PROVIDER PARTICIPATION AGREEMENT

This PROVIDER PARTICIPATION AGREEMENT (this “Agreement”) is made and entered into as of _______________, 2016 (the “Effective Date”), by and between NORTH TEXAS CIN, INC., a Texas nonprofit corporation d/b/a TXCIN (“TXCIN”) and the undersigned provider (the “Participating Provider”).

RECITALS

WHEREAS, TXCIN is establishing a clinically integrated network (the “Network”) of physicians (each, a “Physician” and collectively, the “Physicians”) and providers to deliver coordinated health care to the public;

WHEREAS, TXCIN intends to organize the Network and negotiate and enter into shared savings agreements with third party payors (each, a “Payor” and collectively, the “Payors”);

WHEREAS, the Participating Provider is either licensed to practice medicine in the State of Texas or employs and/or contracts with professionals who are licensed to practice medicine in the State of Texas;

WHEREAS, TXCIN desires to enroll Physicians and providers committed to the Network goal of delivering quality health care by cost-effective means; and

WHEREAS, the Participating Provider desires to enter into this Agreement, whereby the Participating Provider and, if applicable, its employed and/or contracted Physicians, will participate in the Network and clinically integrate his or her private medical practice with Network participating providers to (i) coordinate the delivery of care across the Network, (ii) enhance the quality of care delivered across the Network, and (iii) promote cost effective and efficient health care services to the patients within the Network.

NOW, THEREFORE, in consideration of the facts set forth above and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
RESPONSIBILITIES OF TXCIN

1.01 TXCIN will gather outcome and quality data from the Participating Provider regarding patient care to assist TXCIN, the Network, the Participating Provider, and its employed or contracted Physicians, if applicable, and the other participating providers of TXCIN, in assessing and enhancing the quality of care, patient satisfaction and practice efficiencies in conjunction with the Participating Provider’s clinical integration.

1.02 TXCIN will develop, adopt and implement various practice standards and clinical protocols for treating certain medical conditions.
1.03 TXCIN will monitor and report on various metrics, adherence to protocols, cost efficiency, patient satisfaction, and any number of other metrics TXCIN deems necessary to the operation of the Network.

1.04 To the extent permitted by law, TXCIN will make available an interface to allow TXCIN to receive from the Participating Provider the clinical data required to be submitted by the Participating Provider pursuant to this Agreement.

1.05 Notwithstanding anything in this Agreement to the contrary, TXCIN and the Participating Provider acknowledge and agree that the Participating Provider shall retain sole ownership of any such data gathered from the Participating Provider in accordance with this Agreement.

1.06 TXCIN shall establish committees, which shall review on a prospective, concurrent and retrospective basis (i) the quality, level of care, utilization and cost of Covered Services provided to individuals, or eligible dependents of individuals, who are determined by a Payor to be enrolled and eligible to receive Covered Services (collectively, “Subscribers”); and (ii) transparency, Payor and patient satisfaction. For purposes of this Agreement, “Covered Services” shall mean those health care services that a Subscriber is entitled to receive from a Participating Provider pursuant to a contract between the Participating Provider or TXCIN and a Payor (each, a “Contract” and collectively, the “Contracts”). “Subscriber” shall mean an individual, or eligible dependent of such individual, whether referred to by a Payor as “subscriber”, “member”, “participant”, “enrollee” or otherwise, who is determined by a Payor to be enrolled and eligible to receive Covered Services under the terms of the Payor’s health plan.

1.07 In facilitating participation in managed care plans, TXCIN, or its designee, will act as a messenger who will maintain the confidentiality of fee information by not sharing any fee parameters with competing participating providers. Additionally, TXCIN will not (i) promote, condone or participate in collective decisions by competing participating providers to participate in or refuse a Payor’s fee-for-service or capitation plans, and (ii) dictate terms (price or otherwise) on which participating providers will participate in a Payor’s fee-for-service plans.

ARTICLE II
PARTICIPATING PROVIDER RESPONSIBILITIES

2.01 The Participating Provider agrees to cooperate with TXCIN and TXCIN’s other participating providers by providing outcome and quality data of patients to TXCIN. The Participating Provider agrees that such data may be provided by TXCIN to TXCIN’s committees, TXCIN’s medical directors and Payors.

