

**ATLANTIC NEURODIAGNOSTIC GROUP, LLC
PRACTITIONER AGREEMENT**

This NEURODIAGNOSTIC PRACTITIONER AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date set forth on the signature page of this Agreement, by and between ATLANTIC NeuroDiagnostic Group, LLC a Delaware Limited Liability Corporation (“ATLANTIC”), and a Health Care Practitioner (“PRACTITIONER”) duly licensed in the State of Service, whose name(s) are listed on the Signature Page of this Agreement.

WHEREAS, PRACTITIONER desires to provide and ATLANTIC wishes to engage PRACTITIONER to provide outpatient NeuroDiagnostic services in accordance with the terms of this Agreement.

NOW, THEREFORE, in and for consideration of the mutual covenants to hereinafter set forth and for other good and valuable consideration the parties hereby agree as follows:

1. DEFINITIONS.

1.1. Agreement shall mean this NeuroDiagnostic Practitioner Agreement together with all attachments, exhibits, schedules, amendments, modifications and updates hereto.

1.2. Clean Claim shall mean a paper or electronic HCFA-1500 claim form that is accurate (i.e., contains no erroneous or conflicting information), and contains all necessary information for processing as required by ATLANTIC or a Payor. (Clean Claim requirements can be found on the website at www.andgnetwork.com) A Clean Claim must include the submission of the neurodiagnostic report as well as a copy of the Pre-Certification authorization letter.

1.3. Covered Person shall mean any individual who is entitled to benefits under a Payor Benefit Plan.

1.4. Covered Services shall mean those Medically Necessary Services rendered to a Covered Person which are reimbursable under the terms of a Payor Benefit Plan.

1.5. PRACTITIONER Office shall mean the partnership, group, Professional Corporation, professional limited liability company or other entity duly organized and existing under the laws of the State of Service set forth herein, any PRACTITIONER and any affiliated entity of PRACTITIONER. For purposes of this Agreement, an affiliated entity of PRACTITIONER shall mean any partnership, Professional Corporation, professional limited liability company or other entity directly or indirectly owned or controlled by, or which owns or controls, or which has some common ownership or control with PRACTITIONER and agree and are all bound to the complete terms of this Agreement.

1.6. PRACTITIONER shall mean any partner, shareholder, member or professional employee who is duly authorized to provide neurodiagnostic services on behalf of PRACTITIONER and who receives the initial and ongoing approval of ATLANTIC to provide services on behalf of PRACTITIONER in the State of Service and agrees to be bound by the terms of this Agreement

1.7. Medically Necessary Services shall mean those services, including Emergency Covered Services, or supplies provided by a Participating PRACTITIONER to identify or treat a Covered Person's illness or injury which are: (i) consistent with the symptoms or diagnosis and treatment of the Covered Person's condition, disease, ailment or injury; (ii) appropriate with regard to general standards of medical practice; and (iii) not solely for the convenience of the Covered Person or (iv) as otherwise defined in Payor Agreements.

1.8. Payor Agreements shall mean agreements between ATLANTIC and Payors, whether written or oral, through which PRACTITIONER renders Covered Services to Covered Persons.

1.9. Payor shall mean a Worker's Compensation or No-Fault carrier, self-insured employers (either self-administered or administered through third parties such as TPAs, ASOs and medical management companies), Worker's Compensation managed care company, health maintenance organization (HMO), Taft Hartley Plan, Disability Plan, Preferred Provider Organizations (PPO), health insurer or other entity liable for funding the benefit.

1.10. Payor Benefit Plan shall mean a contract, certificate or other evidence of coverage which describes the obligations of a Payor to provide Covered Services to Covered Persons.

1.11. State of Service shall mean the jurisdiction(s) in which Covered Services are to be provided to Covered Persons by PRACTITIONER pursuant to the terms of this Agreement.

1.12. Utilization Review shall mean the function performed by Payor or its designee, to review and approve whether the services provided or to be provided hereunder are Covered Services.

1.13 Pre-Certification shall mean the process of requesting authorization from a Payor prior to performing a service. Pre-Certification authorization is a prerequisite for Advance Funding.

