor shall Physician have any legal recourse against GHN, for payments for services rendered by Physician. With the exception of any Covered Person co-payments or other Covered Person payments specified under a Preferred Provider Arrangement, Payors shall be solely responsible for all payments for services rendered by Physician. Physician understands and agrees that he/she shall not be entitled to receive payment from Payor for services that (1) are not covered by or provided in accordance with the terms and conditions of the applicable Preferred Provider Arrangement, or (2) are determined not to have been medically necessary pursuant to the quality assurance and utilization management procedures established pursuant to Section 2.3 of this Agreement. GHN is not the insurer, guarantor, or underwriter of the liability of Payor to provide benefits to or for Covered Persons. All final claims decisions will be the responsibility of Payor. GHN will use its best efforts to resolve any dispute between Payor and Physician.

2.5 Claims Processing and Covered Person Billing. Physician shall comply with the claims processing and payment procedures established by GHN and/or mutually agreed to by GHN and any Payor(s). Under no circumstances shall Physician charge, bill or balance bill Covered Persons for:

- (1) services covered by a Preferred Provider Agreement.
- (2) services that are determined not to have been medically necessary pursuant to the quality assurance and utilization management procedures established pursuant to Section 2.3 of this Agreement, and
- (3) services for which Physician is not entitled to payment, in part or in whole, because of the failure of Physician to meet any of the requirements of this Agreement or any Preferred Provider Arrangement.
- (4) GHN warrants that it will use its best efforts to insure that all clean claims are paid within the time frame as provided by state law, but no more than thirty (30) days. Physician reserves the right to revert to full charges if claims are not paid within thirty (30) days of Payor's receipt of a clean claim.

This Section 2.5 shall not apply to: (1) services not covered by a Preferred Provider Arrangement, and (2) any Covered Person co-payments or other Covered Person payments specified in a Preferred Provider Arrangement.

2.6 Medical Records. Physician, at his/her sole expense, shall maintain medical records of services he/she provides to each Covered Person, and shall treat such records as confidential so as to comply with all applicable state and federal laws and regulations. Upon receipt of appropriate evidence of a release of medical records by Covered Person, Physician shall make such records available to GHN and Payor(s) to the extent requested for purposes of compliance with applicable quality assurance and utilization management programs. GHN and Payors, their offices, directors, employees and agents shall

hold such information in the strictest confidence and shall not, voluntarily or involuntarily, sell, transfer, publish, disclose, display or otherwise make available to others any portion of such information or related materials without the express written consent of the Covered Person.

2.7 Insurance. Physician, at his/her sole expense, agrees to maintain such policies of general liability and professional liability insurance as shall be necessary to insure Physician, and any person(s) for whose acts or omissions Physician is responsible against any claim for damages against Physician or such person(s) in connection with this Agreement. Professional malpractice liability limits shall be at least \$1 million per occurrence and \$1 million aggregate per year. Physician shall provide documentary evidence of these insurance policies to GHN upon request. Physician shall immediately notify GHN of any material adverse change in such insurance coverage, and of any actual claim(s) filed or imminent threat of any claims(s) to be filed by a Covered Person, or someone acting on a Covered Person's behalf, against Physician.

2.8 Coordination of Benefits. Physician agrees to cooperate in the effective implementation of any coordination of benefits provisions applicable to any Preferred Provider Arrangement marketed or offered by a Payor with whom GHN has entered into a Participating Payor Agreement.

2.9 Use of Name in Marketing Material. Physician agrees that GHN shall be allowed to include Physician's name, office address and telephone number, and areas of specialization, if any, in any marketing materials or information prepared or used by GHN.

2.10 Grievances. Physician agrees to comply with Payors and/or GHN's grievance procedures, if any, in the resolution of any Covered Person's complaints or grievances that may arise from Physician's provision of medical services. Grievance procedure being if any controversy arises out of or relates to this Agreement, the parties involved in the dispute shall meet to attempt to resolve the controversy between them. If the controversy cannot be resolved, it shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The parties agree to divide the associated costs of arbitration equally.

2.11 Indemnification. The parties hereto mutually agree to indemnify and hold each other (including their officers, agents, and employees) harmless against any and all claims, demands, damages, liabilities, and costs incurred by the other party, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, the performance of any service, or any other act or omission by or under the direction of indemnifying party or its employees or agents.