2.02 The Participating Provider acknowledges and agrees to use best efforts to implement, comply with and abide by clinical protocols as adopted by TXCIN.

2.03 TXCIN will monitor and report on various metrics, adherence to protocols, cost efficiency, patient satisfaction, and any number of other metrics TXCIN deems necessary to the operation of the Network, and the Participating Provider hereby agrees and acknowledges that

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these reports may be distributed to all Network participating providers, Payors, and other third parties on both a blinded and un-blinded basis.

2.04 The Participating Provider agrees that in no event, including, but not limited to, non-payment to TXCIN or to the Participating Provider, shall the Participating Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from Subscribers, or have any recourse against Subscribers, for any Covered Services provided to any Subscribers pursuant to this Agreement. This provision shall not prohibit the collection of any copayments, monies through coordination of benefits and payments for services to which a Subscriber is not entitled to receive under the applicable Contract. The Participating Provider agrees that this provision shall survive the termination of this Agreement for any reason and that it supersedes any written or oral agreement to the contrary now existing or hereafter entered into between TXCIN and any Subscriber or any persons acting on the Subscriber’s behalf.

2.05 The Participating Provider agrees as follows: (a) to serve or, if applicable, to cause its employed or contracted Physicians to serve, upon the request of TXCIN, on various Network committees; (b) to participate in and fully comply with TXCIN’s and Payors’ utilization management programs, quality improvement programs, Subscriber grievance procedures and medical administrative guidelines, including, but not limited to, guidelines pertaining to customer satisfaction, credentialing, peer review, risk management, and medical records; (c) to provide health care services to a Subscriber in accordance with the applicable Payor agreement and subject to the availability of appropriate office, clinic or hospital facilities and services; (d) to be bound by all of the provisions of TXCIN’s policies, procedures and programs, which the Participating Provider acknowledges may be amended from time to time; (e) to cooperate with any administrative procedures which may be adopted by TXCIN regarding the performance of health care services and the Network services pursuant to this Agreement; (f) to provide necessary clinical data to TXCIN, at the expense of the Participating Provider, within six (6) months of initial Network membership and on a continual basis thereafter, by a secured, electronic medium; (g) to participate in sufficient clinical activity within the Network, as determined in the sole discretion of TXCIN to ensure meaningful participation in quality assurance, utilization management and clinical integration programs developed by TXCIN; (h) to participate in significant clinical involvement with Network Physicians and other participating providers, as determined in the discretion of TXCIN, through commitment to the delivery of medically appropriate care to Network patient populations, and compliance with benchmark, quality of care and clinical integration initiatives and policies implemented by TXCIN; and (i) to maintain the Participating Provider’s customary office hours for the treatment of its patients.

2.06 The Participating Provider shall maintain, at all times during the term hereof, professional liability insurance in the minimum amount of Two Hundred Thousand Dollars ($200,000.00) for each occurrence and Six Hundred Thousand Dollars ($600,000.00) in the annual aggregate, as shall be necessary to insure the Participating Provider and the Participating Provider’s employees against any claim or claims for damages, whether arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any health care for Subscribers or of any of the Participating Provider’s responsibilities pursuant to this Agreement, or arising by reason of the use of any of the Participating Provider’s property, equipment or facilities, or of any of the Participating Provider’s other activities, in connection with
the performance of health care services for and on behalf of Subscribers. In the event the Participating Provider’s professional liability coverage is on a “claims made” basis, the Participating Provider agrees to obtain extended reporting (“tail”) coverage upon termination of this Agreement. The Participating Provider shall provide TXCIN with a copy of the foregoing policy(s) upon request from TXCIN and immediately shall inform TXCIN in the event the foregoing policy(s) is terminated, modified or amended, and such policy shall not be terminated or amended without fifteen (15) days prior written notice to TXCIN.

2.07 The Participating Provider shall comply with, and, if applicable, shall cause its employed or contracted Physicians to comply with, all applicable federal, state and/or local laws, rules and regulations, including, but not limited to, those related to the delivery of health care services and the practice of medicine. In addition, the Participating Provider shall immediately advise TXCIN of each malpractice claim and settlement or judgment of a malpractice claim entered against or into by the Participating Provider or any Physician employed by or contracted with a Participating Provider within fifteen (15) days following the knowledge of such claim and within fifteen (15) days following the entry of such judgment or settlement.

