XO Health
Delegated Credentialing Agreement

THIS AGREEMENT is made and entered into by and between XO Health Network, LLC, a Delaware limited liability company ("**XO Health**"), and **North Texas Ear, Nose and Throat Associates, P.A.** ("**Provider**"), each a Party and collectively the Parties, and is effective as of the Effective Date set forth on the signature page hereto. In consideration of the promises and mutual covenants set forth herein, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

WHEREAS, XO Health and Provider entered into a Provider Agreement dated February 15, 2026 (the "Participation Agreement") pursuant to which Provider agreed to provide or arrange for the provision of Covered Services to Covered Persons;

WHEREAS, Providers' Practitioners who desire to provide Covered Services to Covered Persons under the Provider Agreement must be credentialed;

WHEREAS, Provider has requested XO Health to delegate certain credentialing functions as described herein to Provider; and

WHEREAS, XO Health has reviewed Provider's Credentialing and Recredentialing Program, including its credentialing policies and procedures, Credentialing Records and other documentation and determined that Provider meets XO Health's requirements for delegated credentialing.

DELEGATED STATUS:

[ ] **Full Delegation** - All of the following activities for Institutions and Practitioners listed below are delegated.

[X] **Partial Delegation** – Part of the following activities for either Institutions or Practitioners listed below are delegated.

[ ] Delegation for Institutions only

[X] Delegation for Practitioners only

ARTICLE 1
DEFINITIONS

The following terms, as used throughout the Agreement, its Appendices, Exhibits, Attachments and Addenda shall have the meanings set forth below:

1.1 **"Accreditation Standards"** means those standards published and endorsed by NCQA and/or URAC.

1.2 **"Agreement**" means this agreement including all Appendices, Exhibits, Attachments, and Addenda, attached hereto.

1.3 "**Applicable Law**" means all applicable federal, State and local laws, statutes, regulations, ordinances, licensing requirements, standards of professional ethics and practice, and the decisions of any government authority.

1.4 **"Approved Policies"** is defined in **Section 3.4a**.

1.5 "**Covered Person**" means an individual or eligible dependent of such individual, who is enrolled in a health benefit plan and eligible to receive Covered Services.

1.6 "**Covered Services**" means those certain medically necessary health services that Covered Persons are entitled to receive under the terms and conditions of an applicable health benefit plan.

1.7 **"Credentialing and Recredentialing"** means the evaluation and verification of Participating Providers' qualifications and competence to practice their profession without restriction and to provide Covered Services to Covered Persons.

1.8 **"Credentialing and Recredentialing Program"** means the processes by which Provider evaluates and verifies Participating Providers' qualifications and competence to practice their profession without restriction and to provide Contracted Services to Covered Persons in accordance with applicable participation criteria.

1.9 **"Credentialing Records"** means all data, information, and documentation related to Provider's performance of Credentialing or Recredentialing.

1.10 **"Institution"** means a health care organization providing services through Provider that provides health care services in the name of an organization, rather than an individually licensed professional, including but not limited to a hospital, skilled nursing facility, or other organization that offers inpatient services, outpatient services, laboratory services, radiology services, equipment, or supplies.

1.11 **"Participating Provider"** means a health care professional, institution, or facility, including Provider, that has satisfied all applicable Credentialing and Recredentialing criteria or has otherwise been approved by XO Health, and has entered into a Participation Agreement with XO Health to participate in one or more Networks.

1.12 **"Practitioner"** means an individually licensed, health care professional providing services through Provider.

1.13 "**Provider Agreement**" means the agreement executed between the Parties for the delivery of Covered Services to Covered Persons, including all Appendices, Exhibits, Attachments, and Addenda, attached thereto.

ARTICLE II
OBLIGATIONS OF PROVIDER

2.1 **Credentialing and Recredentialing Activities**. Provider agrees to perform the Credentialing and Recredentialing activities set forth in **Exhibit A** on behalf of XO Health and in accordance with the terms of this Agreement and the Participation Agreement, as well as applicable federal and state laws and accreditation standards set forth by National Committee for Quality Assurance (NCQA) and/or United Review Accreditation Commission (URAC).

2.2 **Delegation and Subcontracting**. Provider may not utilize the services of any third party not audited and approved in advance and in writing by XO Health, including without limitation any sub-delegates, for performance or support of any of the Credentialing and Recredentialing functions and/or services set forth in this Agreement. XO Health has the right to review the file oversight conducted by any such third party of sub-delegate as well as the Provider's evaluation of the sub-delegate organization's Credentialing and Recredentialing policies and procedures. Any third party or sub-delegate approved by XO Health shall be required to agree in writing to comply with all terms, conditions, and standards applicable to Provider with regard to the subcontracted services.

