

AHE PROVIDER REFERRAL AGREEMENT

THIS AHE PROVIDER REFERRAL AGREEMENT (hereinafter "Agreement"), is entered into this ___ day of _____, 2006, by and between American Health Enrichment, LLC (hereinafter "AHE") and _____, (hereinafter "Provider"). For purposes of this Agreement, AHE and Provider may be referred to individually as a "Party" and jointly as the "Parties."

WHEREAS AHE has established a network of service providers ("AHE Network") and arranges for the referral of eligible members of various healthcare plan(s), employer group(s), association(s), and other Sponsors (as set forth below) contracting with AHE to certain medical and healthcare services providers; and

WHEREAS Provider wishes to receive referrals from the AHE Network;

NOW THEREFORE, in consideration of the above and the promises hereinafter contained, and intending to be legally bound hereby, the Parties do agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the meaning set forth herein.

1.1 Covered Benefits - Benefits that are covered under the terms of an applicable plan, subject to the limitations and exclusions of such plan.

1.2 Medicaid. The federal Medicaid program or any comparable state program for providing low-income persons with Services in the state(s) or other jurisdiction(s) where the Provider is authorized to provide Services.

1.3 Member. An individual, spouse or qualified dependent that is eligible for Covered Benefits and is eligible to receive Services through a Sponsor and that is referred to Provider by AHE.

1.4 Necessary Treatment. Treatment that has been determined by the treating Service Professional to be necessary for the appropriate care of a patient and may be limited by the services covered in the AHE Covered Benefits.

1.5 Provider. The individual, partnership or other entity that is licensed or otherwise authorized to furnish medical and/or health care services and that has entered into a written Agreement with AHE to provide Services to eligible Members.

1.6 Provider Information. The information supplied by the Provider that identifies the Provider and the services. The Provider Information includes the information included in Exhibit A to this Agreement, with Exhibit A is attached hereto and made a part hereof.

1.7 Provider Manual. A written document describing administrative policies and procedures for the provision of covered Services to Members.

1.8 Provider Discount Level. A percentage of the Usual and Customary Fee selected by Provider for Services offered by Provider to Members under the terms and conditions of this Agreement.

1.9 Services. Professional medical, dental, or other healthcare services provided to patients by one or more Service Professionals.

1.10 Service Professional. A provider of professional medical, dental and/or other healthcare services duly licensed and qualified under the applicable laws of the jurisdiction where services are being rendered, who practices as an employee of the Provider or as a contracted agent of the Provider.

1.11 Sponsor. An HMO, insurer, employer, or other entity that has entered into an agreement with AHE to provide referrals through the AHE Network.

1.12 Usual and Customary Fee. The Fee charged to private paying patients for the same procedure or service during the same period of time.

2. TERM.

The term of this Agreement shall be for a period of one (1) year effective from the date first above written. This Agreement shall automatically renew thereafter for successive one-year terms unless terminated as otherwise set forth herein.

3. RESPONSIBILITIES OF AHE.

3.1 Sponsor Contracts. AHE will enter into contracts with employers, employee groups, unions, corporations, insurance carriers, and other organizations or entities whose Members may obtain Services from the AHE Network as offered by participating Providers.

3.2 Covered Benefits Schedule. AHE shall provide a listing of all covered Services and associated fees in the Provider Manual.

3.3 Provider Information. AHE shall make available to Sponsors and Members through the AHE website and/or the Sponsor's website or through a toll-free customer service telephone number the names, addresses, phone numbers and specialties of all Providers who agree to participate under each Sponsor's plan.

3.4 Manual. AHE shall loan one (1) Provider Manual to each Provider location for use while this Agreement is in effect at the Provider's specified location. Provider agrees to comply with the contents of the Manual, as it may be revised and to keep the Manual confidential. Provider acknowledges that the Provider Manual is the confidential and proprietary property of AHE and Provider shall not to copy or disclose any information contained in the Provider Manual to third parties except as required for the conduct of the Provider's business in accordance with the terms and conditions of this Agreement.

3.5 Payment Processing. AHE shall not be responsible for making payment to Provider for any services rendered but shall cooperate with any Sponsor to provide any information reasonably necessary to

facilitate payment to Provider for Services rendered in accordance with the terms and conditions of this Agreement.