2.08 The Participating Provider hereby represents and warrants that the Participating Provider is currently, and for the duration of this Agreement shall remain, licensed to practice medicine in the State of Texas or is composed solely of Physicians so licensed.

2.09 Nothing in this Agreement is intended to set (nor shall it be construed to set) the fees that the Participating Provider shall charge for services rendered to any person other than Subscribers.

2.10 The Participating Provider hereby authorizes TXCIN to release any and all information, records, summaries of records and statistical reports specific to the Participating Provider at any time without receiving the Participating Provider’s prior written consent.

2.11 The Participating Provider shall provide TXCIN, upon TXCIN’s request, with such authorizations, consents or releases as TXCIN may request in connection with any inquiry by TXCIN or any Payor, hospital, governmental or private agency or association (including the National Practitioner Data Bank and the Texas Medical Board) or any other entity or individual relative to the Participating Provider’s professional qualifications, mental or physical fitness or the quality or cost-effectiveness of the medical care rendered by the Participating Provider.

2.12 The Participating Provider agrees: (a) not to differentiate or discriminate in the Participating Provider’s provision of Covered Services to Subscribers because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, health or age; and (b) to render professional services to Subscribers in the same manner, in accordance with the same standards, and within the same time availability as offered to non-Subscriber patients consistent with existing medical ethical/legal requirements for providing continuity of care to any patient.

2.13 THE PARTICIPATING PROVIDER HEREBY RELEASES AND DISCHARGES TXCIN, THE NETWORK AND THEIR RESPECTIVE DIRECTORS, COMMITTEE MEMBERS, OFFICERS, AGENTS AND CONSULTANTS FROM AND
AGAINST ANY AND ALL CLAIMS, COSTS, CAUSES OF ACTION OR LIABILITIES
OF ANY TYPE WHATEVER FOR THEIR ACTIONS OR OMISSIONS MADE IN
THEIR OFFICIAL CAPACITIES WITH THE NETWORK, EXCLUDING ACTIONS OR
OMISSIONS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

2.14 The Participating Provider agrees to comply with and accept as final the decisions
of the Quality Assurance, Peer Review, Clinical Integration, Payor Contracting and Finance
Committees, and any other TXCIN committee.

2.15 The Participating Provider shall prepare and maintain appropriate records related
to health care services arranged or provided to Subscribers as required by applicable law and in
compliance with the terms of this Agreement. The Participating Provider agrees to comply with
all state and federal laws, rules and regulations and the requirements, if any, specified by TXCIN
pertaining to the confidentiality, privacy and security of such records. The Participating Provider
shall implement those privacy and security measures appropriate and as required by state and
federal law to prevent unauthorized disclosure of any and all records maintained by the
Participating Provider, including, but not limited to, the Health Insurance Portability and
Accountability Act of 1996, and certain privacy and security regulations promulgated by the U.S.
Department of Health and Human Services to implement certain of its provisions, and the Health
Information Technology for Economic and Clinical Health Act, and its implementing regulations
found in the Omnibus Final Rule (collectively referred to hereinafter as “HIPAA”). These
obligations shall survive the termination of this Agreement.

2.16 During the term of this Agreement, the Participating Provider will comply with and
abide by TXCIN’s clinical integration programs, and the protocols, policies and procedures as
implemented and modified from time to time by TXCIN. TXCIN’s clinical integration programs,
and clinical practice protocols, policies and procedures include, but are not limited to:

(a) Quality assurance, including, but not limited to, developing clinical
protocols and monitoring for Participating Provider adherence;

(b) Patient satisfaction monitoring with provision of Network Services;

(c) Network utilization through referrals within the Network as medically
appropriate;

(d) Utilization management, including, but not limited to, precertification of
elective admissions and procedures, length of stays, concurrent review of services and
referral processes or protocols, case management;

(e) Pre-admission testing guidelines;

(f) Claims payment review;

(g) Network Physician/Participating Provider grievance procedures;

(h) Electronic claims data and other health care records data production;
(i) An electronic clinical data system permitting access to certain patient health
information; and

(j) Any applicable participation criteria for outpatient services, as set forth in
Payor participation criteria.

