

FPN ANCILLARY AGREEMENT

This Agreement is entered into as of the ___ day of _____ 200__, (the "Effective Date") by and between Fortified Provider Network, Inc. ("CONTRACTOR") and _____ ("SUBCONTRACTOR") for the purposes as set forth below.

RECITALS

WHEREAS, the CONTRACTOR is an Arizona corporation organized to provide, arrange for or administer the provision of health care services by contracting directly or indirectly with Payors, Employers, Insurers and others;

WHEREAS, the CONTRACTOR obtains contracts with physicians, hospitals, facilities and other health care practitioners and entities to provide, arrange for or administer at predetermined rates, the delivery of such health care services;

WHEREAS, the SUBCONTRACTOR, also referred to as "ANCILLARY PROVIDER", represents and warrants that it is authorized to act on behalf of its duly licensed represented physicians and participating providers; and

WHEREAS, the SUBCONTRACTOR wishes to enter into a written agreement with the CONTRACTOR to provide covered services to Beneficiaries;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

I. Definitions

In addition to capitalized terms defined elsewhere herein, the below terms shall have the following meanings:

"Beneficiary" means any individual, or eligible dependent of such individual, whether referred to as "Insured", "Subscriber", "Member", "Participant", "Enrollee", "Dependent" or otherwise, who is eligible for Covered Services pursuant to a Service Agreement.

"Coinsurance" means a payment that a Beneficiary is required to make to a Health Care Professional for Covered Services under a Service Agreement, which is calculated as a percentage of the contracted reimbursement rate of such services.

"Contractor" means Fortified Provider Network, Inc., an Arizona Corporation.

"Co-payment or Deductible" means a payment that a Beneficiary is required to make to a Health Care Professional under a Service Agreement, which is calculated as a fixed dollar payment.

"Covered Services" means health care services rendered or charged to a Beneficiary that are defined as an eligible covered benefit under a Service Agreement or Coverage Plan.

"Emergency" means an illness or accident in which the onset of symptoms is both sudden and so severe as to require immediate medical or surgical treatment. This includes accidental injuries or medical emergencies of a life-threatening nature or when serious impairment of bodily functions would result if treatment were not rendered immediately.

"Health Care Professional" means a physician or any other health care practitioner or entity that has a direct or indirect contractual arrangement with CONTRACTOR to provide Covered Services.

"Medically Necessary" means services or supplies which, under the provisions of this Agreement, are determined to be (a) appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition, (b) provided for diagnosis or direct care and treatment of the medical condition, (c) within standards of good medical practice within the organized medical community, and (d) not primarily for the convenience of the Beneficiary, the Beneficiary's Health Care Professional or another provider.

"Participating Hospital" means a hospital that has a direct or indirect contractual agreement with CONTRACTOR.

"Participating Provider" means a health care provider that has a direct or indirect contractual agreement with CONTRACTOR to provide Covered Services to Beneficiaries.

"Payor" means a person or entity that has entered into an agreement with CONTRACTOR to participate in the PPO for the purpose of making available, by contract, health care services to its Beneficiaries. Payors may enter into such an agreement through duly licensed third party administrators that have been authorized and empowered to act as their attorney-in-fact to enter into a Payor Participation Agreement.

"Plan" means a health benefit program, plan or product issued, administered or serviced by CONTRACTOR or its Payors.

"PPO" means the Preferred Provider Organization program developed by CONTRACTOR for the purpose of (a) soliciting third party payors for health care services to participate in the PPO and (b) entering into agreements with such third party payors, with hospitals and other health care facilities, with entities owned and controlled by physicians and other health care professionals ("HCPs") in order to facilitate the execution and performance of Payor Service Agreements.

"Quality Assurance" means the processes established and operated by CONTRACTOR or its designee relating to the quality of Covered Services.

"Service Agreement" means those agreements that specify services to be provided to or for the benefit of, or arranged for or reimbursed to or for the benefit of Beneficiaries, and the terms and conditions under which those services are to be provided and/or reimbursed.

"Subcontractor" means the Health Care Professional identified in the heading of this Agreement who agrees to furnish Covered Services to Beneficiaries for CONTRACTOR.

