

## NETWORK PROVIDER SERVICES AGREEMENT

**THIS NETWORK PROVIDER SERVICES AGREEMENT** (“**Agreement**”), effective as of August 1, 2026 the “**Effective Date**”), is made and entered into by and between MCC Health, PBC, contracting on behalf of the health benefit plan sponsor(s) identified on Attachment C (each a “**Plan Sponsor**”) and TIOPA, Inc. (“**Network**”).

**WHEREAS**, each Plan Sponsor identified on Attachment C is contracting individually with Network through its agent MCC Health, PBC, and this Agreement shall be interpreted as a separate agreement for each Plan Sponsor;

**WHEREAS**, Plan Sponsor sponsors a self-funded health benefit plan regulated by ERISA, as defined below (“**Plan**”), for its employees and their dependents who are eligible for and enrolled in the Plan (“**Participants**”);

**WHEREAS**, Network has contracted with the health care physicians, practitioners and facilities listed on Attachment A (each a “**Provider**” and collectively “**Providers**”) to create an integrated health care delivery network; and

**WHEREAS**, each party wishes to enter into this Agreement to facilitate the delivery of Covered Services (as defined below) by Providers to Participants.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, the parties agree as follows:

### SECTION 1. DEFINITIONS

- 1.1 Clean Claim means an industry-standard claim form that has been completed without any defect, error, or other impropriety or circumstance that may prevent timely processing.
- 1.2 Covered Services means those health care items and services for which the Plan is financially responsible. An item or service is only a Covered Service if it is medically necessary, as defined by the Plan.
- 1.3 ERISA means the Employee Retirement Income Security Act of 1974, as amended.

### SECTION 2. DUTIES OF NETWORK AND PROVIDERS

- 2.1 Role of Network. Network represents and warrants that (i) it has authority to bind the Providers identified on Attachment A to the applicable terms of this Agreement; and (ii) all its activities on behalf of Providers comply with all applicable laws, including but not limited to antitrust laws. Network shall take all actions reasonably necessary to ensure Providers’ compliance with their respective obligations hereunder.
- 2.2 Health Care Services. Providers shall furnish Covered Services to Participants pursuant to the terms and conditions set forth in this Agreement. Providers shall verify the eligibility of Participant(s) prior to furnishing Covered Services, in accordance with Section 3.1. Each

Provider shall bind its employees, health care providers, directors, officers, representatives, contractors, and agents (“**Personnel**”) to the applicable requirements of this Agreement. Providers retain full authority to control their business operations, locations, equipment, Personnel, and scope of services, provided that they also satisfy their respective obligations under this Agreement.

- 2.3 Standards. Providers shall furnish Covered Services in accordance with applicable law, ethical guidelines, and standards of care. Providers shall not differentiate or discriminate in the treatment of any Participant because of (i) the person’s status as a Participant; or (ii) any protected classification, including but not limited to race, national origin, sex, gender, sexual orientation, and disability. For the benefit of Participants, Providers shall make commercially reasonable efforts to refer Participants to other in-network providers of Plan. Providers shall ensure coverage for Participants on a 24/7 basis in a manner that is appropriate to the applicable Provider’s specialty. Providers shall participate in any quality improvement, case management, or similar programs offered by Plan Sponsor for the benefit of Participants.
- 2.4 Credentialing. Providers and their respective Personnel shall maintain all necessary licenses, accreditations, certifications and/or training required by law and the Plan in order to furnish Covered Services. Network or Providers shall (i) provide Plan Sponsor or its designee with evidence of each Provider’s qualifications prior to the Effective Date and upon request; and (ii) immediately notify Plan Sponsor of any change to such information or the occurrence of any event identified in Section 5.2(b) as to Provider, any Provider’s Personnel, or any Provider’s location. Providers and Providers’ Personnel who are subject to credentialing must have their credentials verified by Network prior to furnishing Covered Services under this Agreement. Plan Sponsor accepts Network’s credentialing process as the approved method for verification of Provider credentials. All Network Providers submitted to MCC Health, PBC for network participation will have completed and passed the Network’s credentialing process.
- 2.5 Roster. Network shall identify all Providers on Attachment A. Network shall notify Plan Sponsor or its designee promptly of any changes to the information in Attachment A. Network shall ensure that Providers noted in writing as excluded by MCC Health, PBC are not Providers under this Agreement unless approved in writing by MCC Health, PBC.
- 2.6 Records. Providers shall maintain medical records and documents relating to Participants as required by applicable law and for the period of time required by law. Medical records of Providers and any other records containing individually identifiable information relating to Participants shall be regarded as confidential, and Providers and Plan Sponsor shall comply with applicable federal and state law regarding such records. Subject to Section 6.2, Providers shall provide Plan Sponsor and government agencies with access to and/or copies of any records related to Participants or this Agreement at no additional charge as reasonably necessary or as required by law.
- 2.7 Data. Network, Providers, and Plan Sponsor shall cooperate in exchanging such data as may be necessary to fulfill the purposes of this Agreement, subject to Section 6.2.

