

Flume Health Provider Agreement

This Agreement (hereinafter, "Agreement") is entered into between Flume Health with a place of business at 575 Lexington Ave, 14th Floor, New York, NY 10022 (providers@flumehealth.com or fax: (347) 846-0999, hereinafter, "Flume") and Provider as of the Effective Date below.

WHEREAS Flume desires to enter into this Agreement for the purpose of providing Benefit Plans with access to Provider through a direct contract and Provider desires to provide health care services to Participants of Benefit Plans.

In consideration of the mutual promises and covenants set forth herein, Flume and Provider agree as follows:

1. **Claims Submission.** After obtaining any pre-certifications necessary, Provider agrees to bill for services provided on standard billing instrument (UB04, HCFA 1500, or the electronic equivalent). Provider shall submit claims promptly, preferably within sixty (60) days following the date of service, but in no event, later than one (1) year from the date of service. Claims must be submitted to Flume.

2. **Claims Payment.** Clean Claims shall be processed within ninety-six (96) hours of receipt by Flume. For the purpose of this Agreement, a Clean Claim contains all necessary information, completed in a correct manner, according to CPT-4, ICD-10, or HCPCS coding where applicable, and that does not lack any required substantiating documentation, or does not have any particular circumstances requiring special treatment that prevents timely processing and/or payment. Payment shall not exceed the Fee Schedule outlined in this Agreement and a Benefit Plan is only allowed to pay for Medically Necessary Covered Services. Payment of any claim shall be final twelve (12) months from the date of payment or the date the claim was initially processed.

3. **Fee Schedule.** Provider shall accept as payment in full for services rendered the amount shown on Page 2 of the Agreement or, in the case where a Medicare rate does not exist, such comparable rate determined by Flume Health in its sole discretion, less any amounts paid by the member for deductibles, coinsurance, or copayments. Provider agrees not to balance bill the Participant or the Benefit Plan for any amounts other than deductibles, coinsurance, copayments, or non-covered services. In the event a claim payment is in dispute or appealed, Provider shall refrain from seeking payment from the Participant until such dispute is resolved.

4. **Duties of Provider.** Provider agrees to provide Medically Necessary Covered Services on a timely basis, without regard to health status or medical condition, in accordance with generally accepted medical practice guidelines. Provider agrees to remain in good standing with all necessary licenses, certifications and/or registrations required by law and agrees to carry and maintain insurance policies of comprehensive general liability and professional liability in the minimum amount required by state and federal law to insure the Provider.

5. **Term & Termination.** This Agreement shall continue in effect for an initial one (1) year term. At the end of this initial term, this Agreement shall automatically renew for successive one-year terms each, on the same terms and conditions then in effect, unless amended by the parties for any renewal term. This Agreement may be terminated at any time, with or without cause, by either party upon at least ninety (90) days prior written notice.

6. **Confidentiality.** All information and material provided by either party to the other remains proprietary to the disclosing party. Such information and material include, but are not limited to, contracts, reimbursement rates and methodologies. Neither party shall disclose any

such information or material except as required by law or to perform its obligations under this Agreement.

7. **Protected Health Information.** Each party will comply with all federal and state Laws and requirements regarding the confidentiality and security of protected health information and other data or information to the extent applicable to the parties' respective obligations under this Agreement.

8. **Indemnification.** The parties each agree to reimburse, indemnify, defend and hold harmless the other party from and against any liability, damages, losses, costs and expenses (including reasonable attorneys' fees) incurred, or any claim, demand, charge, action, cause of action or other proceeding asserted by a third party, arising from or related to the gross negligence, intentional misconduct, or an uncured material breach of any covenant, agreement, or representation made in or related to this Agreement by the indemnifying party. The indemnifying party shall not be liable for any liability of the other party, its agents, officers or employees, whether resulting from judgment, settlement, award, fine or otherwise, if such liability arises out of such other party's material breach and/or any negligent actions or omissions under this Agreement.

9. **Governing Law.** The execution, performance, interpretation, and enforcement of this Agreement will be governed by and construed in accordance with applicable federal law and the laws of the State of New York, Manhattan, without regard to its choice of law provisions.

10. **Force Majeure.** Neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control (or, to the extent the failure or delay is attributable to a third party, beyond such third party's reasonable control).

11. **Dispute Resolution.** The parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. A dispute not resolved within sixty (60) days will be submitted to mediation, in accordance with the American Arbitration Association Rules of Procedure for Mediation. If the dispute is not resolved through mediation, the parties will be free to pursue all legal and equitable remedies otherwise available, provided however, that such action taken, or remedy sought is initiated within one year of the parties' first meeting to resolve the dispute.

12. **Assignment.** Neither party may assign, delegate, or transfer any right, title, interest or obligation under this Agreement without the other party's prior written consent, which may not be unreasonably withheld. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assignees.

13. **Entire Agreement.** This Agreement, including all exhibits (each of which is incorporated into this Agreement as if fully set out herein), constitutes the entire agreement of the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, communications, and understandings (whether written or oral) regarding its subject matter and all past dealing or industry custom. This Agreement can be changed only by a written amendment signed by a duly authorized representative of each party.

14. **Claims Administrator.** Flume is the Claims Administrator providing ministerial services on behalf of the Benefit Plan and under no circumstances shall Flume be considered a Plan Administrator, Plan Sponsor, Plan Fiduciary, or an entity responsible for the payment of claims.

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Flume Community Allowed Amounts

Procedure / Visit Type	Amount Allowed (% of Medicare)
Primary Care Professional Services (Internists, Pediatricians, OB/GYN)	125%
Professional Services of Specialists (except noted below).....	140%
Physical/Occupational/other Therapy	105%
Non-physician Mental Health Services	105%
Radiology (technical component).....	105%
Laboratory Testing.....	105%
Prescriptions not provided by Flume’s contracted PBM	125%
(including injectable medications and infusion therapies)	
Dialysis	105%
Other	Contact Flume

IMPORTANT NOTES:

- **WE NEED A LIST OF ALL PHYSICIANS/MENTAL HEALTH THERAPISTS WITH THEIR SPECIALTIES***
- **TO CONTRACT AN ADDITIONAL TIN PLEASE COMPLETE ANOTHER DIRECT CONTRACT**

* Please email (providers@flumehealth.com) or fax (347-846-0999) a list of providers including first name, last name, Provider NPI, and specialty if not all professionals billing under this TIN accept this direct contract.