4. RESPONSIBILITIES OF PROVIDER.

4.1 Professional Services. Provider shall ensure that all Service Professional(s) employed by and/or affiliated with Provider are properly licensed to provide Services and are duly authorized to practice in any and all jurisdictions where Services are provided and Provider shall provide Services for Covered Benefits to those Members referred to Provider by AHE in accordance with the terms and conditions of this Agreement.

4.2 Appointments. Services shall be provided to Members in a timely fashion. Members shall be offered appointments as quickly as possible, but no more than thirty (30) days after calling for routine care.

4.3 Selection of Provider Discount Level. Provider shall, at the time of execution of this Agreement select a Provider Discount Level by initialing one percentage shown below. This Provider Discount Level shall establish the pricing structure for the Provider for all Services offered by Provider under the terms and conditions of this Agreement, as set forth in the attached fee schedule. The Provider may elect to change the Provider Discount Level annually only upon each annual renewal of this Agreement and at the time of renewal only.

95%_____ 90%_____ 85%_____ 80%_____ 75%_____ 70%_____ 65%_____

4.4 Emergency. In the case of any emergency, Provider shall ensure that a Service Professional shall make every effort to see the Member immediately and shall see the Member to provide any reasonably necessary emergency Services within 24 hours. For weekend emergencies, Provider shall have an answering service or cell phone number available for Members to contact Provider.

4.5 Payment from Members. Provider agrees to charge and accept as payment in full only the compensation for Services provided on the Covered Benefits or in any updates that may later be agreed to by the Provider. Provider may not collect any payment from Member other than those designated in the schedule for Covered Benefits as being the responsibility of the Member.

4.6 Records. Provider shall maintain confidential and complete Member records and personal information as required by applicable state and federal laws. Notwithstanding the termination of this Agreement, the Provider will maintain patient records and radiographs for a period of not less than seven (7) years. Records shall be maintained in accordance with industry standards. Records shall be provided to any subsequent designated service provider according to the applicable provisions of Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal law, state law and Medicaid policy.

(a) Patient Treatment Record. At the time of treatment, and in conjunction with performing Services for a Member in accordance with the terms and conditions of this Agreement, Provider shall, in all cases, provide the Member with a written statement listing all Services performed for Member. This written statement of Services shall become part of the Member's treatment records and shall be maintained by the Provider with copies provided to AHE upon written request.

(b) Confidentiality of Records. Confidentiality of patient records and personal information shall be maintained in accordance with all State and Federal laws in force as of the effective date of this Agreement and such other relevant laws and regulations that may be enacted or introduced in the future. Provider shall not use any information received in the course of providing services to Members except as necessary for the proper discharge of his/her obligations hereunder. Provider agrees to comply with all of the federal requirements for privacy and security of health information, including the applicable requirements of HIPAA.

(c) Records Access. Provider agrees that AHE, its agents or representatives, shall have reasonable access to billing and patient records for Members for whom care has been rendered by the Provider in accordance with the terms and conditions of this Agreement. Notwithstanding termination of this Agreement, AHE's right of access to Member records shall continue for a period of two (2) years after termination, to the extent permitted by law.

4.7 Compliance with Law. Provider shall, at all times, conduct any professional practice and supervise all personnel in a manner that complies with all applicable laws, and shall maintain all necessary permits, certificates and licenses in good standing. In the event of any complaint or disciplinary action against Provider, Provider shall promptly notify AHE of any public complaint or disciplinary action relating to practices at his office. Provider hereby authorizes any governmental agency to release to AHE information relating to any such complaint or disciplinary action. Provider agrees to comply with all applicable federal and state laws relating to non-discrimination and equal opportunity.

4.8 Credentialing Program. Provider agrees to adhere to all of the relevant credentialing requirements established by the appropriate governmental and regulatory agencies for the provision of Services in any and all jurisdictions where Provider operates and where Service Professionals provide Services to Members.