2.17 Consistent with accepted professional standards for rendering quality health care
and the Participating Provider’s professional judgment, the Participating Provider will, or, if
applicable, will cause its employed or contracted Physicians to, follow Network program
guidelines in referring Subscribers to participating providers who participate in the applicable
Payor’s panel (i.e., in-network physicians), except in an emergency or as otherwise required by a
Payor utilization management program. Participating Provider acknowledges and agrees that the
make-up of panels in these arrangements may vary due to the application of these requirements,
measures and criteria and, therefore, TXCIN cannot guarantee that Participating Provider will
participate in any particular panels or any minimum number of panels.

2.18 In compliance with and subject to privacy and disclosure restrictions under
applicable law, the Participating Provider agrees to cooperate with TXCIN and Payors upon
request in the prompt exchange of patient records when necessary and required. During the term
of this Agreement and thereafter, the Participating Provider shall provide TXCIN, Payors,
participating providers, authorized government authorities, and duly authorized third parties
reasonable access to the records maintained by the Participating Provider regarding care delivered
to Subscribers under this Agreement when required in connection with a Subscriber’s care or
TXCIN and Payor obligations under this Agreement or applicable law. Subject to compliance
with privacy and disclosure restrictions under applicable law, and upon the execution of this
Agreement, the Participating Provider agrees to enter into a Business Associate Agreement dated
as of the Effective Date and attached hereto as Exhibit A (the “Business Associate Agreement”).

2.19 The Participating Provider shall notify TXCIN within five (5) business days of the
occurrence of the following events and actions:

(a) If the Participating Provider is an entity, a change in ownership of at least a
majority of the issued and outstanding ownership interests of the Participating Provider;

(b) A change of location, office hours, tax identification number, telephone
and/or facsimile numbers;

(c) The lapse, material change, reduction, non-renewal or cancellation of
professional liability or comprehensive general liability insurance coverage, or other
insurance coverage required by this Agreement;

(d) The revocation, suspension, limitation, restriction, termination or voluntary
relinquishment of the Participating Provider’s or, if applicable, an employed or contracted
Physician’s, medical license, and any certification or accreditation;

(e) The revocation, suspension, limitation, restriction, termination or voluntary
relinquishment of hospital medical staff membership or staff privileges or clinical staff
privileges of the Participating Provider or, if applicable, an employed or contracted Physician, at any health care facility;

(f) The initiation of a proceeding following an investigation or final disciplinary action involving the Participating Provider or, if applicable, an employed or contracted Physician, by the Texas Medical Board, a peer review body, or any other state or federal regulatory, licensing or certification board, agency or body, and when available, the Participating Provider shall provide documentation of the outcome or resolution of the investigation or proceeding;

(g) The initiation, by the filing of a lawsuit with any court, of any legal action involving a Subscriber, the settlement, verdict or other final disposition of any legal action or claim involving the Participating Provider or, if applicable, an employed or contracted Physician, for professional negligence or any other legal action, civil or criminal, initiated or pending against the Participating Provider or, if applicable, an employed or contracted Physician, as a result of or relating to the practice of medicine;

(h) An indictment or conviction for any felony or any criminal charge relating to the practice of medicine or involving moral turpitude;

(i) An action taken to exclude or disbar Participating Provider from participation in the Medicare or Medicaid programs;

(j) The termination, probation, suspension, or any other sanction or action taken by any state or federal government agency or regulatory authority with respect to the Participating Provider or, if applicable, an employed or contracted Physician, in connection with any insurance policy, benefit plan or other health plan, or government sponsored health benefit program, or other health benefit plan for any reason, including without limitation billing fraud or abuse;

(k) If the Participating Provider is an entity, the termination of employment or other affiliation of a Physician with the Participating Provider; or

(l) Discontinuation or change in electronic medical record vendor.

2.20 If the Participating Provider is an entity, each Physician affiliated with the Participating Provider shall execute the Individual Physician Agreement, attached hereto as Attachment 1, pursuant to which the Physician agrees to be bound by the terms and conditions of this Agreement.

2.21 The parties acknowledge and agree that the Participating Provider will participate in and abide by the terms of any shared savings agreement in which TXCIN participates and which does not include a Payor’s fee-for-service plan.