III. PHYSICIAN REPRESENTATIONS

3.1 License. Physician represents and warrants that he/she is currently, and for the duration of this Agreement shall remain, licensed under the laws of the State of _____ to render the services contemplated by this Agreement. Physician shall immediately notify GHN of any formal disciplinary action or action to suspend or revoke his/her license.

3.2 Physician Application. Physician represents and warrants that the information contained in his/her Physician Application, which becomes part of this Agreement to GHN is true and complete.

3.3 Hospital Privileges. Physician represents that he/she has active privileges in good standing to admit and discharge in at least one GHN Participating Hospital. Physician shall immediately notify GHN of any formal disciplinary action with respect to such hospital privileges.

3.4 Other Licenses and Privileges. Physician represents that he/she has not had his/her license to prescribe medication suspended or limited and that he/she has not had his/her privileges to participate in the Medicare or Medicaid Programs suspended or revoked within the previous five years from the initial date of this Agreement. Physician shall immediately notify GHN of any formal disciplinary action with regard to any license or privilege enumerated in this Section 3.4.

IV. TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the date first above-written and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms, unless either party gives the other written notice of its desire to terminate this Agreement, in which case this Agreement shall terminate at the end of a sixty (60) day notice period from the date of the notice.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, GHN may immediately terminate or suspend this Agreement for cause, upon notice to Physician summarizing the reason(s) for termination or suspension, excluding suspension for medical record issues. Cause shall include, but not be limited to, (i) conduct by Physician for which his/her license may be revoked or suspended by an authorized board of physician licensure (whether or not such board revokes or suspends Physician's license); (ii) any disciplinary action against Physician by an authorized board of physician licensure or any professional organization; (iii) any material adverse change in Physician's general liability or professional insurance coverage required hereunder; (iv) any material misstatement in the Physician Application submitted to GHN by Physician; and (v) any material adverse change or voluntary termination of active hospital privileges at a Participating Hospital.

4.3 Termination for Breach. Upon a breach of this Agreement by either party (the "Breaching Party"), the other party (the "Non-Breaching Party") may immediately terminate this Agreement if the Breaching Party does not cure the breach within fifteen (15) days of receiving written notice of the breach from the Non-Breaching Party requesting that the breach be cured.

4.4 Obligations Following Termination. Physician agrees that following the effective date of termination of this Agreement, Physician shall (i) continue to treat Covered Persons then under a course of treatment pursuant to the terms of this Agreement until provision has been made for their treatment by another Participating Physician, and (ii) continue to treat Covered Persons pursuant to the terms of this Agreement for the period during which GHN's Participating Payor Agreements in effect on the date of termination hereof remain in effect.

V. GENERAL PROVISIONS

5.1 Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, to GHN and to Physician at their respective place of business as designated from time to time by the parties.

5.2 **Governing Law; Severability.** This Agreement shall be governed in all respects by the laws of the State of Texas. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance; provided that if the invalid provision is material to the overall purpose and operation of this Agreement then this Agreement shall terminate upon the severance of the illegal, invalid, or unenforceable provision.

5.3 **Waiver.** The waiver by either party of any breach of any provision of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

5.4 **Amendments.** No amendment to this Agreement shall be valid unless it is in writing and signed by the parties, except that this Agreement may be amended (i) by GHN to comply with applicable federal, state or local laws or regulations; and (ii) by GHN upon sixty (60) days prior written notice to Physician, unless Physician objects thereto in writing within thirty (30) days of receiving such notice. If Physician objects to an amendment in accordance with this paragraph, GHN shall have the right to immediately terminate this Agreement.

5.5 **Entire Agreement.** This Agreement, including any attachments, contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement.

5.6 **Mediation.** Should any dispute arise regarding the performance or interpretation of any of the terms of this Agreement, the parties shall first attempt to resolve such dispute through non-binding mediation for a period of not less than thirty (30) days. The parties agree that such mediation shall be presided over by a mediator appointed by the American Arbitration Association, or such other organization or individual mutually agreeable to the parties.

ACCEPTED BY:

GALAXY HEALTH NETWORK:

Allcia Cochran

NAME

IVR REPRESENTATIVE

TITLE

Allcia Cochran

SIGNATURE

P. J. Shane, Jr.

CORPORATE OFFICERS NAME

P. J. Shane, Jr.
President

CORPORATE OFFICERS TITLE

P. J. Shane, Jr.

CORPORATE OFFICERS SIGNATURE

7-3-2013

DATE

North Texas Ear, Nose & Throat Associates

NAME

Cheryl Ranson

TITLE

Executive Director

SIGNATURE

Cheryl Ranson

DATE

7-1-13

TAX ID #

75-2626614

**EXHIBIT A
GALAXY HEALTH NETWORK
Compensation Schedule
Percentage of Charges**

Acceptable payment shall be defined as:

An amount equal to EIGHTY-FIVE percent (85%) of billed charges for patient services as indicated on the HCFA-1500 or other approved form.