4.9 Personnel and Office Address. Provider shall supply AHE with a complete list of all Service Professionals and the necessary information for credentialing each of those Service Professionals with whom Provider practices and who shall be governed by this Agreement. If any Service Professionals, partners, or associates have independent practices, each practice must sign a separate Service Provider Referral Agreement. Provider shall notify AHE within thirty (30) days of any relocation of his/her practice; change in area code or telephone number; or any change in the associates practicing with Provider. Providers, who are independent contractors working at the Provider's location or with Provider, must execute a separate Service Provider Referral Agreement. Provider agrees to the inclusion of information about the Sponsor's practice and its location on the AHE website and/or Sponsor's website, including the reasonable use of Provider's name, logos, and/or trademarks. Provider further agrees to permit practice information to be given to members by AHE or Sponsor customer service representatives.

4.10 Specialty Referrals. Provider acknowledges that certain Services may require referral to a specialist for proper treatment of a Member. If referral to a specialist is necessary, Provider agrees to follow the referral guidelines as defined in the AHE Provider Manual.

4.11 Non-discrimination. Provider shall not discriminate in the treatment or quality of services provided to Member's on the basis of race, religion, color or creed. Provider agrees to comply with all applicable federal and state law relating to non-discrimination and equal opportunity.

4.12 Policies and Procedures. Provider agrees to comply with AHE rules and regulations and all AHE policies as described in the AHE Provider Manual.

5. RELATIONSHIP OF PARTIES.

5.1 Professional Judgment. Provider shall have the responsibility for determining appropriate levels of treatment for all Members treated by Service Professionals and for administering proper care to Members in accordance with the relevant guidelines and practice of similarly-situated medical, dental, and/or healthcare professionals, including the relevant standard of care in the community. Nothing in this Agreement shall be construed to interfere with the Provider/Member professional relationship, or limit Provider from discussing treatment or non-treatment options with Member that may not reflect the Sponsor's position or may not be covered by the Sponsor, regardless of the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to limit Provider from acting within the lawful scope of practice, from discussing with the Member, advising or advocating on behalf of a Member for the Member's health status, medical care, or non-treatment options, including any alternative treatments that may be self-administered by the Member. Nothing in this Agreement shall limit or prohibit Provider from exercising their professional judgment in providing Services and advocating on behalf of the Member in any grievance system, Utilization Review process, or individual authorization process to obtain necessary health care or Covered Benefits. Provider at all times remains solely responsible for the standard of care and treatment of the Member or Members.

5.2 Independent Contractor. Provider and/or all Service Professionals providing care under the terms and conditions of this Agreement are independent contractor(s) and nothing herein shall be construed to create an agency, employment, partnership, joint venture or fiduciary relationship between AHE and any Provider or any Service Professional.

5.3 Non-Exclusive Relationship. Provider's rights hereunder are non-exclusive. Provider may provide services to non-AHE patients and enter into Agreements with other networks and organizations for such purposes.

5.4 Rights Reserved by AHE. AHE retains all ownership rights in the AHE Network and system and to the names, together with any and all other trademarks and service marks that may hereafter be adopted or used by AHE. Provider shall not advertise or use any names, symbols, trademarks, or service marks of AHE ("AHE Marks") in any advertising or public communication without the written authorization of AHE. Provided that Provider is in material compliance with the terms and conditions of this Agreement, Provider may use the AHE Marks as reasonably necessary to effectuate the intent of this Agreement.

6. INDEMNIFICATION.

6.1 No Guarantee. Neither AHE nor any Sponsor including their officers, shareholders, directors, employees or agents are responsible for, or guarantee the quality of any Services or materials furnished by Provider. Neither AHE nor any Sponsor including their officers, shareholders, directors, employees or agents offer any guarantee that any Member will select the Provider for the provision of Services.

6.2 Indemnification by Provider. Provider shall indemnify AHE and all Sponsors from all claims, liabilities, and damages (including any reasonable attorneys' fees) incurred by AHE in connection with, or arising out of Provider's material breach of this Agreement or any Services or materials provided, furnished, or to be furnished, by Provider to Members under the terms and conditions of this Agreement, including any malpractice by Provider or Service Professional. The obligations of indemnification shall survive any termination or expiration of this Agreement for any Services rendered by Sponsor during the

term of this Agreement. It is further understood that this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member and that this provision supersedes any oral or written contrary Agreement now existing or thereafter entered into between AHE and Provider and member or persons on their behalf.