"Third Party Payor" means a person or entity that has entered into an agreement with CONTRACTOR to utilize or lease SUBCONTRACTOR'S contracted rates for covered services as specified in this Agreement.

"Utilization Review" means the processes to review and determine whether certain health care services provided or to be provided to Beneficiaries are medically necessary in an effective and cost efficient manner.

II. Parties' Obligations

A. Services

1. SUBCONTRACTOR and CONTRACTOR shall act in accordance with the terms of this Agreement and applicable Attachments. SUBCONTRACTOR shall accept the rates set forth in this Agreement as payment in full for all services provided to Beneficiaries pursuant to this Agreement. .

2. SUBCONTRACTOR shall provide Covered Services with the same standard of care, skill and diligence customarily used by similar Health Care Professionals in the community in which such services are rendered. SUBCONTRACTOR shall not differentiate or discriminate in the treatment of any Beneficiary because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, health status or source of payment.
3. SUBCONTRACTOR shall be bound by and comply with the provisions of applicable state and federal laws and regulations.
4. CONTRACTOR will establish a system of Beneficiary identification. CONTRACTOR'S system of Beneficiary identification will include the issuance of a Beneficiary health coverage identification card, Beneficiary identifying information, all applicable group and individual identification numbers, a toll-free telephone number to call to verify eligibility and benefits and the appropriate address to send all provider claims. CONTRACTOR'S logo and/or name will appear on all payment remittance documentation such as the Explanation of Benefits.
5. CONTRACTOR shall contract, directly or indirectly, with Payors who agree to provide payment in accordance with this Agreement for Covered Services rendered by SUBCONTRACTOR.
6. SUBCONTRACTOR agrees that CONTRACTOR may rent, lease and/or otherwise enter into contracts that provide SUBCONTRACTOR'S contracted rates for covered services as specified in this Agreement to Third Party Payors. CONTRACTOR shall maintain an updated and comprehensive list of all Third Party Payors with which CONTRACTOR has entered into an agreement. Such list will be available to SUBCONTRACTOR by contacting CONTRACTOR'S toll free number listed in the Provider Manual and on CONTRACTOR'S website at www.fortifiedprovider.com. Third-Party Payors shall agree to comply with all underlying terms and conditions of this Agreement and provide payment in accordance with such Agreement for Covered Services rendered by SUBCONTRACTOR.

B. Compensation and Billing

1. SUBCONTRACTOR shall receive payments for Covered Services as set forth in this Agreement. Compensation arrangements and reimbursement rates for SUBCONTRACTOR are set forth in Attachment "A".
2. CONTRACTOR's reimbursement for Covered Services shall be the SUBCONTRACTOR's fee schedule in effect at the time of service, less applicable Co-payments, Deductibles and Co-insurance. Compensation rates are set forth in Attachment "A".
3. SUBCONTRACTOR shall bill for Covered Services according to the following:
 - a. SUBCONTRACTOR shall submit claims on the appropriate claim form for all Covered Services within ninety (90) days of the date those services are rendered.
 - b. Any amount owing to SUBCONTRACTOR under this Agreement shall be paid within forty-five (45) days after receipt of a complete claim, unless additional required information is requested within the forty-five (45) day period, or the claim involves coordination of benefits.
4. Payors shall agree to deduct any Co-payments, Deductibles, or Co-insurance required by the Service Agreement from payment due to SUBCONTRACTOR. Deduction for the Co-payment, Deductible or Coinsurance shall be determined on the basis of the SUBCONTRACTOR's billed

charges.

5. SUBCONTRACTOR shall not charge Beneficiary for services denied as not being Medically Necessary, unless SUBCONTRACTOR has obtained a written waiver from the Beneficiary. Such a waiver shall be obtained in advance of the provision of those services. The waiver shall clearly state that the Beneficiary acknowledges that such services are not medically Necessary and that the Beneficiary shall be responsible for payment of charges for such services.