2. SERVICES TO BE RENDERED BY PRACTITIONER.

2.1. PRACTITIONER agrees to render those Covered Services described in Exhibit B to Covered Persons covered by Payors with whom ATLANTIC contracts. PRACTITIONER shall provide Covered Services in accordance with the terms of this Agreement and the policies and procedures of ATLANTIC and the applicable Payors. PRACTITIONER understands and agrees that ATLANTIC will update the list of Payors and provide the applicable the policies and procedures, including but not limited to the applicable billing procedures, through its website at www.andgnetwork.com

2.2. All Covered Services shall be provided in accordance with generally accepted clinical, legal and ethical standards governing PRACTITIONER and that all Covered Services rendered will meet generally recognized diagnostic standards in the community. In the event that PRACTITIONER produces non-diagnostic or otherwise inadequate neurodiagnostic services as determined by ATLANTIC, PRACTITIONER will repeat the service at no charge to ATLANTIC, Payor or the Covered Person. PRACTITIONER shall maintain sufficient personnel to provide Covered Services in accordance with the terms of the applicable Payor Agreements. All Services shall be provided without discrimination on the basis of race, color, national origin, sex, age, religion, ancestry, marital status, sexual orientation or disability.

2.3. This Agreement shall supersede any existing direct or indirect agreement that may be in effect between PRACTITIONER and any Payor that has an agreement with ATLANTIC for all dates of service subsequent to the date of written notification by ATLANTIC to PRACTITIONER of such ATLANTIC/Payor agreement.

3. COMPENSATION

3.1. Fee Schedule. PRACTITIONER agrees to accept as payment in full for Covered Services rendered the fees set forth in Exhibit B annexed hereto (“Fee Schedule”).

3.2. Billing. PRACTITIONER grants ATLANTIC the sole and exclusive right to bill Payors for services rendered by PRACTITIONER under this Agreement, utilizing ATLANTIC’s tax identification number. PRACTITIONER also grants ATLANTIC all rights to receive and retain payments for Covered Services rendered in accordance with this Agreement.

3.3. Assignment of Benefits. PRACTITIONER will obtain from Covered Persons a written assignment of benefits and, if necessary, an authorization to release medical records, on forms approved by ATLANTIC and Payor, to ATLANTIC or Payor. PRACTITIONER agrees to assign the written assignment of benefits to ATLANTIC in exchange for ATLANTIC’s advance funding of claims in accordance with Section 3.7 below. In the event that ATLANTIC exercises its Right of Recourse as defined in Section 3.7 below, ATLANTIC agrees to re-assign the written assignment of benefits related to those services back to PRACTITIONER.

3.4. Claims Submission. PRACTITIONER shall, as provided in the applicable Payor Benefit Plan, submit Clean Claims directly to ATLANTIC, on the HCFA 1500 form or other form required by Payor. PRACTITIONER shall use best efforts to submit claims within two (2) weeks after providing Covered Services. Any claims, other than automobile claims, which have not been submitted by PRACTITIONER within three (3) months after providing Covered Services shall be denied, provided, however, that corrections or additions to bills will be considered for payment if made within 30 days from receipt of the initial bill. **PRACTITIONER shall not submit claims for Covered Services directly to Payor.** In the event PRACTITIONER violates this provision and after written notification by ATLANTIC, PRACTITIONER shall receive a fifty (50%) reduction in the Fee Schedule amount due from ATLANTIC on any claims for Covered Services billed directly to Payor, and ATLANTIC shall be entitled to retain the balance of the amount collected. This reduction constitutes liquidated damages to ATLANTIC to compensate it for the increased expenses and damages to its business that may arise from such direct billing by PRACTITIONER, and shall not preclude ATLANTIC from terminating this Agreement for cause. In the event that PRACTITIONER receives all or any portion of ATLANTIC’s payment for services from a Payor, PRACTITIONER shall immediately remit one hundred (100%) percent of such amount to ATLANTIC. In the event that the PRACTITIONER does not remit payment to ATLANTIC, ATLANTIC shall have the option of: (i) withholding the amount from the next PRACTITIONER reimbursements or (ii) billing the PRACTITIONER the amount. PRACTITIONER agrees to reimburse ATLANTIC within thirty (30) days of receipt of the ATLANTIC bill. In the event PRACTITIONER fails to make payment to ATLANTIC within such thirty (30) day period, PRACTITIONER will be responsible to pay interest on the amount of the Shortfall equal to 1% per month together with the costs of collection including reasonable attorney’s fees.

3.5. Verification of Covered Persons. When applicable, Covered Person verification may be provided by the Payor or ATLANTIC or its designee. PRACTITIONER shall determine

eligibility and benefits prior to the service being rendered. ATLANTIC or Payor shall not be liable for services provided to persons who are not eligible or do not have benefits under a Payor Benefit Plan.