ARTICLE III
PAYMENT AND BILLING
3.01 The Participating Provider shall accept as payment in full for Covered Services rendered to Subscribers the reimbursement arrangement and compensation set forth in each applicable Contract less any applicable amounts for copayments, coinsurance and deductibles which are the financial responsibility of the Subscriber.

3.02 TXCIN and the Participating Provider acknowledge and agree that any payments made directly or indirectly under any provision of this Agreement, any monitoring or compliance program, any utilization management or quality improvement initiative, any quality bonus program, or any other developed compensation arrangements, including each Contract, are not made as an inducement to reduce or limit any medically necessary health care services for any Subscriber.

3.03 The Participating Provider agrees that TXCIN shall not be financially or otherwise responsible to the Participating Provider for any failure of a Payor or Subscriber to pay any amounts for health care services provided under this Agreement or for any Payor breach of any provision of a Contract. TXCIN shall not be financially or otherwise responsible to the Participating Provider for any failure of the Participating Provider to timely submit claims to a Payor or submit clean claims as required by such Payor or as required by applicable law.

3.04 The Participating Provider agrees to promptly report overpayments to the applicable Payor and cooperate in remitting overpayments within sixty (60) days of notice. Payors may require refunds or reserve a right to recover overpayments from future payments to Participating Provider for the same or different Subscribers.

ARTICLE IV
TERM AND TERMINATION

4.01 The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until one (1) year thereafter (the “Initial Term”), unless sooner terminated as provided herein. Upon the conclusion of the Initial Term, this Agreement shall automatically be extended for additional one (1) year terms (each, a “Renewal Term”), unless either party provides written notice of termination to the other party at least sixty (60) days prior to such termination date.

4.02 Notwithstanding any other provision in this Agreement, this Agreement may be terminated on the first to occur of the following: (a) (i) after the expiration of the Initial Term, the Participating Provider may terminate this Agreement at any time without cause, upon providing TXCIN with at least sixty (60) days prior written notice of termination, or (ii) at any time during the term of this Agreement, TXCIN may terminate this Agreement without cause, upon providing the Participating Provider with at least sixty (60) days prior written notice of termination; or (b) TXCIN may terminate this Agreement immediately in the event that the Participating Provider shall be determined by TXCIN, in its sole and absolute discretion, to be in violation of, or to have failed to comply with any of the requirements of, this Agreement, or if TXCIN determines the health and safety of any Subscriber is placed in jeopardy by the Participating Provider. Notwithstanding any other provision of this Agreement, in the event that a Payor contracting with TXCIN notifies TXCIN that it wishes to remove the Participating Provider from the Payor’s roster
of participating Physicians/providers, TXCIN shall have the right to terminate the Participating Provider’s participation in the Contract with such Payor without otherwise terminating this Agreement.

4.03 Nothing in this Agreement shall be construed as authorizing the Participating Provider and, if applicable, its employed or contracted Physicians, to abandon Subscribers undergoing treatment upon termination of this Agreement or termination of a Contract. Termination shall not release the Participating Provider and, if applicable, its employed or contracted Physicians, from professional or legal obligations to continue treatment of the Subscriber and cooperate in arranging an appropriate transition of care to another physician or referrals to other providers.

4.04 Upon termination of this Agreement for any reason, Participating Provider will:

(a) remain responsible for any obligations or liabilities arising prior to the effective date of termination;

(b) accept payment made pursuant to this Agreement as payment in full for Covered Services rendered in accordance with the Agreement and applicable Payor requirements;

(c) inform TXCIN and Subscribers seeking health care services and, if appropriate, the Payors that Participating Provider is no longer participating in the TXCIN Network; and

(d) immediately and permanently discontinue the use of any marks, names or indicia which, at the discretion of TXCIN, may indicate or tend to indicate in any manner that the Participating Provider is associated with the Network.