### SECTION 3. DUTIES OF PLAN SPONSOR

- 3.1 Participant Identification; Benefits. Plan Sponsor or its designee shall provide a readily-accessible means for verification of Participants' eligibility and benefits.
- 3.2 Cost Share. For Covered Services rendered by Provider under this Agreement, Plan Sponsor shall either (i) ensure that the Plan does not require any cost share amounts from Participants; or (ii) collect any such cost share amounts directly from Participant.
- 3.3 Relationship to Plan. MCC Health, PBC shall bind each Plan Sponsor and its Plans to comply with all applicable provisions of this Agreement. Provider acknowledges and agrees that each Plan Sponsor is singularly responsible for its own compliance under this Agreement, and there is no joint and several liability among Plan Sponsors by virtue of this Agreement.
- 3.4 Addition of Plan Sponsors. MCC Health, PBC shall provide thirty (30) days' prior written notice to Provider of the proposed addition of a Plan Sponsor to Attachment C. If Provider does not object to the addition within such notice period, the Plan Sponsor will be deemed included in Attachment C as of the date specified in the notice. MCC Health, PBC may remove Plan Sponsor(s) from the Agreement upon notice to Provider.
- 3.5 Policies and Procedures. Plan Sponsor reserves the right to adopt and amend policies and procedures for administration of the Plan and this Agreement. Plan Sponsor shall make any such policies and procedures available to Network and Providers, and, to the extent such policies and procedures are not in conflict with this Agreement, Network and Providers agree to comply with the same. Notwithstanding the foregoing, any policies, procedures or rules which materially increase the administrative procedures which Provider must follow or otherwise impose an additional material administrative burden on Provider shall require the prior written agreement of Provider. In the event of a conflict between this Agreement and the Plan Sponsor's policies and procedures, this Agreement shall prevail.
- 3.6 Plan Document. Plan Sponsor retains sole responsibility for ensuring that (i) its Plan(s) and its operations comply with ERISA and any other applicable law; and (ii) its Plan document(s) are consistent with the requirements of this Agreement, such that the terms and conditions of this Agreement may be given full force and effect without violating the Plan document(s). Plan Sponsor is also solely responsible for ensuring that its designee(s), including but not limited to any third party administrator, comply with the terms of this Agreement.

### SECTION 4. PAYMENTS

- 4.1 Payments. Providers agree to accept the applicable rate set forth in Attachment B as payment in full for Covered Services furnished to Participants. Providers shall submit claims to Plan Sponsor's third party administrator, as directed by Plan Sponsor, or as otherwise set forth in Attachment B. Providers shall use the claim and coding guidelines published by the Centers for Medicare & Medicaid Services ("CMS"). Without limiting the generality of the foregoing, Providers shall make best efforts to follow the then-current coding guidelines published by CMS's National Correct Coding Initiative. Providers shall

submit claims within one hundred eighty (180) days of the date of service, the date of discharge, or the date of adjudication by the primary payor, as applicable. Providers shall make best efforts to submit claims electronically. Providers shall not seek reimbursement from Participants for Covered Services, except as may be described in Attachment B. Plan Sponsor shall pay, or arrange for payment of, any undisputed amounts to Providers within thirty (30) calendar days of receipt of a Clean Claim. MCC Health, PBC is not responsible for any payment to Providers.