3.6. Coordination of Benefits.

3.6.1. If additional parties shall be liable, under coordination of benefits, for payment to PRACTITIONER for Covered Services rendered to Covered Persons, such other party or parties shall not be entitled to the benefit of any rates set forth in the Fee Schedule, regardless of any coordination of benefit provisions in such party's agreement with the Covered Person or PRACTITIONER and regardless of whether such party is the primary or secondary Payor.

3.6.2. If coordination of benefits applies, ATLANTIC shall be entitled to bill the secondary Payor and retain all proceeds received from the secondary Payor for Covered Services provided PRACTITIONER has received payment according to the Fee Schedule.

3.7. Advance Funding. ATLANTIC arranges to advance fund 80% of EXHIBIT B on a full recourse basis prior to receipt of the corresponding payment from Payor and advance funds PRACTITIONER in approximately three (3) business days after receipt of a "Clean Claim" submitted in accordance with this Agreement. If the Payor does not apply a co-pay the additional 20% of EXHIBIT B will be paid upon receipt of the Payor EOB. Advance Funding requires (i) a claim with all applicable fields filled in; (ii) the medical report; (iii) a copy of the pre-certification authorization letter from the Payor. In the event the pre-certification letter from the Payor is not included at the time of submission and ATLANTIC has notified the Practitioner at least two (2) times over a fourteen (14) day period, ATLANTIC may, (i) submit the claim to the Payor without Advance Funding the claim; (ii) send the claim back to the PRACTITIONER; (iii) archive the claim incomplete and notify the PRACTITIONER of the archive incomplete status. PRACTITIONER acknowledges that ATLANTIC has entered or may in the future enter into one or more agreements with third parties pursuant to which PRACTITIONER's right to payment with respect to advance funding claims ("PRACTITIONER Receivables") will be sold or otherwise assigned to third parties ("Financing Parties"), with recourse to PRACTITIONER in the event of full or partial non-payment. Upon receipt by PRACTITIONER of payment with respect to a Pre-Certified Clean Claim in accordance with the Fee Schedule, PRACTITIONER shall be deemed to have sold, assigned and released to ATLANTIC (or its assignee) right, title and interest in the PRACTITIONER Receivables related to such claim. To the extent that a Payor applies any deductible or co-pay, or denies in whole or in part any PRACTITIONER Receivable as reflected in Payor's Explanation of Benefits (EOB), or to the extent that any PRACTITIONER Receivable remains outstanding in whole or in part for more than 120 days after submission of the claim to Payor, ATLANTIC (or its assignee) shall have the right (the "Right of Recourse") to apply the amount by which (i) the amount advanced to the PRACTITIONER under the advance funding program exceeds (ii) the amount actually received by ATLANTIC from Payor on the corresponding claim (a "Shortfall") to the payment of the purchase price for other PRACTITIONER Receivables of PRACTITIONER, or demand that PRACTITIONER pay the amount of the Shortfall within thirty (30) days of such demand. In the event PRACTITIONER fails to make payment to ATLANTIC within such thirty (30) day period, PRACTITIONER will be responsible to pay interest on the amount of the Shortfall equal to 1% per month together with the costs of collection including reasonable attorney's fees. ATLANTIC (or its assignee) reserves the right with written notice to PRACTITIONER to terminate Advance Funding in whole or in part due to (i) the financial

instability of an individual Payor; (ii) the integrity of claims being submitted by PRACTITIONER; (iii) Payor notification to ATLANTIC on the integrity of a PRACTITIONER; (iv) non-compliance with the terms of this Agreement, or (v) receipt of PRACTITIONER's notice to terminate the Agreement for any reason. ATLANTIC shall also have the right to assign the PRACTITIONER Receivables and Right of Recourse to one or more Financing Parties. As a condition to advance funding any PRACTITIONER claim, ATLANTIC may require that PRACTITIONER provide additional representations and warranties and execute such additional documents as ATLANTIC or a Financing Party deems necessary to secure their respective rights and priority in any purchased PRACTITIONER Receivables. PRACTITIONER represents that it has the authority to participate in pre-funding and such participation is not in violation of any existing contract or agreement.