6. SUBCONTRACTOR will look solely to designated Payor for compensation for Covered Services except for Co-payments, Deductibles or Coinsurance. SUBCONTRACTOR agrees that whether or not there is any unresolved dispute for payment, that under no circumstances will SUBCONTRACTOR directly or indirectly make any charges or claims, other than for Co-payments, Deductibles or Coinsurance against any Beneficiaries or their representatives for Covered Services. Except for the collection of Co-payments, Deductibles or Coinsurance, only those services that are not Covered Services may be billed directly to Beneficiary, subject to limitations listed above. This paragraph is to be interpreted for the benefit of Beneficiary and does not diminish the obligation of Payor to make payments to SUBCONTRACTOR according to the terms of this Agreement. This paragraph survives termination of this Agreement for services rendered prior to such termination.

7. The following provisions apply regarding Coordination of Benefits:

a. When designated Payor is primary under applicable coordination of benefits rules, CONTRACTOR or Payor shall pay benefits as set forth in this Agreement without regard to the obligations of any secondary payor.

b. When designated Payor is determined to be secondary to any other payor, CONTRACTOR or Payor will pay no greater amount than the difference between the amount payable to SUBCONTRACTOR by the primary payor and the amount for Covered Services owing under this Agreement. Payor shall not be liable for any amount unless Payor has received SUBCONTRACTOR's claim for such secondary payment within ninety (90) days of the date when Payor is determined to be secondary.

c. Where another Payor is primary under coordination of benefits rules, SUBCONTRACTOR shall follow that Payor's billing rules.

8. SUBCONTRACTOR may bill an individual directly for any services provided following the date the individual ceases to be a Beneficiary. Payors have no obligation under this Agreement to pay for services rendered to individuals who no longer are Beneficiaries.

9. In the event it is determined by CONTRACTOR or its Payors that an overpayment has been made, SUBCONTRACTOR shall be responsible to return any overpayment to Payor within one year from the date of service. Likewise, in the event it is determined by SUBCONTRACTOR that payment for services rendered has resulted in an underpayment, CONTRACTOR's Payor shall be responsible to issue additional payment to SUBCONTRACTOR upon written notice by SUBCONTRACTOR to CONTRACTOR or its Payor within one year from the date of service. No claims for underpayments or overpayments shall be made after one year from the date of service.

C. Records

1. CONTRACTOR and SUBCONTRACTOR agree that medical records of Beneficiaries shall be regarded as confidential and both shall comply with all applicable federal and state laws and regulations regarding such records.

2. SUBCONTRACTOR shall maintain and furnish such records and documents as may be required by applicable laws and regulations. SUBCONTRACTOR shall cooperate with CONTRACTOR to facilitate the information and record exchanges necessary for Quality Assurance and Utilization Review, as required by Payor. Payor shall pay SUBCONTRACTOR for such records in an amount set by the law of the state in which SUBCONTRACTOR practices, or \$.10 per page in the absence of such law.

3. SUBCONTRACTOR shall provide CONTRACTOR or its designee with reasonable access during normal business hours to specified medical records of Beneficiaries maintained by SUBCONTRACTOR for the period required by applicable law and at any time thereafter that such access is reasonably required in connection with a Beneficiary's health care.

4. Designated Payor shall be responsible for obtaining Beneficiary's consent to the release of medical record information by SUBCONTRACTOR for the purposes stated in this section, and such Payor shall indemnify and hold harmless SUBCONTRACTOR for any claim by a Beneficiary for breach of confidentiality resulting from SUBCONTRACTOR's compliance with this section.

D. Professional Liability Insurance

1. Throughout the term of this Agreement, SUBCONTRACTOR shall maintain at SUBCONTRACTOR's expense general and professional liability coverage in a form and amount acceptable to the state where SUBCONTRACTOR provides services. SUBCONTRACTOR shall give CONTRACTOR a certificate of insurance evidencing such coverage upon request. SUBCONTRACTOR shall give CONTRACTOR sixty (60) days prior written notice of cancellation, modification or termination of such insurance. SUBCONTRACTOR shall give CONTRACTOR written notice within thirty (30) days of any claims against SUBCONTRACTOR's liability coverage.

E. Utilization Review

1. Payors may establish or contract for the performance of Utilization Review, which shall seek to assure that Covered Services compensated under the Service Agreement are Medically Necessary. Except as otherwise provided in a Service Agreement, Covered Services must be Medically Necessary. SUBCONTRACTOR will make best efforts to comply with the Utilization Review and Utilization Management policies contained in Beneficiary's Service Agreement.