- 4.2 Non-Covered Services. Providers may bill Participants for any item or service that is not considered a Covered Service by the Plan, provided that (i) Provider has informed Participant in advance that the specified item or service is not a Covered Service; and (ii) Participant has agreed in writing to receive, and be financially responsible for, that particular item or service prior to it being provided.
- 4.3 Coordination of Benefits. Providers shall follow coordination of benefits rules as directed by Plan Sponsor. Where Plan is the secondary payor, Providers shall bill and collect from the primary payor before submitting a claim under Section 4.1.
- 4.4 Overpayments. Plan Sponsor will not engage in routine prepayment utilization management activities for Covered Services rendered by Providers under this Agreement. Nevertheless, in the event Plan Sponsor reasonably determines that it has made payment for item(s) and/or service(s) that are not Covered Services, or that were provided to a patient who was not a Participant on the date of service, or where there is a finding of fraud, waste or abuse by a Provider, in Plan Sponsor's sole discretion, (i) Plan Sponsor may recoup such payment upon notice to the applicable Provider; and/or (ii) that Provider shall refund such overpayment within thirty (30) days of demand from Plan Sponsor. Disagreements about such overpayments shall be subject to the dispute resolution procedures set forth in Section 6.8.

## **SECTION 5. TERM AND TERMINATION**

- 5.1 Term. This Agreement shall commence as of the Effective Date and shall remain in full force and effect until the end of the then-current calendar year, unless earlier terminated as provided in Section 5.2. Thereafter, the Agreement shall automatically renew for additional one (1) year terms, unless either party provides notice of non-renewal at least ninety (90) days prior to the end of the then-current contract year.
- 5.2 Termination.
  - a. Either party may terminate this Agreement for cause due to a material breach by the other party by giving thirty (30) days' prior written notice. The notice of termination for cause shall not be effective if the breaching party cures the breach to the reasonable satisfaction of the non-breaching party within such notice period.
  - b. MCC Health, PBC may terminate this Agreement, or remove a Provider, any Provider Personnel or any Provider location from Attachment A, immediately by written notice in the event Network, a Provider, any Provider Personnel, or any Provider location, as applicable: (i) fails to maintain licensure or accreditation; (ii)

fails to maintain insurance as required by this Agreement; (iii) is convicted of a crime; (iv) is excluded from a federal health care program; (v) is found liable for malpractice; (vi) is insolvent; (vii) engages in fraud, waste or abuse; (viii) acts, or fails to act, in a manner that places Plan, Plan Sponsor or a Participant at material risk.

- c. Either Party (or any Plan Sponsor as to its Plan(s) only) may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other Party.
- d. Any obligation arising prior to the date of termination, and any provision that by its nature is intended to survive, shall survive termination. Further, this Agreement shall continue to apply to Covered Services for Participants who are existing patients of Provider on the date of termination for the greatest of the following periods: (i) for up to ninety (90) days following termination to the extent necessary to allow Participants to transition to other health care providers; (ii) until the date of discharge, for any Participant with inpatient status as of the date of termination; (iii) the period of time specified by continuity of care requirements under applicable law; or (iv) through the end of the calendar year during which the termination takes effect.
- e. Each Plan Sponsor may exercise these termination rights individually as to its participation in the Agreement. MCC Health, PBC may also exercise these termination rights as party to the Agreement.