3.8. Standard Funding. In the event PRACTITIONER elects in writing not to have ATLANTIC advance fund claims or does not Pre-Certify Claims, ATLANTIC will submit Clean Claims received from PRACTITIONER to Payor and except where coordination of benefits apply, will use best efforts to make all payments due to PRACTITIONER in accordance with the Fee Schedule within thirty (30) working days following receipt of payment by Payor or as otherwise required in accordance with applicable law.

3.9. Extension of Prompt Pay and similar Adjudication Regulations. PRACTITIONER understands and agrees that ATLANTIC's contracts with Payors may permit Payors to pay or dispute claims within 120 days as opposed to shorter time periods that otherwise may be required under applicable law. PRACTITIONER further agrees that in the event that a Payor denies a claim within the 120 day period, PRACTITIONER agrees that Payor will not be deemed to have waived any right under applicable law.

3.10. Liability for Non-Payment. ATLANTIC shall not be liable to PRACTITIONER for a failure by Payor to pay a claim for Covered Services for any reason. Accordingly, in the event ATLANTIC exercises its Right of Recourse with respect to a purchased PRACTITIONER Receivable as set forth in Section 3.6 above, ATLANTIC shall automatically relinquish any right, title and interest in that PRACTITIONER Receivable, and PRACTITIONER shall have all rights to pursue payment of that PRACTITIONER Receivable directly from the Payor. Notwithstanding the foregoing, prior to PRACTITIONER instituting or informing a Payor that it intends to institute, any proceeding, litigation or arbitration to resolve such claim or dispute, PRACTITIONER agrees that it shall allow ATLANTIC not less than sixty (60) days after written notification to ATLANTIC to resolve any outstanding claims or disputes with respect to Covered Services, prior to PRACTITIONER instituting or informing a Payor that it intends to institute, any proceeding or arbitration to resolve such claim or dispute. PRACTITIONER agrees to provide ATLANTIC with copies of all information and documentation requested by ATLANTIC in order to enable ATLANTIC to act on behalf of the PRACTITIONER to resolve the dispute. PRACTITIONER further understands and agrees that interest on a claim may not begin to accrue until PRACTITIONER institutes any legal proceeding or arbitration to challenge a denial of a claim. PRACTITIONER agrees to hold ATLANTIC and Payor harmless for any costs or awards rendered if PRACTITIONER does not abide by this provision.

3.11. Non-Covered Services. PRACTITIONER may charge, bill and collect from a Covered Person its customary and usual charges for services which are not Covered Services, provided the Covered Person has been informed prior to its delivery that such service may not be considered a Covered Service, and Covered Person will be liable for payment..

3.12. Timeliness of Service. PRACTITIONER agrees to use best efforts to provide: (i) 'same day' care for acute or emergency cases; (ii) Covered Services within twenty-four (24) hours of a scheduling request by ATLANTIC; and (iii) medical reports to ATLANTIC via facsimile within 72 hours of the provision of the Covered Service.

3.13. Primary Care Physician (PCP). When applicable, PRACTITIONER shall refer Covered Persons to his/her PCP for follow-up care.

4. CREDENTIALING.

4.1. PRACTITIONER agrees that ATLANTIC will credential and recredential each PRACTITIONER as required by each Payor Agreement, and PRACTITIONER shall be and shall require each PRACTITIONER to be, at all times during the term of this Agreement, in compliance with the Credentialing Criteria listed in Exhibit A to this Agreement, which may be amended by ATLANTIC from time to time.

4.2. PRACTITIONER shall cooperate and comply with the utilization review, quality assessment, and performance improvement (UR/QA/PI) programs, policies and procedures established by Payors related to the provision of Covered Services to Covered Persons and any requirements for UR/QA/PI programs set forth in federal or state law. PRACTITIONER shall comply with and fully abide by the UR/QA/PI features of Payor Benefit Plans and ATLANTIC's UR/QA/PI policies by responding in a timely fashion to requests for information regarding Covered Persons' treatments and admissions. PRACTITIONER acknowledges that failure to cooperate with ATLANTIC's or a Payor's UR/QA/PI programs, policies and procedures may result in the denial of payment by Payor.