2. Except in the case of an Emergency medical condition, prior to providing any services to a person hereunder, SUBCONTRACTOR will follow the verification and preauthorization procedures as described on the Beneficiary's identification card in order to verify that such person is a Beneficiary and the services to be provided constitute Covered and Medically Necessary Services. When eligibility, benefits and preauthorization have been verified to the extent required hereunder, such services are deemed to be Covered and Medically Necessary, and neither CONTRACTOR nor its Payors shall retroactively deny payment or benefits coverage. In the event SUBCONTRACTOR attempts to verify a Beneficiary's eligibility or obtain preauthorization as required hereunder, but is unable reasonably to obtain such verification or preauthorization in a timely manner, neither CONTRACTOR nor its Payors shall deny payment to SUBCONTRACTOR for services provided to a Beneficiary later determined to have been an eligible member.

3. SUBCONTRACTOR may appeal a Utilization Review decision by a Payor. The appeal shall be made, in writing, and sent directly to the Payor with a copy of the appeal to the CONTRACTOR.

4. Nothing in this Agreement, including SUBCONTRACTOR's participation in the Utilization Review and Utilization Management processes, shall be construed to interfere with or in any way affect SUBCONTRACTOR's obligation to exercise independent medical judgment in rendering health care services to Beneficiaries.

F. Inspections

Upon forty-eight (48) hours advance written notice and during normal business hours, CONTRACTOR or its agents may inspect SUBCONTRACTOR's premises and operations to ensure that they are adequate to meet Beneficiary's needs.

G. Representations

1. SUBCONTRACTOR represents and warrants that the information set forth in the Credentialing Application is true and correct. SUBCONTRACTOR will notify CONTRACTOR of any changes in the information contained in the Application within thirty (30) days of such change. SUBCONTRACTOR agrees that it shall provide to CONTRACTOR any and all documentation and information necessary to allow CONTRACTOR to credential and re-credential SUBCONTRACTOR.

2. If, for any reason, SUBCONTRACTOR receives notice of any sanction or proposed sanction from any governmental program, licensing board or any Plan, SUBCONTRACTOR agrees to notify CONTRACTOR of such sanction or proposed sanction within five (5) business days.

3. CONTRACTOR makes no representations or guarantees concerning the number of Beneficiaries it can or will refer to SUBCONTRACTOR under this Agreement.

4. SUBCONTRACTOR and CONTRACTOR hereby agree and acknowledge that CONTRACTOR does not underwrite benefits and shall not have liability for payments due SUBCONTRACTOR for services rendered to Beneficiaries.

III. Miscellaneous Provisions

A. Independent Contractor Relationship

The parties acknowledge that nothing in this Agreement shall be construed to create any relationship other than an independent contractor relationship, specifically excluding, without limitation, any partnership, agency, employment, joint venture, or other relationship. Neither the parties nor their Representatives shall hold themselves out, nor permit any person or entity to hold out, that either party has authority to contract, bind, or speak for the other party.

B. Term of Agreement

Unless terminated earlier under Article III Section C, this Agreement shall remain in full force and effect for an initial one (1) year period from the Effective Date hereof, and shall automatically renew thereafter for successive one (1) year consecutive terms.

C. Termination

1. Election to Terminate. Either party may terminate this Agreement without cause by giving no less than sixty (60) days advance written notice to the other party prior to the expiration of the

term then in progress, in which event this Agreement will expire effective as of midnight Mountain Standard Time on the last day of the term then in progress.

2. Termination for Cause. Either party may terminate this Agreement for cause upon thirty (30) days written notice, which notice shall set forth grounds for termination provided that if such cause is cured within such thirty day period, then such notice of termination shall be of no force or effect. For all purposes herein, "Cause" shall mean and include any of the following:

- a. Failure of CONTRACTOR to maintain licenses or certifications required to operate in conformity with this Agreement.
- b. Habitual neglect or continued failure by either party to perform its duties under this Agreement.
- c. Initiation of bankruptcy proceedings by or against either party.