7. CLAIMS AND PAYMENT.

7.1 Compensation. Contingent upon Provider's provision of Services in accordance with the terms and conditions of this Agreement, Provider shall be entitled to receive payment from the Member in an amount set forth in Covered Benefits and Fee Schedule as set forth in the Provider Manual. The Covered Benefits and Fee Schedule is subject to change with sixty (60) days prior written notice from AHE. Provided that Provider has complied with all material terms and conditions of this Agreement, payment to Provider shall be made by Provider's processing of the AHE VISA/identification card.

7.2 Program Coverage. Provider acknowledges that possession of an AHE identification card or Sponsor identification card does not guarantee that an individual is still a Member on the date services are rendered, or that a Member is necessarily covered for any or all Services or materials to be provided.

7.4 Hold Harmless. Provider agrees and warrants that in no event, including but not limited to: nonpayment by AHE, AHE insolvency or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against AHE for providing Services for Covered Benefits or for providing any services not related to Covered Benefits to any Member. This provision does not prohibit Provider from seeking to collect fees from Members for non-covered services delivered on a fee for services basis to Members as well as services received by ineligible persons in accordance with the terms of the Covered Benefits and Fee Schedule. Provider agrees that Provider shall hold the Member harmless and shall not bill the Member for non-covered services if the non-covered services are not covered as a result of any error or omission by Provider. This hold harmless provision shall supersede any oral or written Agreement entered into between Provider, AHE, Sponsor and Members or their respective agents or designees and shall survive the termination of the Agreement regardless of the cause giving rise to the termination. Provider also agrees to hold the jurisdiction where services are being provided, Members and the State agencies financially harmless from unpaid Claims for Covered Benefit(s). Provider shall not seek payment from the jurisdiction where services are being provided, Members or State agencies in the event that AHE or Sponsor will not pay for Covered Benefits performed by Provider under this Agreement.

7.5 Non-Covered Services. If there are non-covered procedure(s) and/or treatment(s) available to the Member, those non-covered procedures and/or treatments must be identified by the Provider prior to treatment and the Member must indicate on a disclosure form his/her willingness to accept and pay for non-covered procedure(s) and/or treatment(s). The Member shall sign a statement evidencing his/her knowledge of said disclosure. The statement must also include the cost of the non-covered procedure(s) or treatment(s) and an assurance from Provider that there are no other Covered Benefits available to the Member. In addition, the disclosure statement must contain the payment arrangements. If the Member will be subject to collection action upon failure to make the required payment, the terms of said action must be kept in the Member's treatment record. Failure to comply with this procedure shall be a material breach and will subject the Provider to sanctions including termination as set forth herein. Provider shall provide AHE with copies of all such statements of non-covered benefits upon request.

7.6 Coordination of Benefits. Provider will notify AHE when it is determined that a Member may be entitled to coverage under any other Sponsor Plan. Provider agrees that the Member's obligation to Provider will not exceed the compensation described in the Covered Benefits and Fee Schedule and Provider

will refund the aggregate compensation Provider received from any secondary Sponsor for Services or goods in question in the case of coverage by more than one Sponsor.

7.7 Missed Appointment. Provider shall not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have recourse against a Member or persons acting on behalf for a Member for a missed appointment.

7.8 Continuation of Care. If Provider is presently rendering services to a Member upon execution of this Agreement, Provider agrees to charge future fees for any Services offered for any Covered Benefit in accordance with the terms and conditions of this Agreement. At no time following the execution of this Agreement shall Provider be required to continue treatment with a Member with whom Provider cannot maintain a professional relationship with or where any reasonably required care is beyond the scope of their ability. Provider agrees to work with AHE and Sponsor to transition care for any such Member. Provider agrees to complete any treatment then in progress for any Covered Benefit for a newly enrolled Member at the rates set forth herein.

7.9 Work in Progress. Upon any termination or expiration of this Agreement, Provider agrees to complete all work in progress for any Member within ninety (90) days of expiration.

8. REPRESENTATIONS OF PARTICIPATING PROVIDER. Provider hereby represents and warrants to AHE the following.

8.1 Authorization. The individual executing this Agreement on behalf of Provider is duly authorized to do so; and upon its execution, this Agreement shall constitute the legal, valid and binding obligation of Provider.

8.2 No Inducements. Except as otherwise specifically set forth herein, no promises of any kind have been made by AHE or by any person representing AHE to induce Provider to execute this Agreement.

