

AMENDMENT TO PARTICIPATING GROUP AGREEMENT WITH HEALTHLINK, INC.

THIS AMENDMENT (this "Amendment") is made and entered into between HealthLink, Inc., an Illinois corporation ("HealthLink") and the participating physician group (the "Contractor").

RECITALS:

A. HealthLink and the Contractor entered into that certain Participating Group Agreement (as the same may have been amended from time to time, the "Agreement").

B. HealthLink and the Contractor desire to amend and supplement the terms and conditions of the Agreement as hereinafter provided and to continue their relationship under the Agreement as amended and supplemented by this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms, not otherwise defined herein, shall have the meanings given such terms in the Agreement.
2. Effective Date. This Amendment is effective as of February 10, 2009.
3. Modifications. The Agreement is hereby amended, modified and supplemented as set forth on Exhibit A attached to this Amendment and incorporated herein by this reference.
4. Construction. The parties hereto agree that this Amendment modifies, supplements, and forms a part of the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. The terms and conditions of this Amendment shall control over any conflicting or inconsistent terms and conditions in the Agreement.
5. Entire Agreement. This Amendment, together with the Agreement, constitutes the entire agreement between HealthLink and the Contractor with respect to the subject matter of this Amendment. All prior agreements, promises, negotiations or representations, oral or written, relating to the subject matter of this Amendment, not otherwise expressly set forth herein, are of no force or effect.

EXHIBIT A – MODIFICATIONS

The Original Agreement Ohio-Specific Provisions is hereby amended, modified and supplemented as follows:

1. Suspension or Termination of a Provider. This section is deleted in its entirety and replaced with the following:

Suspension or Termination of a Provider. Unless expressly prohibited by applicable state or federal law, HealthLink may, upon notice, immediately suspend or terminate a Provider's participation under this Agreement if HealthLink determines that: (i) the applicable Provider poses a threat of imminent harm to a patient or a significant risk to the health, welfare or safety of a patient; (ii) the applicable Provider has committed a fraud or made a misrepresentation; (iii) the applicable Provider is subject to a final disciplinary action of a state licensing board or other governmental agency; (iv) the applicable Provider has failed to comply with or fulfill the criteria in HealthLink's credentialing and recredentialing policies, programs and procedures, or any reasonable request for credentialing and recredentialing information; or (v) the applicable Provider has failed to meet the quality of care standards applicable to that Provider. During the term of any suspension, the Provider shall notify Members that its, his or her status as a Participating Provider has been suspended. Any suspension shall continue pending full investigation and recommendation by HealthLink's credentialing, quality assurance or medical management committees. If HealthLink decides that it will terminate such Provider's participation under this Agreement, HealthLink shall notify Contractor and such Provider in writing of its decision. The termination of any Provider shall not affect the duties and obligations of Contractor and the other Providers.

2. Amendment. This section is deleted in its entirety and replaced with the following:

Amendment. HealthLink retains the right to make a Material Amendment (as defined herein) to this Agreement by issuing Contractor notice of the Material Amendment at least ninety (90) days prior to the date that the Material Amendment becomes effective (the "Notice Period"). The notice will be conspicuously entitled "Notice of Material Change to Contract." The date that HealthLink sends the notice shall be referred to as the "Notice Date," and it shall mark the beginning of the Notice Period. If Contractor does not object to the Material Amendment in the manner described below, the Material Amendment will become effective. However, if Contractor objects to the Material Amendment, Contractor may terminate this Agreement rather than complying with the Material Amendment terms. If Contractor objects in writing to the Material Amendment within fifteen (15) days upon receipt of such notice and there is no resolution of the objection, either party may terminate the Agreement upon written notice of termination. Written notice of termination must be provided to the other party not later than sixty (60) days before the effective date of the Material Amendment. The termination shall become effective sixty (60) days after the date of receipt of the notice of termination. If Contractor objects in writing to the Material Amendment within fifteen (15) days upon receipt of such notice, there is no resolution of the objection, and neither party terminates the Agreement in the manner described above, the Material Amendment will become effective. If an amendment to the Agreement or a change to the Rate Schedule, the provider manual or any attachments or addenda to the Agreement is not a Material Amendment, HealthLink will make a good faith effort to provide notice to the Contractor at least forty-five (45) days in advance of the effective date of the amendment or change, and, in any event, shall issue notice of any amendment to the Agreement that is not a Material Amendment at least fifteen (15) days prior to the effective date of the amendment. Except as otherwise provided in this Section 7.7 and elsewhere in this Agreement, Contractor and HealthLink reserve the right to amend this Agreement without notice to, or consent of, Members or Providers. "**Material Amendment**" means a change to the Agreement that decreases the Contractor's overall reimbursement or changes the contractual obligations in a way that may reasonably be expected to significantly increase the Contractor's administrative expenses. The term Material Amendment shall be construed in a manner consistent with the definition in O.R.C. section 3963.01 et seq.

3. Arbitration. This section is deleted in its entirety and replaced with the following:

Arbitration. Except as provided in this Section 7.13, any claims, disputes, controversies and other matters in dispute (collectively “Dispute”) between or involving the parties or a Participating Provider must be resolved or settled in accordance with this Section 7.13. HealthLink and Contractor agree to meet and confer in good faith to resolve any Dispute, whether in contract, tort or indemnity, that may arise under this Agreement. If the Dispute is a matter covered by a HealthLink policy or program, the procedures in the HealthLink policy or program must be exhausted prior to resolution in accordance with this Section 7.13. Notwithstanding the foregoing and except as expressly provided by O.R.C. section 3963.02(2)(F), a Dispute involving the termination of Contractor or a Participating Provider is not subject to this Section 7.13, but is subject to the hearing and appeal procedures referenced in the other applicable provisions of this Agreement, if any, and neither party is prohibited from seeking injunctive relief to prevent, or upon the occurrence of, any actual or perceived breach of or default under this Agreement.

All Disputes between the parties related to any of the terms of this Agreement or any matter related thereto, arising out of or relating to any provision of this Agreement or the breach thereof, whether in contract, tort or indemnity, shall be decided pursuant to the Commercial Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. The arbitrator(s) shall not award punitive or exemplary damages of any kind, except those expressly authorized by a statute that is directly applicable to the Dispute. Except as expressly prohibited by law, the parties, on behalf of themselves and those that they may now or hereafter represent, each agree to and do hereby waive any right to pursue, on a class basis, any Dispute. Arbitration arising out of or relating to any provision of this Agreement, or arising out of controversy between the parties, shall include by consolidation, joinder, or joint filing, any additional person or entity not a party to such agreement to the extent necessary to the final resolution of the matter in controversy. This provision shall be specifically enforceable under the Federal Arbitration Act.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. HealthLink and Contractor agree that the remedies provided in this Section for the resolution of any Dispute will be the exclusive remedies of the parties and no party will be permitted any remedy or legal recovery beyond that expressly provided in this Section. In the event that either HealthLink or Contractor institutes an arbitration proceeding to enforce the provisions of this Agreement, each party shall pay one half of the arbitration costs and otherwise pay its own attorneys’ fees and other costs, unless otherwise ordered by the arbitrator(s) or required by law. In any action by HealthLink or Contractor to enforce the arbitration decision, each party shall pay its own attorneys’ fees and costs.