3. Immediate Termination. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately upon the happening of any of the following:

- a. Material breach of this Agreement by either party;
- b. Failure by SUBCONTRACTOR to maintain licenses, certifications and accreditation required to perform SUBCONTRACTOR's duties under this Agreement, or to comply with applicable laws and regulations;
- c. Any knowing misrepresentation or falsification of any information submitted by either party to the other;
- d. Commission or omission of any act or any conduct or allegation of conduct for which either party's license, certification or accreditation may be subject to revocation or suspension, whether or not actually revoked or suspended, or if either party is otherwise disciplined by any licensing, regulatory, professional entity or any professional organization with jurisdiction over either party;
- e. Commission or omission of any act or conduct by either party which is detrimental to Beneficiaries' health or safety;
- f. Any suspension or other involuntary termination or reduction of SUBCONTRACTOR's privileges at any health care institution;
- g. Failure of SUBCONTRACTOR to maintain required liability coverage protection.
- h. Failure of SUBCONTRACTOR to comply with any and all credentialing requirements.

4. Rights and Obligations Upon Termination.

- a. Upon termination of this Agreement for any reason, the rights of each party hereunder shall terminate. Any such termination, however, shall not release SUBCONTRACTOR or CONTRACTOR from obligations under this Agreement prior to the effective date of termination.

- b. In the event of termination of the Agreement for any reason, SUBCONTRACTOR shall continue to furnish covered services to any Beneficiary then receiving treatment until the earliest of: (1) the expiration of such Beneficiary's benefits, (2) the expiration of a thirty (30) day period commencing at the termination of the Agreement (the "Post Termination Period"), or (3) the effective date of discharge of such Beneficiary or transfer by CONTRACTOR of such Beneficiary to another Participating Provider. If transfer to another Participating Provider before the expiration of the Post-Termination Period would be considered detrimental to the Beneficiary's health, care and/or treatment, SUBCONTRACTOR shall continue to provide covered services to Beneficiary until discharge or completion of treatment. After the effective date of the termination of the Agreement, services provided by SUBCONTRACTOR will be reimbursed at one hundred percent (100%) of SUBCONTRACTOR's billed charges.

D. Assignment and Delegation of Duties

Neither CONTRACTOR nor SUBCONTRACTOR may assign duties, rights or interests under this Agreement unless the other party shall so approve by written consent, provided, however that any reference to CONTRACTOR herein shall include any successor in interest and that CONTRACTOR may assign its duties, rights and interests under this Agreement in whole or in part or may delegate any and all its duties in the ordinary course of business.

E. Use of Name

SUBCONTRACTOR agrees that SUBCONTRACTOR's name, office telephone number, office facsimile number, address, specialty, board certification and hospital affiliation, agreed upon contracted rate and any other necessary information needed to process claims may be included in distributions to Payors and existing and future Beneficiaries. SUBCONTRACTOR agrees that SUBCONTRACTOR'S tax identification and national provider numbers may be furnished to Payors for the purpose of processing payments to SUBCONTRACTOR pursuant to this Agreement.

F. Governing Law

The validity, enforceability and interpretation of this Agreement shall be governed by any applicable federal law and by the applicable laws of the state in which SUBCONTRACTOR is licensed and has rendered Covered Services.

G. Amendment

1. CONTRACTOR or SUBCONTRACTOR may amend this Agreement and Attachments with written approval from both parties.
2. In the event that state or federal law or regulation should change, alter or modify the present services, levels of payments, or standards of eligibility of Beneficiaries, such that the terms of this Agreement must be changed accordingly, then upon notice from CONTRACTOR, SUBCONTRACTOR shall continue to perform services under this Agreement as modified.
3. Except as provided above, Amendments to this Agreement shall be agreed to in advance in writing by CONTRACTOR and SUBCONTRACTOR.

H. Entire Contract

This Agreement, including Attachment "A", contains all the terms and conditions agreed upon by the parties, and supersedes all other agreements, express or implied, regarding the subject matter.