8.3 Review. Provider and each of his/her partners or shareholders, if applicable, have read the entire Agreement and represent that each of them is capable of complying and will comply with it.

8.4 Licensure History. Provider represents and warrants that he/she has never:

- (a) had a professional license cancelled or suspended for reasons related to the rendering of professional services;
- (b) been convicted of fraud or malpractice in connection with performance of professional services;
- (c) been subject to an adverse judgment on a claim that professional services were provided negligently.

8.5 Material Breach. Provider understands that any breach of the representations and warranties set forth herein shall be deemed a material breach and shall be grounds for immediate termination of this Agreement by AHE.

9. PROFESSIONAL REQUIREMENTS.

The following professional requirements must be current to remain an AHE Provider:

9.1 Insurance. While this Agreement is in effect, Provider shall keep in force all insurance required by state and/or federal law or, if not required, then in accordance with industry practice and standards, as well as broad form comprehensive public liability insurance, professional liability insurance and products liability insurance (if applicable); all with limits of not less than the state required minimums for injury to one person and for injuries to more than one person arising out of the same incident. Provider shall promptly deliver to AHE certificates evidencing the insurance required hereunder and shall notify AHE immediately of any changes in insurance or coverage. Insurance carried by Provider will not relieve Provider from the indemnity obligations set forth herein.

9.2 Licensure. Provider and Service Providers, employees and/or agents rendering Services to Members shall be appropriately licensed to render such services as required by state or federal law or any relevant regulatory agency. Such licenses shall be maintained in good standing. Provider shall provide AHE a copy of said license(s) upon execution of this Agreement.

9.3 Professional Training. Provider and all employees or agents rendering services to Members shall possess and maintain the training and ability and other qualifications necessary to provide quality care to Members. AHE will review the status of the Provider following notification of any action by any relevant State agency or board responsible for governing the provision of Services in their respective jurisdiction.

9.4 Professional Standards. Provider and all Service Professionals, employees or agents rendering Services to Members shall provide care that meets or exceeds the standard of care for medical and healthcare professionals in the area or jurisdiction where the Services are performed and Provider agrees to ensure that all Service Professionals comply with all standards for medical and health care professionals as established by any appropriate and relevant Federal or State law or regulation.

9.5 Professional Review Process. Any instance where there is a possible violation of professional requirements set forth herein, the issue will first be referred to the appropriate state agency and AHE's Chief Services Officer for review. If it is deemed that there is insufficient evidence, Provider will be notified that no action is required. If it is deemed that there is sufficient evidence that the Provider has failed to fulfill the professional requirements, Provider will be given written notice and a thirty (30) days grace period to rectify the situation. In the event AHE's Chief Services Officer determines that there is potential risk to Members due to this violation, AHE shall have the right to immediately terminate this Agreement and the Provider with cause. If Provider does not successfully rectify the situation, termination will occur as set forth herein.

9.6 Continuing Education. Provider and all employees or agents rendering services to Members shall comply with all continuing education standards as required by any applicable federal or state law or regulation.

9.7 Change in Status. Provider shall notify AHE within two (2) business days of the confirmation of a medical disability, the restriction or loss of any certificate or license reasonably necessary to practice Services or any action that limits or restricts a Service Professional's ability to offer Services including all Service Providers providing services to Members.

10. ASSIGNMENT.

Neither this Agreement nor any of the rights or obligations hereunder shall be assigned, transferred or delegated by Provider, by operation of law or otherwise, without the prior written consent of AHE, which consent shall not be unreasonably withheld. Any change of ownership interest in Provider shall be deemed an

assignment of the Agreement, and would require the prior written consent of AHE. AHE may assign its rights and obligations hereunder.

11. TERMINATION.

11.1 Without Cause. This Agreement may be terminated without cause by either Party providing written notice to the other at least sixty (60) days prior to the prospective termination of this Agreement. It is understood that during the 60-day period notice period prior to termination, this Agreement and the obligations and duties hereunder shall remain in force and effect at AHE's election.

11.2 For Cause. This Agreement shall be terminated automatically and immediately upon notification that Provider's professional license or certification has been suspended, cancelled or not renewed, loss or suspension of DEA license, loss of Provider's liability insurance, Provider's conviction of a felony, failure of Provider to meet credentialing, grievance or quality assurance requirements for any state or federal regulatory agencies or designees or failure to provide quality services to members. Provider may appeal the termination decision upon written notification ("Appeal") stating the grounds for said appeal, within ten (10) days of notification of termination. This Agreement shall automatically terminate upon the death or retirement of Provider.