An amount equal to NINETY PERCENT (90%) of any maximum allowable rate as specified by State Law for Worker's Compensation.

This shall include amounts paid by the Covered Person, such as co-payments, deductibles and other coinsurance.

GALAXY HEALTH NETWORK agrees that the information contained herein is confidential and will not be shared or released to any other party without the written consent of the Physician.

<u>GALAXY HEALTH NETWORK:</u>	<u>North Texas Ear, Nose & Throat Associates</u>
<u>Allcia Cochran</u>	
<u>NAME</u>	<u>NAME</u>
<u>IVR REPRESENTATIVE</u>	<u>Cindy RANSON</u>
<u>TITLE</u>	<u>TITLE</u>
<u><i>Allcia Cochran</i></u>	<u>Executive Director</u>
<u>SIGNATURE</u>	<u>SIGNATURE</u>
<u>P. J. Shane, Jr.</u>	<u><i>Cindy Ranson</i></u>
<u>CORPORATE OFFICERS NAME</u>	<u>DATE</u>
<u>P. J. Shane, Jr.</u>	<u>7-1-13</u>
<u>President</u>	
<u>CORPORATE OFFICERS TITLE</u>	<u>TAX ID #</u>
<u><i>P. J. Shane, Jr.</i></u>	<u>75-2626614</u>
<u>CORPORATE OFFICERS SIGNATURE</u>	
<u><i>P. J. Shane, Jr.</i></u>	
<u>DATE</u>	
<u>7-3-13</u>	

II. Galaxy Health Network's Obligations:

- A. Galaxy Health Network maintains the right and responsibility to oversee all credentialing activities provided by NTENT and to approve or require changes to the Credentialing Process from time to time.
- B. Galaxy Health Network agrees to notify NTENT within thirty (30) days of any changes to either the NCQA and/or Galaxy Health Network standards.
- C. Galaxy Health Network expressly agrees to maintain the confidentiality of any and all information contained in NTENT's files, even after termination of the Agreement between parties.
- D. Galaxy Health Network agrees to add new Providers into all necessary information systems within thirty (30) days of notification from that NTENT such provider is a "Credentialed Provider."

III. Termination of this Addendum:

- A. In the event NTENT wishes to cease the activities, which have been delegated under this Addendum, NTENT shall give Galaxy Health Network at least sixty (60) days prior written notice.
- B. In the event NTENT defaults or fails to perform, keep, or fulfill any obligation or condition set forth in this Addendum, Galaxy Health Network may give terminate this Addendum effective at such date specified in such notice.

Galaxy Health Network

By: Alvin Cahoon

Title: IUR

Date: 7-3-13

North Texas Ear, Nose & Throat Assoc.

By: Cindy Rowan

Title: Executive Director

Date: 7-1-13

**ADDENDUM TO AGREEMENT
FOR DELEGATION OF CREDENTIALING**

This Addendum to the Participating Group Agreement is entered into by and between Galaxy Health Network (GHN) and NTENT.

Therefore, intending to be legally bound, the parties do agree as follows; Galaxy Health Network delegates to NTENT the credentialing and recredentialing activities hereinafter described, subject to the terms of this Addendum, including any and all attachments hereto.

I. NTENT Obligations:

- A. NTENT warrants and agrees that the providers it identifies to Galaxy Health Network as "Credentialed Providers" have successfully completed its credentialing process as approved on this date (the "Credentialing Process").
- B. NTENT agrees to cooperate with Galaxy Health Network and agrees to permit Galaxy Health Network access to all of its credentialing files, including Quality Improvement information and data used for recredentialing, records obtained through the credentialing committee minutes, or written summary of such minutes, to facilitate periodic auditing of NTENT Credentialing Process.
- C. NTENT agrees to implement delegated credentialing corrective actions resulting from the findings of pre-assessment and/or monitoring by Galaxy Health Network of the delegated functions and to complete such delegated credentialing corrective actions within the time frame prescribed by Galaxy Health Network.
- D. NTENT agrees to provide Galaxy Health Network a monthly list of providers who were credentialed, recredentialled, disciplined, suspended, or terminated during the previous month.