I. Notice

Any notice required hereunder shall be in writing and shall be deemed given (a) upon receipt if delivered by hand or by express mail, overnight courier or other similar method or if by confirmed facsimile transmission (provided a confirmation copy is also sent the same day or the next business day by first class or other mail), or (b) within five (5) days if deposited in the U.S. mail or if sent certified or registered mail, with postage prepaid and addressed to the other party in accordance herewith.

CONTRACTOR FORTIFIED PROVIDER NETWORK, INC.
8096 N. 85th Way, Suite #103
Scottsdale, Arizona 85258
Attn: General Counsel

SUBCONTRACTOR _____

J. Severability and Enforceability

The invalidity and non-enforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. Any provision of this Agreement which is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, then: (a) such provision shall be construed by such court (or otherwise, in the absence of such a construction by the court) as closely as possible to the parties' original intent in order to render such provision legal, valid, or enforceable, as applicable; and (b) the remaining terms hereof, together with such reconstructed provision, shall constitute the parties' entire agreement hereof.

K. Waiver

The failure of either party to insist upon strict compliance with any provision hereof shall not constitute a waiver of such provision, unless such waiver is set forth in a writing signed by the party to be charged. No such waiver shall be deemed to waive any other provision of this Agreement, nor to waive the same provision in any subsequent instance.

L. Indemnification

Each party, on behalf of itself and its respective representatives, shall indemnify and hold harmless the other party, together with such other party's respective representatives, from and against any and all threatened claims, damages, charges, judgments, actions in law or in equity, settlement or compromise, liabilities, expenses actually and reasonably incurred by or imposed against the party seeking indemnification, including interest, penalties, costs of investigation and defense, and attorneys' and other professional fees and expenses, of any kind or nature, whether matured or hereinafter accruing, resulting from any act or omission on the part of indemnifying party or its representatives, in performance of this Agreement or arising from a breach by the

indemnifying party of its warranties and representations contained herein.

M. Dispute Resolution

All claims, disputes and other matters in controversy ("disputes"), except for any claim, dispute, suit or matter in controversy brought or asserted by any third party, arising directly or indirectly out of or related to this Agreement, or the breach thereof, whether contractual or non-contractual, and whether during the term or after the termination of this Agreement, shall be resolved exclusively according to the procedures set forth in this Section.

1. Mediation. Neither party shall commence an arbitration proceeding pursuant to the provisions of Section III(M)(2) below unless such party shall first give a written notice (a "Dispute Notice") to the other party setting forth the nature of the dispute. Except as set forth in Section III(M)(5), The parties shall first endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA") then in effect. If the parties cannot agree on the selection of a mediator within twenty (20) days after delivery of the Dispute Notice, the mediator will be selected by the AAA. If the dispute has not been resolved by mediation as provided above within sixty (60) days after delivery of the Dispute Notice, then the dispute shall be determined by arbitration in accordance with the provisions of Section III(M)(2) hereof.

2. Arbitration. Any dispute that is not settled through mediation as provided in Section III(M)(1) above shall be resolved by arbitration in Phoenix, Arizona, governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and administered by the AAA under its Commercial Arbitration Rules in effect on the date of the Dispute Notice, as modified by the provisions of this Section, by a single arbitrator. The parties shall select the arbitrator from a panel list made available by the AAA. If the parties are unable to agree to an arbitrator within ten (10) days of receipt of a demand for arbitration, the arbitrator will be chosen by alternatively striking from a list of five (5) arbitrators obtained from the AAA. CONTRACTOR shall have the first strike. In the event the parties cannot agree on a mutually acceptable single arbitrator from the one or more lists submitted by the AAA, the AAA shall designate three persons who, in its opinion, would be qualified to serve as an arbitrator, which designees may not include persons named on any list previously submitted by the AAA. Each party shall be entitled to strike one of such three designees on a peremptory basis, indicating its order of preference with respect to the remaining designees, and the selection of the arbitrator shall be made from among such designee(s) which have not been so stricken by either party in accordance with their indicated order of mutual preference to the extent possible. The arbitrator shall base the award on applicable law and judicial precedent and, unless both parties agree otherwise, shall include in such award the findings of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, in the event the dispute is determined by a single arbitrator as contemplated, or in the event the parties agree to a panel of three arbitrators to be selected in accordance with the applicable AAA rules, and in the event the dispute is determined by less than the unanimous decision of the three arbitrators, then upon the application by either party to a court for an order confirming, modifying or vacating the award, the court shall have the power to review whether, as a matter of law based on the findings of fact determined by the arbitrator, the award should be confirmed, modified or vacated in order to correct any errors of law made by the arbitrator. In order to effectuate such judicial review limited to issues of law, the parties agree (and shall stipulate to the court) that the findings of fact made by the arbitrator shall be final and binding on the parties and shall serve as the facts to be submitted to and relied on by the court in determining the extent to which the award should be confirmed, modified or vacated.