11.3 Appeals Process. Upon receipt of written notification of Appeal, stating grounds for the Appeal, AHE shall convene a special meeting of AHE Officers and will review all appropriate information and confirm or deny original decision. If original decision is reversed, Provider will be reinstated. If the original decision is confirmed, the Provider shall be terminated as set forth herein.

11.4 Default for Breach. Either Party may terminate this Agreement for a material default by the other Party if the default is not cured within 30 days after the defaulting Party is given written notice specifying the default. Termination of this Agreement does not nullify Provider's responsibility for the adequacy of Services and materials provided to members.

12. EFFECT OF TERMINATION. Upon termination or expiration of this Agreement for any reason:

12.1 Cease Affiliation. Provider shall cease to be an authorized AHE Provider and shall:

(a) immediately return to AHE all manuals and any other materials or products loaned to Provider by AHE;

(b) immediately and forever cease and desist from using the Provider Manual, AHE advertising and promotional materials, AHE Marks, and all trade secrets and confidential material delivered to Provider pursuant to this Agreement;

(c) refrain from doing anything that would indicate that Provider is an authorized AHE Provider.

12.2 Non-Solicitation. Provider will not directly or indirectly enter into an agreement with current or known prospective AHE Members for its own benefit or knowingly compete with AHE for the provision of Services covered under the terms of this Agreement without consulting with AHE and receiving approval from AHE. The results of any consent would be documented in a signed document by AHE and Provider.

13. SPECIAL REMEDIES.

Provider acknowledges that if Provider breaches certain provisions of this Agreement that AHE shall have incomplete and inadequate remedies at law. Therefore, Provider expressly consents and agrees that AHE may, in addition to any other available remedies, obtain an injunction and/or temporary restraining order to terminate or prevent the continuation of any such violation.

14. NOTICES.

All notices provided for in this Agreement shall be in writing and shall be deemed to have been duly given upon (a) actual delivery; (b) five days after deposit for mailing by registered or certified mail, postage prepaid, return receipt requested, addressed to the other Party at the address shown at the end of this Agreement; (c) one business day after delivery to a commercial overnight delivery service addressed as provided above for delivery the next business day; or (d) facsimile transmission. Either Party may change its address by notice to the other Party.

15. GENERAL PROVISIONS.

15.1 Interpretation. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof, and supersedes all prior negotiations and Agreements. Except as otherwise expressly provided herein, this Agreement may be amended only in writing and signed by the Parties.

15.2 Severability. If any provision of this Agreement shall be declared invalid or unenforceable, then that provision shall be deemed modified to the extent necessary to make it valid and enforceable.

15.3 Choice of Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Arizona without regard to any conflicts of law provisions. Venue and jurisdiction for any action brought to enforce or interpret the terms and conditions of this Agreement shall be proper only in the State of Arizona.

15.4 Disputes. Except as may otherwise be provided for herein, any and all disputes arising out of or relating to this Agreement and the transactions contemplated herein, shall be solely and finally settled by binding arbitration and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (the “**Rules**”), by a single arbitrator selected in accordance with the Rules (the “**Arbitrator**”). The Arbitrator shall not have been employed by or affiliated with any of the Parties or their affiliates. Except as set forth below, the Parties hereby renounce all recourse to litigation as to matters subject to arbitration hereunder, and the Parties agree that the award of the Arbitrator shall be final and subject to no judicial review, except as expressly provided by applicable law. The Arbitrator shall decide the issues submitted to him in accordance with: (a) the provisions and purposes of this Agreement; and (b) the laws of the State of Arizona and shall issue a written award setting forth the reasons for his decision. Judgment on the award of the Arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each Party shall have the right to seek injunctive or other equitable relief in any court of competent jurisdiction to enforce the provisions of this Agreement without first seeking or obtaining any decision of the Arbitrator with respect to the subject matter of this Agreement as otherwise set forth herein even if a similar or related matter has already been referred to arbitration in accordance with the terms of this paragraph.