ARTICLE V
CONFIDENTIAL INFORMATION

5.01 Subject to the provisions of Section 5.02, the parties agree not to use, duplicate or make any copies of the Confidential Information of the other except as necessary to carry out its responsibilities under this Agreement. Each party agrees to secure and protect the Confidential Information of the other party using all commercially reasonable means, but in no event shall such means be less than those used by the party to secure and protect its own Confidential Information. If any third party seeks to compel one party to disclose the other’s Confidential Information, then such party will promptly notify the other party so that the party owning such Confidential Information has the opportunity to seek an appropriate protective order. For purposes of this Agreement, the term “Confidential Information” includes all information, documentation, Patient Data, Subscriber Information, Network Trade Secret Information, records, know-how, trade secrets and technology, practice standards, protocols, clinical practice, disease management, quality improvement, utilization review standards, practices and protocols, outcome data, analytics, business plans, bids, offers, proposals, financial data, computer software, protected health information, including the Patient Data, proprietary methods, techniques, and strategies that
are not in the public domain. The term “Confidential Information” does not include information that the other party possessed or maintained prior to discussions between the Participating Provider and TXCIN regarding the arrangement contemplated by this Agreement that was not subject to a confidentiality agreement between the parties, is generally available in the health care industry, or may be rightfully obtained by the other party through third party sources.

5.02 The Participating Provider shall maintain the confidentiality of all Subscriber information including, but not limited to, the Subscriber’s name, address, telephone number (“Subscriber Information”), and all other information (the “Network Trade Secret Information”). For purposes of this Agreement, the “Network Trade Secret Information” shall include, but shall not be limited to: all Contracts and the information contained therein regarding the Network, Payors, employer groups, the financial arrangements between any health provider and/or health provider organization and TXCIN or any Payor and TXCIN, and all manuals, policies, forms, records, files (other than patient medical files) and lists of the Network.

5.03 The Participating Provider hereby grants TXCIN access to: the data and information related to patients whose care is provided in furtherance of this Agreement and that is (i) contained in the Participating Provider’s medical records, billing, claims, practice management or other systems, electronic or otherwise, and including processed claims transaction data from Payor plans, and (ii) relevant in connection with TXCIN’s policies, procedures and programs and consistent with the purposes of this Agreement (“Patient Data”). All such Patient Data and information shall be shared in a manner consistent with applicable laws, rules and regulations regarding disclosure and in the format requested by TXCIN. The Participating Provider will take all steps necessary to cause Payors to release Patient Data to TXCIN. TXCIN agrees not to use patient identifiable information except as expressly permitted by this Agreement, the terms of the Business Associate Agreement and federal and state laws, rules and regulations.

5.04 The Participating Provider will provide TXCIN reasonable access to such Patient Data as necessary and appropriate for TXCIN to provide the services contemplated under this Agreement. TXCIN agrees that neither TXCIN nor any of its personnel or representatives shall access or use the Patient Data for any purpose other than performing the services contemplated under this Agreement.

5.05 The Participating Provider acknowledges and agrees that TXCIN may de-identify Patient Data such that once said information has been de-identified, it is no longer protected health information under HIPAA or considered Patient Data for purposes of this Agreement. De-identified data will not be considered Confidential Information under this Agreement and may be used or disclosed by TXCIN in its discretion.

ARTICLE VI
MISCELLANEOUS

6.01 This Agreement, together with any exhibits and attachments, contains the entire agreement between the parties in respect of the subject matter of this Agreement and supersedes all prior or other agreements, promises, representations and understandings, whether oral, express or implied, to the contrary, relating to the subject matter of this Agreement. The parties
acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement.

6.02 The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

6.03 TXCIN may amend this Agreement at any time, effective upon notice to the Participating Provider, as required to comply with federal or state laws, rules or regulations or as required by a Payor. Any other amendments shall require the written approval of TXCIN and the Participating Provider.

6.04 THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

6.05 Notices required or permitted to be given under this Agreement, except as otherwise specifically provided for herein, shall be in writing and may either be delivered personally, by facsimile transmission or sent by registered mail in the United States Postal Service, return receipt requested, postage prepaid to the parties at their respective addresses as set forth below their signatures on this Agreement. A notice shall be deemed given on the date it is personally delivered, transmitted by facsimile or deposited in the mail in accordance with the foregoing.

6.06 THIS AGREEMENT IN NO MANNER PRECLUDES OR PROHIBITS TXCIN OR THE PARTICIPATING PROVIDER FROM NEGOTIATING OR ENTERING INTO SIMILAR AND/OR SEPARATE AGREEMENTS WITH OTHER PREFERRED PROVIDER ORGANIZATIONS, INDEPENDENT PRACTICE ASSOCIATIONS OR PAYORS. THE SERVICES TO BE PERFORMED BY TXCIN AND PARTICIPATING PROVIDER HEREUNDER SHALL BE NON EXCLUSIVE.