4.3. Maintenance of Records.

4.3.1. PRACTITIONER agrees to maintain medical records as well as all other books and records related to care provided to Covered Persons in a current, detailed, organized and comprehensive manner and in accordance with good medical practice, applicable laws, and accreditation standards and to assure that all such records shall be provided without cost upon the request of ATLANTIC or its designee, and other appropriate governmental authorities, in order to make determinations regarding payment, quality, peer or grievance reviews, and in connection with UR/QA/PI activities. PRACTITIONER and ATLANTIC shall maintain all information contained in the medical records of Covered Persons under the strictest confidence and shall refrain from disclosing such information, except as set forth above with the consent of the Covered Person, pursuant to a valid court order by a court of competent jurisdiction or as otherwise provided by law. Subject to the foregoing, PRACTITIONER shall provide ATLANTIC with access to the medical records of Covered Persons and shall allow ATLANTIC to copy such medical records upon request. If any consent of the Covered Person is required to release a copy of the Covered Person's medical records to ATLANTIC, PRACTITIONER shall obtain such consent. In handling Covered Persons' medical records ATLANTIC agrees to comply with all applicable state and federal laws and with any requirements or limitations described in the written consent or release. PRACTITIONER shall retain medical records for at least six (6) years after the date of service, and medical records for minor patients must be retained for the greater of six (6) years or until one year after the minor patient reaches the age of eighteen (18).

4.3.2. PRACTITIONER shall retain and make available upon request for a period of six (6) years after the furnishing of Covered Services, the documents and records which are necessary to certify the nature and the extent of the costs thereof when requested by the Secretary of Health & Human Services or the Comptroller General, or any of their duly authorized representatives. This provision relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this clause shall be deemed to be inoperative and without force and effect.

4.4. Release. PRACTITIONER hereby releases from liability ATLANTIC, Payor or any other entity rendering services, directly or indirectly, on behalf of ATLANTIC or Payor and each of their affiliates, boards, committees, officers, employees or agents, and agrees to waive all legal claims which PRACTITIONER may now or hereafter have against such individuals or entities related to any and all actions taken in good faith in connection with this Agreement, evaluating patient care, PRACTITIONER's qualifications or the merits of a complaint about PRACTITIONER.

4.5. Reasonable Access. PRACTITIONER shall permit ATLANTIC, Payors and any regulatory agency authorized by law, at any reasonable time, to examine and inspect such PRACTITIONER's office or offices, including, but not limited to, patient treatment areas and waiting areas, unless prohibited by applicable law.

5. INSURANCE; INDEMNIFICATION.

5.1. PRACTITIONER's Insurance. PRACTITIONER and PRACTITIONER Providers, at PRACTITIONER's sole cost and expense, shall be covered by such policies of comprehensive general liability, professional liability on an occurrence basis, and other insurance as shall be necessary to insure PRACTITIONER, and its agents, servants, and employees, against any claim for damages arising by reason for personal injuries or death occasioned directly or indirectly in connection with the performance or non-performance of any services by PRACTITIONER, or by his/her agents, services, and employees acting within the scope of their duties. Policy limits for such insurance shall equal or exceed \$1,000,000 per occurrence and \$3,000,000 in the aggregate or such other levels as established by ATLANTIC Payor Agreements or otherwise required by law. Evidence of such coverage shall be provided to ATLANTIC upon request. PRACTITIONER shall use its best efforts to cause all insurance carriers covering PRACTITIONER with respect to any insurance coverage required herein to issue a certificate of coverage to ATLANTIC requiring at least thirty (30) days' advance notice from the carrier to ATLANTIC prior to cancellation of any such coverage.

5.2. PRACTITIONER's Indemnification. PRACTITIONER shall indemnify and hold harmless ATLANTIC, and any parent or subsidiary corporations thereof, and their respective officers, directors, employees and agents, from and against any and all liability, loss, damage, claims, and all costs or expenses related thereto, including reasonable attorneys' fees, that may arise out of and/or be incurred in connection with: (i) any negligence or misconduct caused or alleged to have been caused by PRACTITIONER or such PRACTITIONER's employees, agents, or representatives, in connection with the provision of services under this Agreement or in connection with the use or maintenance of any property or equipment by, or under the direction or control of, PRACTITIONER, or (ii) any act or failure to act by PRACTITIONER or such PRACTITIONER's employees, agents and representatives outside the scope of, or in breach of, this Agreement

5.3. Reporting; Cooperation. In the event that PRACTITIONER becomes aware of any alleged injury arising out of the care or treatment of any Covered Person, such PRACTITIONER shall promptly give ATLANTIC written notice containing the particulars sufficient to identify the name and address of the alleged injured person, place and circumstances of the alleged incident and the names and addresses of any available witnesses. Subject to the terms of the respective professional liability and malpractice insurance policies, PRACTITIONER shall cooperate with ATLANTIC in the conduct of law suits and enforcing any right of contribution or indemnify against any person or organization who may be liable to either of the parties because of injury with respect to which insurance is afforded. Each of the parties hereto shall be entitled to attend the hearings and trials and assist in securing evidence and obtaining the attendance of witnesses in its sole discretion.