3. Costs and Attorneys' Fees. If either party fails to proceed with mediation or arbitration as provided herein, unsuccessfully seeks to stay such mediation or arbitration, fails to comply with any arbitration award, or is unsuccessful in vacating or modifying the award pursuant to a petition or application for judicial review, the other party shall be entitled to an award of costs, including reasonable attorneys' fees paid or incurred by such other party in successfully compelling such arbitration or defending against the attempt to stay, vacate, or modify such arbitration award and/or successfully defending or enforcing the award. In any legal action or proceeding, including arbitration, the successful party shall be entitled to recover reasonable attorneys' fees and costs, in addition to any other available remedy.

4. Tolling Statute of Limitations. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The parties will take such action, if any, required to effectuate such tolling.

5. Equitable Relief. Arbitration shall not be required of any party who seeks a temporary restraining order, preliminary injunction or other equitable relief in order to preserve the status quo or prevent irreparable harm from occurring.

N. Non-Exclusivity

Nothing in this Agreement shall prevent CONTRACTOR or SUBCONTRACTOR from entering into substantially similar agreements with other parties.

O. No Third Party Benefits

This Agreement shall not be construed to create in any person or entity not a party hereto any right, claim, benefit or defense with respect to the parties hereto, or in any party claiming by, through or under either of them, with respect to any loss, cost, damage, claim or cause of action arising under or pursuant to the terms of this Agreement.

P. Regulatory Compliance

It is the intent of the parties that this Agreement comply in all respects with all applicable federal, state and local laws, regulations, rules and interpretive case decisions, and the parties have structured their relationship with that specific intent. However, each party understands that such laws, regulations and case decisions are complicated and in a state of flux. Therefore, in the event that any provision of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction, or the applicable laws and regulations are altered by any legislative or regulatory body, or either party notifies the other party in writing of its reasonable belief that this Agreement or any of its provisions may be declared null, void, unenforceable, or in violation of applicable laws or regulations, the remaining provisions, if any, of this Agreement shall nevertheless continue in full force and effect.

Q. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, both parties hereto have caused this Agreement to be signed and intend to be bound thereby.

CONTRACTOR:

Name: Michael Olson

Signature: _____

Title: VP, Contracting

Date: _____

Tax ID: _____

SUBCONTRACTOR:

Name: _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT "A"

Please initial for each of the product lines below:

1. **Group Health:** CONTRACTOR will reimburse SUBCONTRACTOR at a rate of seventy-five percent (75%) of SUBCONTRACTOR'S billed charges (amounting to a 25% discount for CONTRACTOR'S clients).

Agree to Participate _____ Do Not Agree to Participate _____

2. **Worker's Compensation (WC):** In cases where state-mandated fee schedules are in effect, CONTRACTOR will reimburse SUBCONTRACTOR at a rate of ninety-five percent (95%) of the state-mandated fee schedule amounts (amounting to a 5% discount for CONTRACTOR'S clients). In states where there is no state-mandated fee schedule in effect, CONTRACTOR will reimburse SUBCONTRACTOR at a rate of eighty percent (80%) of SUBCONTRACTOR'S billed charges (amounting to a 20% discount for CONTRACTOR'S clients).

Agree to Participate _____ Do Not Agree to Participate _____

3. **Auto Liability:** CONTRACTOR will reimburse SUBCONTRACTOR at a rate of seventy-five percent (75%) of SUBCONTRACTOR'S total billed charges (amounting to a 25% discount for CONTRACTOR'S clients).

Agree to Participate _____ Do Not Agree to Participate _____

8869802.4