

Agency Agreement

This Agency Agreement (this "Agreement") is entered into this _____ day of _____, 20__ by and between _____ ("Provider") and Physicians Contracting Organization of Texas, a Texas non-profit corporation ("PCOT").

RECITALS

WHEREAS, Provider is duly licensed (or if Provider is a Legal Entity, the members of such entity are duly licensed) to provide medical services in the State of Texas, whose license(s) is (are) without limitation or restriction, and who desire(s) to contract with private insurers, health maintenance organization or other payors to provided professional medical services to person covered by payors' plans;

WHEREAS, the Company is in the business of negotiating provider contracts with Payors on behalf of physicians; and

WHEREAS, Provider desires to appoint PCOT as its agent and attorney in fact for the negotiation and execution of certain provider contracts; and

WHEREAS, PCOT desires to act as the agent and attorney in fact of Provider for these limited purposes.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other good and valuable consideration, it is mutually agreed by and between the parties hereto as follows:

1. Agency. Provider hereby appoints PCOT as its exclusive agent and attorney-in-fact for the purpose of negotiating and entering into contracts with private insurers, health maintenance organization or other payors (collectively referred to herein as "Payors") to provide medical services to persons covered by a benefit plan insured, provided or administered by the Payors (said contract is referred to herein as the "Provider Contract"). The authority granted to PCOT herein is limited to the negotiation of the terms and conditions of and the execution of the Provider Contract, and Provider shall retain the right to exercise final approval of any such contract. Upon Provider's final approval of the negotiated Provider Contract, PCOT shall have the further authority to execute said Provider Contract in the name, place and stead of Provider, as Provider's attorney-in-fact; and the same shall be binding upon Provider as though personally signed by Provider. PCOT hereby accepts appointment as agent and attorney-in-fact of Provider for the purpose of entering into such Provider Contracts as it deems appropriate.

Provider shall not grant any other person authority similar to that granted to PCOT pursuant to this Agreement. It is expressly agreed, however, that PCOT may act as agent and attorney-in-fact for other providers in negotiating and entering into Provider Contracts. Provider agrees that PCOT may use his/her name in any roster published by PCOT that includes providers who have entered into a similar agency agreement with PCOT (the "Provider Roster").

2. Term. The term of this Agreement shall begin on the date first written above, and shall continue in force and effect for a period of one (1) year, unless earlier terminated in accordance with Section 3 hereof ("Initial Term"). Thereafter, this Agreement shall renew automatically for successive one (1) year terms, unless terminated in accordance with Section 3 hereof ("Renewal Term").

3. Termination.

(a) Voluntary Termination. This Agreement shall be subject to voluntary termination, without cause, by either party upon written notice to the other given not less than ninety (90) days prior to the end of the Initial Term, or any Renewal Term hereunder.

(b) Automatic Termination. This Agreement shall automatically and without further action be terminated on the date when any of the following events occurs:

- (i) The Provider ceases to practice medicine for any reason whatsoever; or
- (ii) The bankruptcy, receivership or dissolution of PCOT.
- (iii) (c) Notification Upon Termination. Following termination of this Agreement for any reason, Provider agrees that his/her name will be removed from the Provider Roster and other providers listed thereon will be notified of such termination.

4. Nondisclosure. Provider agrees to maintain the confidentiality of any Provider Contract that PCOT negotiates and enters into on its behalf and specifically agrees not to disclose any of the terms and conditions thereof, including but not limited to any fee schedule.

5. General Provisions.

(a) Non-Assignability. The rights, duties, and obligations of each party hereunder may not be assigned or delegated to any other person, group, or corporation without the prior written consent of the other.

(b) Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties regarding the subject matter hereof and shall be binding upon the parties, their affiliates, successors, and assigns. All prior negotiations, agreements, and understandings, whether written or oral, are superseded hereby.

(c) Amendments. No amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

(d) Waiver. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

(e) Validity. If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and in its modified form, such provision shall then be enforceable and enforced.

(f) Section Headings. The headings preceding the text of the several sections of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of any section hereof.

(g) Choice of Law. This Agreement shall be construed and enforced pursuant to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

PROVIDER

Signature

Printed Name

Practice Name and Address

PCOT, a Texas non-profit corporation

By _____
Signature

Printed Name _____

Title _____