2.3 **Applicable Law and Accreditation Standards**. Provider and its employees, agents, or subcontractors shall perform its obligations under this Agreement in compliance with all applicable state and federal laws and accreditation standards as if Provider is directly obligated under or regulated by such laws and accreditation standards.

2.4 **Oversight**. Provider agrees to allow XO Health to maintain oversight of the Credentialing and Recredentialing services furnished by Provider. Such oversight, which shall be a right and not an obligation of XO Health hereunder. Provider agrees to comply with the following minimum requirements:

a. Provider shall submit to XO Health Provider's written policies and procedures for Credentialing and Recredentialing prior to execution of this Agreement and at least once each year during the term of this Agreement ("Approved Policies"). Provider agrees to provide thirty (30) days' prior written notice of material changes to Approved Policies. Provider agrees to provide sixty (60) days' prior written notice of material Credentialing or Recredentialing systems conversions or modifications by Provider;

b. Provider shall permit XO Health to review Credentialing Records upon ten (10) calendar days' prior written notice. Unless otherwise agreed to by XO Health, such review shall include, at a minimum, nine (9) initial Credentialing Records and nine (9) Recredentialing Records.

c. Provider shall permit XO Health, it's designated agent(s), federal, state and local governmental authorities having jurisdiction, and any applicable accrediting organization (collectively, "Permitted Parties"), to audit, during regular business hours upon at least ten (10) calendar days' prior written notice, any and all documents and materials related to services rendered under this Agreement. In addition, Permitted Parties shall be permitted by Provider to conduct an audit at any time under the terms of this Agreement. Any such audit shall be permitted during the term of this Agreement and for a period of six (6) years thereafter (or any greater period of time required by Applicable Law), with Provider and XO Health each responsible for their own expenses incurred related to such audit.

d. Provider shall retain all data, information, records, and documentation related to its performance of Credentialing or Recredentialing under this Agreement ("Credentialing Records") during the term of this Agreement and for the longer of six (6) years thereafter or any greater period of time required by Applicable Law or accreditation standards. This record retention provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

2.5 **Required Data**. Provider agrees to provide timely, accurate, and appropriate data and information, as defined in **Exhibit B**, to enable XO Health to fulfill accreditation requirements and federal and state regulatory requirements.

2.6 **Access to Data**. Provider agrees that it will obtain prior written approval from Participating Providers to enable the sharing of Credentialing Records with XO Health, as needed. If XO Health wishes to review Credentialing Records for a specific Participating Provider, Provider agrees to provide such records to XO Health within ten (10) business days of a request by XO Health.

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS OF PROVIDER

3.1 **Provider Covenants**. Provider represents, warrants, and covenants to XO Health that:

a. It is, and will remain throughout the term of this Agreement, in good standing under federal and state law and regulations governing its existence and operations and that it is in compliance with and shall continue to comply with all mandates that relate to the subject matter of this Agreement and the duties and obligations hereunder;

b. It is in compliance with any licensing requirements of, and agrees to maintain such compliance under, Applicable Law for the express purpose of performing Credentialing and Recredentialing services; and

c. This Agreement has been executed by its duly authorized representative.

3.2 **Credentialing and Recredentialing Representations**. Provider warrants and agrees that its Credentialing and Recredentialing program currently meets or exceeds and shall at all times meet or exceed: (i) all XO Health standards, policies, and procedures; (ii) all applicable federal and state laws and regulations; and (iii) the accreditation standards set forth by NCQA and/or URAC. In the event that XO Health or an accrediting organization's standards or any federal or state laws or regulations are materially changed or revised, Provider agrees to comply with or implement, as applicable, and to the satisfaction of XO Health, any such change or revision within the earlier of sixty (60) calendar days of becoming aware of such change or within such time frame as may be required by the accrediting organization, or Applicable Law or regulation. The parties agree that any such change or revision shall not be considered an amendment for the purpose of this Agreement.

3.3 **Adverse Action**. Provider agrees to notify XO Health promptly of: (i) any litigation brought against Provider or any Participating Provider related to the Credentialing or Recredentialing functions; (ii) any actions taken or investigations initiated by any government agency involving Provider or any Participating Provider; and (iii) any legal actions or investigations, or notice thereof, initiated against Provider or any Participating Provider by governmental agencies or individuals regarding fraud, abuse, false claim, or kickbacks. Upon XO Health's request, Provider agrees to provide all known details of the nature, circumstances, and disposition of any suits, claims, actions, or investigations.

ARTICLE IV
OBLIGATIONS OF XO HEALTH

4.1 **Oversight**. XO Health has the right to maintain oversight of all functions delegated to Provider under this Agreement and, unless otherwise determined by XO Health, conduct an annual review of the Provider's Credentialing and Recredentialing Program. When warranted by claims volume, Provider and XO Health shall support a joint operating committee (JOC) which shall be composed of representatives of both Parties who have responsibility for administration of this Agreement. Once established, the JOC will meet at least at least quarterly.