15.5 Attorneys' Fees. Should AHE incur attorneys' fees in order to enforce the terms and conditions of this Agreement, including post-term covenants, whether or not a legal action is instituted, AHE shall be entitled to reimbursement of such attorneys' fees and costs, in addition to any other remedies AHE may have at law or in equity.

15.6 Program Compliance. Provider agrees to comply fully with AHE and Sponsor regarding (a) benefit exclusions; (b) administrative and utilization management requirements; (c) credential verification program; (d) quality assessment program; and (e) Provider sanction policies. AHE agrees to notify Provider of any changes to the above-mentioned programs and agrees to allow Provider a mutually agreed upon time frame to comply with such changes.

15.7 Non-exclusivity. This Agreement is not an exclusive contract with Provider. Provider may contract with other Sponsors. This Agreement shall be regarded as confidential and its terms and contents shall not be disclosed to any other Party unless agreed to in writing by AHE.

15.8 Amendment or Restated Agreement. AHE may amend or restate any part of the said Agreement. Provider will have at least thirty (30) days to implement such Amendment or change(s). If Provider does not accept the proposed Amendment or changes, Provider has five (5) business days from receipt of proposed change to contact AHE to confer in good faith to reach an Agreement. If an Agreement cannot be reached either AHE or the Provider can terminate this Agreement by providing the other Party with written notice to that effect.

15.9 Change in Status. Provider understands that any and all changes in the Provider's legal and/or contractual relationship to and with the Provider's clinical partners, who are also Party to this Agreement must be communicated to AHE in writing. Provider also agrees to provide AHE thirty (30) days notice of any closure or their practice to additional Members or new location of their practice.

15.10 Waiver of Breach. The waiver by either Party of a breach of violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

15.11 Responsibility for Actions. Each Party shall be responsible for any and all claims, liabilities, damages, or judgments that may arise as a result of its own negligence or intentional wrongdoing.

15.12 Arbitration. If a dispute regarding payment arises by either Party involving a contention in performing their obligation or responsibility under this Agreement, then the Party making such contention shall promptly give notice to the other Party. Such notice shall set forth in writing the details of the Party's contention and shall be sent by Certified Mail Receipt Requested. The other Party shall within thirty (30) calendar days of receipt of the notice provide a written response seeking to satisfy the Party that gave notice regarding the matters as to which notice was given. Following such response, or the failure of the second Party to respond to the complaint of the first Party within thirty (30) calendar days, if the Party that gave notice of dissatisfaction remains dissatisfied, then the Party shall so notify the other Party and the matter shall be promptly submitted to arbitration as set forth herein.

15.13 Assignment. AHE may assign this Agreement immediately upon written notice to the Provider. Provider must obtain AHE prior written consent to assign this Agreement.

15.14 Form. All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend and include the singular. All words used herein apply to all genders.

15.15 Errors. AHE shall make every effort to maintain accurate information, however, AHE shall not be held liable for any damages directly or indirectly due to typographical errors.

15.16 Entire Agreement. This Agreement, together with any exhibits referred to herein constitute the entire Agreement between Participating Provider and AHE. This Agreement supersedes all prior and contemporaneous Agreements, understandings and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an Agreement in writing as otherwise set forth herein.

15.17 Mutual Drafting. The Parties acknowledge that this Agreement has been freely negotiated by the Parties and, accordingly, the terms and conditions of this Agreement shall not be more strictly construed or interpreted for or against any one Party or group of Parties.

THIS AGREEMENT is hereby agreed to by the duly authorized representatives of the Parties hereto and made effective the ___ day of _____, 2006.

FOR AHE:

Signature Date

Printed Name and Title

FOR PROVIDER:

Signature Date

Printed Name and Title

EXHIBIT A
Provider information

The Provider Information shown below, supplied by Provider, will be used by AHE to identify and market the Provider and the Provider Services. By supplying this Provider Information, Provider hereby authorizes and licenses AHE to copy, reproduce and otherwise disseminate the Provider Information at the AHE website, in AHE publications, AHE marketing materials, etc. and to otherwise utilize the Provider Information so as to effectuate the intent of this Agreement.

Provider Name:

Provider Address:

Provider Phone Number:

Provider Specialty:

Provider Website:

Other Provider Information (Any other pertinent data that may be used to market Provider's practice)