6. REPRESENTATIONS AND WARRANTIES.

PRACTITIONER hereby represents and warrants to ATLANTIC and all Payors that:

6.1. Licensure. Each PRACTITIONER is currently licensed to practice medicine in the State of Service, Board certified or eligible in neurology, physiatry, physical medicine and rehabilitation or neurodiagnostics, and is qualified to practice in the specialty of neurology, physiatry, physical medicine and rehabilitation or neurodiagnostics. PRACTITIONER will maintain all licenses and certifications required under state and federal law for physicians rendering the type of services PRACTITIONER provides.

6.2. Accuracy of Application Information. All of the information provided in PRACTITIONER's application is true and complete. PRACTITIONER understands and agrees that all of ATLANTIC's obligations under this Agreement are entered into in reliance upon the truth of the information and representations contained in PRACTITIONER's application.

6.3. Updates of Material Changes. PRACTITIONER shall notify ATLANTIC in writing within five (5) days in the event of any of the following:

6.3.1. any action taken to restrict PRACTITIONER or any PRACTITIONER Provider's licensure to provide Covered Services or Medicare or Medicaid participation status;

6.3.2. any restriction, suspension or revocation of a PRACTITIONER's medical staff membership or clinical privileges at any health care PRACTITIONER, or any other disciplinary action taken against PRACTITIONER by any peer review body or any regulatory, licensing or accreditation agency or body;

6.3.3. the initiation of any action or any settlement, trial verdict, or other final disposition of any suit brought or claim made against PRACTITIONER for malpractice; or the initiation of any action or any settlement, trial, verdict, or other final disposition of any suit brought or claim made against PRACTITIONER by a patient or any guardian or legal representation of a patient;

6.3.4. the insolvency or the filing of a petition of bankruptcy or of receivership of PRACTITIONER;

6.3.5. the indictment, arrest or conviction of PRACTITIONER for a felony, or for any criminal charge related to the rendering of medical services; or

6.3.6. the cancellation of any insurance required pursuant to Section 6.1 hereof or any material change in such insurance coverage including, without limitation, any change in insurance carrier, policy number, term, policy limits, deductibles, exclusions from coverage, or the scope or extent of coverage provided.

7. TERM AND TERMINATION.

7.1. Term. The initial term of this Agreement (“Initial Term”) shall commence on the Effective Date of this Agreement and shall continue for one (1) year. This Agreement shall automatically renew for subsequent renewal terms of two (2) years at the conclusion of the then-current term of this Agreement, unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term.

7.2. Termination for Cause. ATLANTIC may terminate this Agreement, effective immediately or at such later date specified in the written notice sent to PRACTITIONER pursuant to this Section 7.2, by written notice to PRACTITIONER, upon material default by PRACTITIONER of its duties and obligations hereunder, including but not limited to a failure to conform to ATLANTIC’s credentialing criteria, failure to participate in ATLANTIC’s or Payor’s UR/QA/PI programs, failure to maintain adequate insurance as required by this Agreement or failure to abide by the Section 2.2 of this Agreement.

7.3. Termination without Cause. ATLANTIC may terminate this Agreement without cause upon 120 days prior written notice to the PRACTITIONER. PRACTITIONER may terminate this agreement without cause upon 120 days written notice to ATLANTIC.

7.4. Effect of Termination. This Agreement shall remain in full force and effect during the period between the date that notice of termination is given and the effective date of such termination. PRACTITIONER shall be obligated, to the extent required by applicable law, to complete the treatment of Covered Persons then receiving Covered Services or until continuation of care by another provider can be arranged by ATLANTIC. PRACTITIONER shall continue to submit all claims for services rendered subsequent to the termination notice and for a period of 120 days thereafter unless otherwise agreed to by ATLANTIC in writing. Upon a notice of termination of this Agreement, the following additional terms and conditions shall apply: (i) the Advance Funding under Section 3.6 shall cease and PRACTITIONER shall be paid for services by ATLANTIC only after ATLANTIC has received payment for such claim by the applicable Payor and (ii) neither PRACTITIONER shall for a period of one (1) year following the effective date of such termination enter into any agreement with a Payor with which ATLANTIC has contracted hereunder whereby PRACTITIONER would agree to provide Covered Services at a rate less than the current rate paid to PRACTITIONER by ATLANTIC hereunder. PRACTITIONER acknowledges that ATLANTIC will notify the applicable Payors when this Agreement is terminated.

