

Physicians Contracting Organization of Texas

PROVIDER PARTICIPATION AGREEMENT

By this Provider Participation Agreement, _____ (“Provider”) accepts and understands the conditions for membership in Physicians Contracting Organization of Texas (“Corporation”), a Texas non-profit corporation.

- A. Corporation’s Purpose: The Corporation is a non-profit organization of healthcare providers that has as its purposes:
1. To function as a direct contracting organization to arrange for the provision of the professional services of its members;
 2. To support the provision of quality, cost-effective medical services and the development of new services and products for the community;
 3. To more effectively market healthcare services in the community;
 4. To accomplish all objectives through the joint cooperative action of its members;
 5. To participate in all third-party payer agreements with which the Corporation contracts; and
 6. To transact any and all other business which a Texas non-profit corporation may do.
- B. Obligations of The Corporation: The Corporation agrees to make every effort to contract with potential third-party payors, including employers, insurance companies, health benefit and managed-care plans, in order to enable the Corporation to arrange for the delivery of professional healthcare services by its members, including Provider. The Corporation shall also meet such other criteria as the Board of Directors may from time to time determine.
- C. Conditions of Membership: Provider understands and agrees to comply with the following conditions of membership which apply to all participating providers who are members of the Corporation:

1. To have an unrestricted license to practice medicine, dentistry or podiatry in Texas;
2. To maintain membership in good standing of the Medical Staff of East Texas Medical Center Hospital, Mother Frances Hospital, Behavioral Health Center, University of Texas Health Center at Tyler, or other Joint Commissioned accredited Texas Hospital in the area in which the physician practices;
3. To pay membership dues as required by the Corporation;
4. To participate in managed-care agreements with which the Corporation contracts that require the Provider's participation (recognizing and agreeing to the fact that not all contracts may request or require that Provider be included in the panel of contracting providers); and PCOT is a messenger model IPA.
5. To comply with all other criteria and policies and procedures of the Corporation that have been or will be enacted by the Board of Directors;
6. To participate in and cooperate with the quality assurance and utilization management programs of the Corporation;
7. To address all grievances through the grievance process established by the Corporation;
8. To comply with the membership renewal requirements and procedures utilized by the Corporation on an annual basis, and to recognize and agree that cancellation of Provider's membership in the Corporation requires both ninety (90) days notice to the Board of Directors as well as compliance with the termination provisions of all managed-care agreements into which Provider has entered; and
9. To otherwise advise the Corporation immediately upon the occurrences of any change or alteration in the information provided in Provider's application for membership in the Corporation.
10. To comply with all State and Federal Laws as mandated by Centers of Medicare and Medicaid; HIPAA; OIG; Texas Department of Insurance; Texas Medical Board; National Committee of Quality Assurance; Drug Enforcement Agency; and Department of Public Safety of Texas.
11. To maintain medical liability coverage, at physician's sole cost, according to the community standard in which the physician renders care.

- D. Effect of Membership in The Corporation: Provider has received and reviewed the Bylaws of The Corporation and understands and agrees that:
1. Membership dues are not an investment and membership will not offer any form of financial return from the Corporation;
 2. Membership in the Corporation has no effect on or relationship to Medical Staff privileges at East Texas Medical Center Hospital, Mother Frances Hospital, Behavioral Health Center, or University of Texas Health Center at Tyler, except that loss of staff membership in the community that the physician practices can result in termination membership in the Corporation; and loss of participation in managed care plans.
 3. Members are entitled to elect all of the directors on the Corporation's Board of Directors.
- E. Confidentiality: Provider hereby further acknowledges and agrees that Provider will maintain in confidence all business information that may come into Provider's possession by virtue of Provider's status as a member of the Corporation, or an investor, partner, contractor, or supplier or any venture developed or managed by the Corporation and will not disclose such business information to any person other than the members of the Corporation or the applicable venture absent a release or a consent to release of such information by the Corporation or the applicable venture.
- F. Entire Agreement: This Agreement embodies the entire Agreement between the Corporation and Provider and there are no agreements, representations, warranties, oral or written between the Corporation and Provider other than those set forth as provided for in this Agreement.
- G. Rights Under This Agreement: This Agreement shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns. Nothing contained in this Agreement is intended to confer upon any person, other than Provider and the Corporation and their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason by this Agreement.
- H. Amendment: This Agreement may not be amended, modified or supplemented with respect to any of the terms contained herein without the written mutual consent of the Provider and the Corporation.
- I. Assignment: This Agreement is not assignable by Provider without the prior written consent of the Corporation.

- J. Access to Books and Records: If this Agreement is determined to be subject to the provisions of Section 952 of P.L. 96-499, or its equivalent, which governs access to books and records of subcontractors of services to medicare providers where the cost or value of such services under the contract exceeds \$10,000 over a 12-month period, the Corporation agrees to permit representatives of the Secretary of the Department of Health and Human Services and the Comptroller General, in accordance with criteria and procedures contained in applicable federal regulations, to have access to its books, documents and records as necessary to verify the cost of services provided under this Agreement.

I have read and understand this Provider Participation Agreement, and hereby accept membership as a Member in the Corporation.

SIGNATURE

NAME

ADDRESS

TELEPHONE NUMBER

ACKNOWLEDGED AND ACCEPTED THIS
_____ DAY OF _____, 20__.

Physicians Contracting Organization of Texas

By: _____
Stanton P. Champion, M.D.
President

RETURN TO: PCOT
1310 Doctors Drive, Ste. B.
TYLER, TEXAS 75701

STATEMENT OF APPLICANT

I attest that the information given in this PCOT Application for Membership is accurate and complete. I authorize the Corporation and its duly authorized representatives to consult with and obtain any and all pertinent information from institutions and professional and other organizations with which I am or have been associated, including but not limited to past and present malpractice carriers, who may have information bearing on my professional competence, character and other qualifications for membership.

I agree to furnish the Corporation with any information or documents it may require in verification of the information I have provided in this Application. I further agree that the Corporation may present a photocopy of this statement, signed by me, as a consent and release for purposes of obtaining any of the information it requires.

I release the Corporation and/or its authorized representatives, and any third parties from any liability for any reports, records, recommendations, or other documents or disclosures involving me that are made, requested or received by the Corporation and /or its authorized representatives to, from, or by any third parties, including otherwise privileged or confidential information, made or given in good faith and relating to the subject matter addressed by this Application. I acknowledge and understand that the Corporation shall maintain the confidentiality of such information.

DATE

SIGNATURE

PRINTED NAME