6.07 The rights, duties and obligations of TXCIN hereunder may be assigned by TXCIN at any time without the Participating Provider’s prior written consent after notice to the Participating Provider. The Participating Provider shall not assign this Agreement without the prior written consent of TXCIN.

6.08 Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement and any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

6.09 In the performance of the work, duties, and obligations set forth in this Agreement, and in regard to any services rendered or performed on behalf of Subscribers by TXCIN or the Participating Provider, each party hereto, its agents, servants and employees at all times are acting
and performing as independent contractors. Nothing herein shall be construed to create between TXCIN and the Participating Provider the relationship of employer/employee, partner or joint venturers.

6.10 Nothing in this Agreement or any Payor agreement is intended to create, nor shall be construed to create, any TXCIN or Payor right to interfere with the independent professional medical judgment of Participating Provider in rendering Covered Services. TXCIN is not authorized to intervene or interfere, and will not intervene or interfere in any way, with the provision of Covered Services by Participating Provider, it being understood and agreed by the parties that the traditional patient/physician relationship will be maintained at all times. All Covered Services and the results thereof are to be determined by Participating Provider and the Subscribers.

6.11 During the term of this Agreement, the Participating Provider shall not advise or counsel any Subscriber to disenroll from a Contract and will not directly or indirectly solicit any Subscriber to enroll in any other network.

6.12 The Participating Provider represents and warrants that (a) the Participating Provider is not excluded from any federal health care program, as defined under 42 U.S.C. Section 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) no basis for exclusion from any health care program exists; (c) the Participating Provider has not arranged or contracted (by employment or otherwise) with any employee, contractor, or agent that the Participating Provider knows or should know are excluded from participation in any federal health care program; and (d) no final adverse action, as such term is defined under 42 U.S.C. Section 1320a-7e(g), has occurred or is pending or threatened against the Participating Provider (collectively, “Exclusions/Adverse Actions”). The Participating Provider, during the term of this Agreement, shall notify TXCIN of any Exclusions/Adverse Actions or any basis therefor within fifteen (15) days of learning of any such Exclusions/Adverse Actions or any basis therefor.

6.13 The terms of this Agreement are confidential and shall not be disclosed by either party, except as necessary for the performance of this Agreement or as required by law. This Section provision shall survive termination of the Agreement for any reason.

6.14 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

6.15 In the event litigation arises under or in connection with this Agreement between TXCIN and the participating providers and its physician members, as applicable, each party shall be responsible for and pay its own legal fees and shall not be liable for the legal fees or costs of litigation of any other party.

6.16 From and at all times after the Effective Date, Participating Provider and its affiliated physicians shall not disparage, defame, engage in any negative publicity of any form whatsoever, or otherwise make any negative statements to anyone regarding (a) TXCIN or any of
its participating physicians or other personnel; or (b) any TXCIN affiliated party or any employee, officer, owner, person under contract with, or affiliate of, any TXCIN affiliated party.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date, although not necessarily executed on the Effective Date.

TXCIN:

NORTH TEXAS CIN, INC. D/B/A TXCIN

By: _________________________________
    John Moore
    President

Address:

1600 Coit Road, Suite 103
Plano, Texas 75075
Attn: President

With a copy to:

Gray Reed & McGraw, P.C.
1601 Elm Street, Suite 4600
Dallas, Texas 75201
Attn: Andrew N. Meyercord

PARTICIPATING PROVIDER:

____________________________________
Printed Name

____________________________________
Signature (for individual)

____________________________________
Signature (for entity)
Name: ______________________________
Title: ______________________________

Address: _____________________________

____________________________________
Attn: ________________________
Attachment 1

**Individual Physician Agreement**

The undersigned physician affiliated with ___________________ (the “Participating Provider”), has read and understands, and hereby acknowledges and agrees to be bound by the terms and conditions of, the Provider Participation Agreement, dated ____________, between TXCIN and the Participating Provider (the “Agreement”), including without limitation all representations, warranties, agreements and other obligations of the Participating Provider set forth in the Agreement.

_________________________________________
Signature

_________________________________________
Printed Name