## **SECTION 6. GENERAL PROVISIONS**

6.1 Disclaimer. MCC Health, PBC is not responsible to any individual or entity for any damages arising from Plan Sponsor, Network, or any Provider's acts or omissions hereunder. Network and each Provider shall defend and hold harmless MCC Health, PBC from any damages arising from its own acts or omissions related to this Agreement.

6.2 HIPAA, Confidentiality, Non-Disclosure.

- a. MCC Health, PBC, Network, Plan Sponsor and Providers shall comply with all applicable laws and regulations regarding maintenance and disclosure of Participants' medical records and other individually identifiable health information. In particular, the parties, Plan Sponsor and Providers shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and the applicable rules and regulations promulgated thereunder, all as amended from time to time (collectively, "**HIPAA**"). Network represents and warrants that it is the business associate of each Provider and has entered into business associate agreements with all Providers reflecting such status.
- b. The parties, Plan Sponsor and Providers shall keep strictly confidential any and all proprietary information of any of the other entities that may be given or disclosed, or that may be learned directly or indirectly, pursuant to this Agreement. In

addition, no party, Plan Sponsor or Provider shall use such confidential information for its own benefit (other than to implement this Agreement) or disclose such confidential information to any other person or entity (except those professional advisors who are bound to confidentiality) without the express prior written consent of the entity that owns or controls the confidential information, or as required by law. Notwithstanding the foregoing, this Agreement and its attachments shall not be considered confidential information hereunder.

c. This Section 6.2 shall survive the termination of this Agreement.

- 6.3 Patient Choice/Discussion of Treatment Options. The parties acknowledge and agree that nothing in this Agreement shall be construed to (i) interfere with a Participant's freedom of choice to receive medical services from Providers or any other health care provider; or (ii) prohibit, impede, or interfere in discussions between Participants and health care providers regarding medical treatment options.
- 6.4 Professional Judgment. Neither MCC Health, PBC nor Plan Sponsor shall exercise control or direction over the manner or method by which Providers render Covered Services under this Agreement and shall not interfere with the professional medical judgment of any health care provider. Accordingly, each Provider shall indemnify and hold harmless Plan Sponsor and its agents for any and all damages arising from the acts or omissions of that Provider or its Personnel under this Section 6.4. Providers shall notify Plan Sponsor or its designee immediately upon receipt of a grievance or complaint from a Participant.
- 6.5 Independent Contractors. Each party acts as an independent contractor to the other party. Neither party has express or implied authority to assume or create any obligation on behalf of the other. Neither party's employees, agents, or representatives have any right to the employee benefits offered by the other party solely by virtue of this Agreement.
- 6.6 Insurance. Provider represents and warrants that it has and shall maintain professional, general liability, cyber security and other applicable industry-standard insurance coverage against claims arising out of Provider's or its Personnel's acts or omissions hereunder, at minimum amounts standard for a similarly-situated provider in Provider's industry or specialty.
- 6.7 Audits. MCC Health, PBC and Plan Sponsor have the right to conduct reasonable audits, including a review of the coding applied to a Participant's medical record. Audits may not be conducted on a pre-payment basis.
- 6.8 Dispute Resolution. In the event that a dispute arises between the parties regarding the performance or interpretation of this Agreement, the parties agree that they shall first meet and attempt in good faith to resolve the dispute prior to the initiation of any other legal action. Such informal dispute resolution process may include mediation, upon the mutual agreement of the parties. If such efforts fail to produce a mutually acceptable resolution of the dispute, either party may initiate binding arbitration in Dallas County, Texas, in accordance with the rules of the American Health Law Association. Further, each Plan

Sponsor may participate in dispute resolution individually if no other Plan Sponsor is affected by the dispute.