8. MISCELLANEOUS.

8.1. Independent Contractor. In the performance of all work, duties and obligations under this Agreement, PRACTITIONER and ATLANTIC are at all times acting and performing as independent contractors. No relationship of employer and employee, or partners or joint venturers, or principal or agent, is created by this Agreement other than the limited agency created by the appointment of ATLANTIC as PRACTITIONER’s contracting agent for negotiating the

ATLANTIC Payor Agreements with Payors. PRACTITIONER shall have no authority to bind ATLANTIC in any contract or other obligation. Except as otherwise provided in this Agreement, each party shall be solely liable for its own debts, obligations, acts and omissions under this Agreement.

8.2. Non-Exclusive Agreement. PRACTITIONER shall not be precluded from entering into agreements similar to this Agreement with any other persons. This Agreement is not exclusive and does not limit PRACTITIONER in its ability to select, negotiate, or enter into agreements for any type of managed care arrangement.

8.3. Additional Assurances. The provisions of this Agreement shall be self-operative and shall require no further agreement by the parties except as may be specifically provided in this Agreement. However, at the request of either party, the other party shall execute such additional instruments and take such additional acts as may be reasonably requested in order to effectuate this Agreement.

8.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and with applicable federal laws and regulations.

8.5. Disputes. Any dispute, claim or controversy solely between ATLANTIC and PRACTITIONER and arising under or relating to this Agreement, which is not satisfactorily resolved by the parties, shall be resolved by arbitration (including the allocation of costs of any arbitration) in accordance with the Rules of the American Arbitration Association for Commercial Arbitration. The arbitration shall be conducted before a single arbitrator at the office of the American Arbitration Association in New Jersey. The award of the arbitrator shall be final and binding on all parties in interest. The arbitrator shall have no authority or power to modify, alter or amend any provision of this Agreement or render any award that has the effect of modifying, altering or amending this Agreement. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof.

8.6. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. ATLANTIC may assign this Agreement in its sole discretion. PRACTITIONER may not assign this Agreement without ATLANTIC's prior written consent, and PRACTITIONER may not subcontract or delegate its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of ATLANTIC. Any consent requested of ATLANTIC under this Section 8.6 will not be unreasonably withheld or delayed.

8.7. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision.

8.8. Force Majeure. Neither party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work stoppages by either party's employees, or any other cause beyond the reasonable control of such party.

8.9. Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when delivered either personally, by overnight mail or by prepaid certified mail, return request, addressed as follows:

if to PRACTITIONER: Addressed to PRACTITIONER using Name and Address Beneath PRACTITIONER's signature at the end of this Agreement.

if to ATLANTIC: Atlantic NueroDiagnostic Group, LLC
2 Ridgedale Avenue
Suite A-10
Cedar Knolls, New Jersey 07927
Attention: Alan Safron
President

or to such other address or person as either party may designate in writing. In the case of mailing, notice shall be deemed given three (3) days after mailing.

8.10. Severability. In the event that any portion of this Agreement is found to be void, illegal or unenforceable, the validity or unenforceability of any other portion shall not be affected.

8.11. Directory. PRACTITIONER agrees that ATLANTIC can provide and Payors may include in their respective directories PRACTITIONER's name and other pertinent information regarding its credentials, hours and conditions of access, and Covered Services provided by PRACTITIONER. ATLANTIC does not guarantee in any respect that PRACTITIONER will be used by any Covered Person or that PRACTITIONER will receive any minimum number of Covered Persons as patients.

8.12. Third Party Rights. This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish a third party beneficiary status or rights in a Covered Person, Payor, subcontractor, or other third party to this Agreement, except as such rights are expressly created and as set forth in this Agreement and no such third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

8.13. Entire Agreement; Amendment. This Agreement is the only Agreement between the parties, and this Agreement supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement between the parties. This Agreement, including the Fee Schedule may be amended in writing by ATLANTIC upon thirty (30) days prior written notice to PRACTITIONER.