4.2 **Provider Approval**. Notwithstanding anything to the contrary contained in this Agreement, XO Health shall retain the right to approve or disapprove Institutions or Practitioners who apply to become Participating Providers and to terminate or suspend the participation of any Participating Provider upon notice to Provider and to the affected Institution or Practitioner for failure to meet XO Health's Credentialing or Recredentialing requirements. Institutions or Practitioners who are disapproved, terminated, or suspended by XO Health shall not provide Covered Services to Covered Persons.

4.3 **XO Health's Credentialing and Recredentialing Process**. Notwithstanding anything to the contrary contained in this Agreement, XO Health shall retain the right to require an Institution or a Practitioner to complete XO Health's Credentialing or Recredentialing process directly through XO Health in order to continue or be considered for acceptance as Participating Provider, regardless of the status of this Agreement. XO Health will inform Provider upon ten (10) day written notice of XO Health's intent to pursue the Credentialing or Recredentialing process for an Institution or Practitioner.

4.4 **Complaint and Survey Information**. XO Health agrees to furnish Provider's Credentialing and Recredentialing Program with information received by XO Health, including but not limited to member surveys or complaints, which is relevant, as determined by XO Health, to the Credentialing or Recredentialing of a Provider.

4.5 **File Review**. XO Health may review and audit, on an annual basis, unless otherwise determined by XO Health, a sample of Provider Credentialing Records of Participating Providers including, where applicable, data from member complaints and results of quality audits, to monitor the effectiveness of the Provider's Credentialing and Recredentialing Program as well as compliance with NCQA, URAC and any applicable federal or state laws or regulations.

4.6 **Audit for Cause and Revocation**. In the event XO Health determines that Provider has failed to meet any of the requirements set forth herein, in whole or in part, XO Health may take such steps, as it deems necessary, including the following:

a. If XO Health determines that such failure is correctable, XO Health shall notify Provider in writing of the deficiencies and require Provider to submit for XO Health's approval, a recovery plan (an "Improvement Action Plan") including time frames for implementation and completion by Provider;
b. Audit Provider's performance of the delegated Credentialing and Recredentialing services and compliance with any applicable Improvement Action Plans upon advance notice; or

c. In the event XO Health reasonably determines such failure is not correctable, Provider negligently performs its duties under this Agreement, Provider commits misconduct, or Provider fails to comply with the terms of an Improvement Action Plan, XO Health may terminate this Agreement in accordance with **Section 5** hereof.

ARTICLE V
TERM AND TERMINATION

5.1 **Term**. This Agreement shall begin on the Effective Date and continue for one (1) year. Sixty (60) days prior to the end of the initial one-year term, Provider will initiate a contract review with XO Health. During this time, the Parties agree to work together in good faith to review and resolve any open issues, execute a contract renewal and, if necessary, execute a contract amendment. If the Parties do not agree to a contract renewal, Provider may terminate this Agreement by giving ninety (90) days advance written notice to XO Health. If the initial term is renewed, the contract shall renew automatically for successive one (1) year terms.

5.2 **Termination Without Cause**. This Agreement may be terminated without cause by either party upon ninety (90) days prior written notice to the other party.

5.3 **Automatic Termination**. This Agreement shall terminate immediately upon the termination of the Participation Agreement.

5.4 **Termination of this Agreement by XO Health**. XO Health may immediately terminate this Agreement by giving written notice, if any of the following occurs:

a. Provider's authority to operate under applicable state law is revoked or any other license or permit required to be maintained by Provider under law is revoked;
b. Conviction of Provider of the commission of a fraud;
c. Provider files a petition for bankruptcy or any other insolvency, rehabilitation or liquidation proceeding under state or federal law;
d. Failure by Provider to complete or comply with the terms of an Improvement Action Plan; or
e. Provider is negligent or commits misconduct in the performance of its duties under this Agreement.

Notwithstanding the foregoing, in the event Provider fails to comply with any other material term of this Agreement, XO Health may notify Provider of its breach in writing detailing the nature of the issue(s) giving rise to the breach. Provider shall have thirty (30) days to cure the breach (to the extent such breach is curable within such thirty (30) day period). If the breach is not cured to the reasonable satisfaction of XO Health within the cure period, XO Health may terminate this Agreement, which termination shall be no earlier than thirty (30) days from the date of the end of the cure period.

5.5 **Post Termination Cooperation**. Upon the termination of this Agreement, Provider will provide a complete report listing all credentialed Participating Providers and their prior credentialing date as well as the next scheduled recredentialing date. In the event XO Health requires copies of any Credentialing Records, Provider will provide such records no later than thirty (30) business days after receipt of a request, at no cost to XO Health.