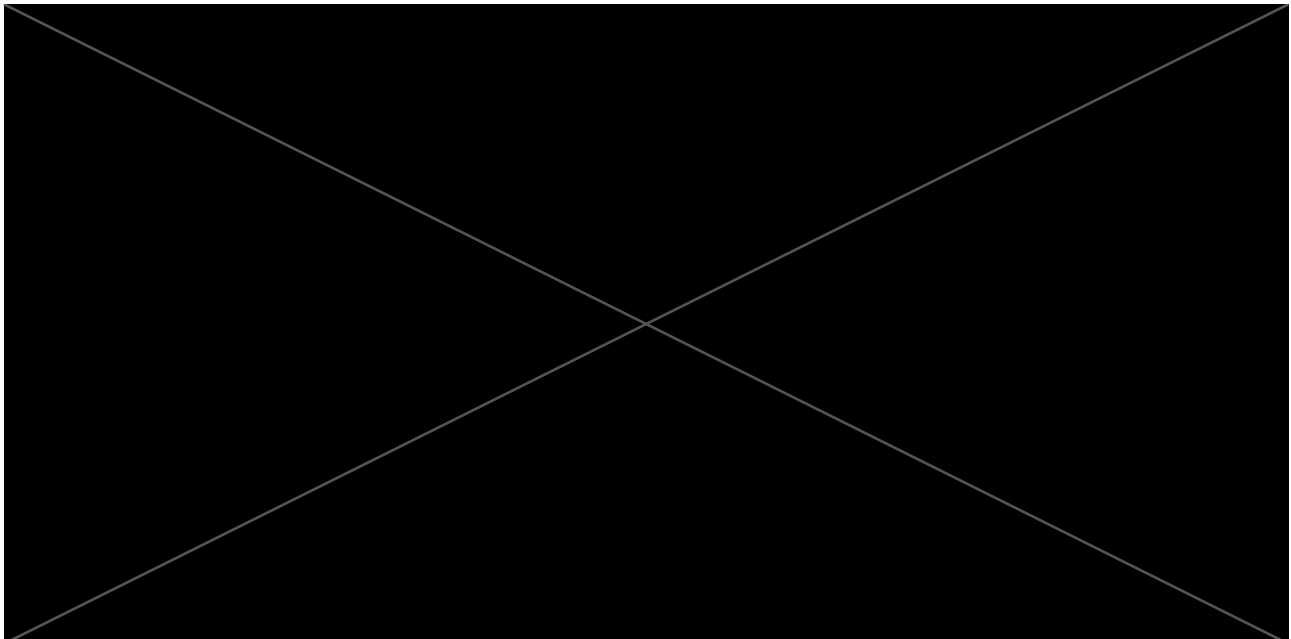
- 6.9 Modification for Change in Law. To the extent that any law, rule, regulation or standard of any authority having jurisdiction over a party to this Agreement or the subject matter of this Agreement (including an applicable accrediting agency) shall raise question as to the legality, enforceability, or appropriateness of this Agreement or any provision hereof, the parties agree to negotiate promptly regarding any modification needed to bring this Agreement into compliance with such applicable law, rule, regulation or standard. Should the parties be unable to agree upon such modification within a period of thirty (30) days from the date either party gave notice of the issue to the other party, or within such shorter period of time necessary to avoid illegality, this Agreement may be terminated by either party upon notice to the other party.
- 6.10 Entirety and Modification. This Agreement, together with the exhibits which are hereby incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and as of the Effective Date, shall supersede any previous agreements or understandings, written or oral, between the parties. If Plan Sponsor has access to a Provider's services under another agreement, e.g., a direct agreement or a wrap network participation agreement, Plan Sponsor shall designate the agreement that controls as to that Provider. Except as otherwise set forth herein, all modifications of the Agreement shall be in writing and signed by both parties.
- 6.11 Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Texas, without regard to any conflicts of law principles, and without regard to any construction in favor of either party by reason of the drafting of this Agreement.
- 6.12 Assignment; Subcontracting. Except as otherwise permitted herein, neither party shall have the right to assign, delegate, or otherwise transfer any or all of its rights and/or obligations under this Agreement to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that MCC Health, PBC may assign to an affiliate or successor-in-interest. Further, each Plan Sponsor may assign its participation under this Agreement to any affiliate or successor-in-interest. Providers may not subcontract with third parties to furnish Covered Services under this Agreement, unless otherwise authorized in writing by Plan Sponsor or its designee.
- 6.13 Compliance with Laws. Each party, Plan Sponsor and Provider will conduct itself in full compliance with applicable federal, state and local law. This Agreement has been negotiated in an arms-length transaction and (i) does not require or guarantee any minimum level of Covered Services to be provided hereunder; and (ii) does not take into account any referrals or other business that may exist between the parties.
- 6.14 Use of Name and Other Information. Network and each Provider agree that Plan Sponsor may include information about Network and Providers on a publicly available website and in literature distributed to existing or potential Participants.

- 6.15 Notices. Any notice required under this Agreement must be in writing and either hand delivered or sent by United States mail postage prepaid or overnight courier to the applicable party at the address listed on the signature page. Either party may change its address for notices by giving written notice of the change to the other party in the same manner. Notwithstanding the foregoing, Plan Sponsor or its designee may send routine communications regarding this Agreement and/or the Plan to Providers via electronic means.
- 6.16 Waiver of Breach; Severability. If either party waives a breach of any provision of this Agreement, it shall not operate as a waiver of any subsequent breach. If any portion of this Agreement is deemed unenforceable for any reason, it shall not affect the enforceability of any remaining portions.
- 6.17 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement for each Plan Sponsor.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as set forth below.

**MCC HEALTH, PBC,**  
contracting on behalf of the Plan Sponsor(s)  
identified on Attachment C

**NETWORK,**  
Contracting on behalf of itself and the  
Providers identified on Attachment A





**ATTACHMENT A**  
**Network Providers**

[Opt-in Roster to be provided.]

Network will furnish an updated roster of Providers at any time upon Plan Sponsor's or its designee's request.

**ATTACHMENT B**  
**Reimbursement Rates**

**Carve Out Rates**

|                 |                                |
|-----------------|--------------------------------|
| Drugs (J-Codes) | 100% of Medicare (106% of ASP) |
| Anesthesia      | \$75 per unit                  |

For all services not listed above, Plan Sponsor shall pay Providers for Covered Services at the lesser of billed charges or 135% of the then-current Medicare fee schedule applicable to the Covered Service. For Covered Services reimbursed under the Medicare Physician Fee Schedule, the Dallas Locality, Non-Facility Price shall apply. Plan Sponsor shall pay Provider 85% of the rate above for services rendered by mid-level providers or advanced practice providers (“APPs”). Notwithstanding the foregoing, Plan Sponsor shall not pay any supplemental or add-on payments that Medicare may otherwise pay to Providers under Medicare programs, including but not limited to any quality or value-based program payments, graduate medical education payments and/or bad debt reconciliations. Plan Sponsor or its designee shall have the right to determine the reimbursement rate for any item or service that does not have an established rate on a Medicare fee schedule.

The parties acknowledge and agree that Providers shall not collect any coinsurance or other payment from any Participant for Covered Services furnished under this Agreement, except as otherwise directed by Plan Sponsor.

For any item or service that does not have an established rate on a Medicare fee schedule, reimbursement shall be fifty (50) percent of Provider’s billed charges. The parties agree to negotiate a fixed rate for unlisted services that occur more than three (3) times in a calendar year. For unlisted drug codes, Provider agrees to include the NDC number for the drug on all claims submitted to the Plan Sponsor.

At its discretion, Plan Sponsor may offer Provider an option to request payment prior to or immediately following the provision of a Covered Service (“Date of Service Payment”). In such case, Provider must still submit a claim for the Covered Service in accordance with Section 4.1 of the Agreement.

## **ATTACHMENT C**

### **Plans / Plan Sponsors**

- Radical Ventures, LLC (DBA Mark Cuban Companies)
- Mark Cuban Cost Plus Drug Company, PBC (DBA Cost Plus Drugs)