IN WITNESS WHEREOF, the undersigned Provider hereby executes and delivers this Agreement and agrees to be bound by the terms and conditions set forth herein.

North Texas Ear, Nose and Throat Associates, P.A.

By	DocuSigned by: C7E336A8D578422...
Name	Kathie Norris
Title	Executive Director
Date	10/27/2025 | 9:24 AM CDT
TIN	75-2626614

PROVIDER'S ADDRESS FOR NOTICES

Attention	Kathie Norris
Address	17300 Preston Road, STE 160
City, State Zip	Dallas, TX 75252
Email Address	knorris@ntent.org

ACCEPTANCE

XO Health Inc. hereby accepts this Agreement.

XO HEALTH NETWORKS LLC

By	DocuSigned by: EBE228DDCB0145F...
Name	Lauryssa Humm
Title	Executive Vice President of Network Development and Operations
Date	10/27/2025 | 9:13 AM PDT
Effective Date	February 15, 2026

XO HEALTH'S ADDRESS FOR NOTICES

Email Address	legal.notices@xohealth.com

EXHIBIT A

CHECKLIST OF DELEGATED CREDENTIALING & RECREDENTIALING FUNCTIONS

Credentialing Activities	Provider's Responsibility	XO Health's Responsibility
Accepts applications, re-applications, and attestation	X	
Collects licensure information from NCQA and URAC-approved sources.	X	
Ensure applications are NCQA-compliant including: • Current attestation (<305 days) • All disclosures questions answered, if "yes", an explanation is required • No unexplained work history gaps of six (6) months or greater • Certificate of insurance: Evidence that the Practitioner maintains current malpractice insurance via malpractice insurance certificate, self-attestation, group coverage, or face sheet if required by practitioner type	X	
Collects and reviews primary source verifications such as: • NPI • License • DEA • Education • License	X	
Collects and reviews: • Malpractice claims history • Board certification • Clinical history • Exclusions and sanctions	X	
Collects and evaluates, at a minimum every thirty (30) days ongoing monitoring information including, but not limited to: NPPES, SAM/LEIE (OIG), NPDB, board certification(s), state licensing boards	X	
Makes credentialing decisions	X	
Recredentials Institutions and Practitioners every thirty-six (36) months	X	
Retains the right to terminate or suspend individual Practitioners or Institutions, based on quality issues.	X	
Reports demographic updates for Participating Providers to XO Health no less than every thirty (30) days.	X	
Reporting requirements and analysis as specified in Exhibit B.	X	
Conducts credentialing and recredentialing audits annually		X

EXHIBIT B

REPORTING REQUIREMENTS

Report Number	Standard Report Title	Report Description	Frequency
1	Oversight and monitoring reports	Results of ongoing monitoring activities including any restrictions, limitations, suspension or terminations that have resulted from ongoing monitoring.	Quarterly
2	Delegated roster	A full roster of active locations and/or practitioners that includes XO Health minimum data requirements.	At least twice a year
3	Demographic changes	Report all demographic changes including additions, updates, and terminations to locations and/or practitioners at a minimum, 30 days prior to the addition, update or termination that includes XO Health data requirements.	At a minimum, monthly

Data Elements for Rosters

Institutions:	**Practitioners:**
Legal Name/Group Name*	Practitioner First Name*
Directory Name/DBA	Practitioner Last Name*
Location Type*	Middle Initial
Primary Specialty	Suffix
Organizational NPI (Type 2) *	Provider Type*
Tax ID*	Individual NPI (Type 1)*
Address Line 1*	SSN*
Address Line 2	License Number*
City*	License State*
State*	Date of Birth (MM/DD/YYYY)*
Postal Code*	Race / Ethnicity
Postal Code + 4	Gender*

Institutions:	**Practitioners:**
Phone Number8	Language
Extension	Primary Specialty*
Handicap Accessible	Additional Specialty
Provider Website	Board Specialty
Primary Practice	PCP?
Credentialing Contact First Name*	Hospital Affiliation Name
Credentialing Contact Last Name*	Accepting New Patients
Credentialing Contact Address Line 1*	Gender Restrictions?
Credentialing Contact Address Line 2	Age Restrictions?
Credentialing Contact City*	Age Restriction: Min Age
Credentialing Contact State*	Age Restriction: Max Age
Credentialing Contact Postal Code*	Years in Practice
Credentialing Contact Email*	Virtual Care
Credentialing Contact Phone*	
Credentialing Contact Fax	
Billing Address Line 1*	
Billing Address Line 2	
Billing City*	
Billing State*	
Billing Postal Code	
Initial Cred Date*	
Recred Date	

* Indicates required data fields