8.14. Confidential Information. PRACTITIONER and all of its employees, agents and representatives, at all times during this Agreement and subsequent to its termination shall not disclose, except to ATLANTIC or on request of any government or quasi-governmental agency having jurisdiction thereof, any professional secrets, data, materials, schedules, advertisements or programs and the like and any information with respect to ATLANTIC, the practice or any contractual commitments of ATLANTIC, or the names and addresses of the other Participating PRACTITIONERs or their patients. Nothing in this Agreement shall be deemed to modify the physician-patient privilege as created by statute or common law. PRACTITIONER (and the respective officers, directors, employees, agents, successors and assigns of PRACTITIONER) shall

not voluntarily or involuntarily, sell, transfer, publish, disclose, display or otherwise make available to others any portion of the Confidential Information without the express written consent of ATLANTIC. PRACTITIONER shall treat as confidential, if applicable, the terms of this Agreement and all other information received from Payor directly or through ATLANTIC pursuant thereto or hereto, respectively, including, without limitation, all guidelines, reports and procedures, quality assurance procedures, credentialing procedures, Covered Persons lists, pricing information, utilization data, and all other information (hereinafter "Payor Information") made available to PRACTITIONER ATLANTIC agrees to maintain confidentiality of all PRACTITIONER patient records or information deemed confidential, except to the extent necessary to satisfy the normal business practices and terms of this Agreement.

8.15. Medical Records. PRACTITIONER shall abide by all of the general policies for medical ethical conduct rules, as well as Payor and/or ATLANTIC guidelines or policies for medical confidentiality and the preservation of human dignity. ATLANTIC shall require PRACTITIONER to treat as confidential, the medical records of Covered Persons so as to comply with all applicable federal and state laws and regulations regarding confidentiality of Patient records. The Parties hereto shall maintain the confidentiality of any and all medical records which shall be in their possession and control, such information shall only be released or disseminated pursuant to the valid authorization of the Covered Person whose medical condition is reflected in such medical records or as shall be otherwise permitted under applicable law.

8.16. Trademarks and Copyrights. Each Party acknowledges the other Party's sole and exclusive ownership of its respective trade names, commercial symbols, trademarks and service marks, whether presently existing or later established (collectively "Marks"). No Party shall use the other Party's Marks in advertising or promotional materials or otherwise without the owner's prior written consent. Notwithstanding the foregoing limitations, PRACTITIONER hereby grants to Payors the right (but not the obligation) to use the PRACTITIONER's (and that of its partners, shareholders and/or members) name(s), address(es), phone number(s) and any other relevant information in any marketing or administrative material Payor may distribute. Payors of ATLANTIC and other entities with Agreements with ATLANTIC may, but shall not be required to, list PRACTITIONER in the ATLANTIC PRACTITIONER directory or otherwise publicize the status of PRACTITIONER as a PRACTITIONER.

8.17. Non-Compete. PRACTITIONER agrees during the time of this Agreement to advise ATLANTIC in writing of any ownership interests in any entity, which competes with or is a similar business as ATLANTIC. PRACTITIONER also agrees not to directly or indirectly solicit any ATLANTIC clients.

8.18. Federal Health Insurance Portability & Account Ability Act (HIPAA). ATLANTIC and PRACTITIONER agree to perform their obligations under this Agreement in accordance with all applicable federal and state laws, rules, regulations and agency guidelines, including without limitation, the Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA"), as modified or amended from time to time.

EXHIBIT A
CREDENTIALING CRITERIA

1. **PROFESSIONAL CREDENTIALS**

1.1. **PRACTITIONER** is a neurodiagnostic **PRACTITIONER** or physician office owned by either (i) a person with an unrestricted license or other authorization to practice medicine in the State of Service; or (ii) a partnership, professional service corporation or other entity, all of the partners, shareholders, or members of which have an unrestricted license or other necessary authorization to practice medicine in the State of Service and who are Board certified or eligible in radiology. Copies of **PRACTITIONER** and **PRACTITIONER** Providers' current valid operating certificate/license shall be provided to **PRACTITIONER**. In addition, all physicians employed or whose services are utilized by **PRACTITIONER** must be board certified in neurology or physical medicine and rehabilitation.

1.2. **PRACTITIONER**, where applicable, has active State or Federal licensing or certificate of need.

1.3. **PRACTITIONER** Provider, where applicable, has not and shall not (i) have any privileges reduced, limited, suspended or terminated or been placed on probation by any regulatory or licensing agency; (ii) been restricted from receiving payment from Medicare, Medicaid or any other third party reimbursement programs; (iii) been subject to disciplinary action by any state or local medical society, specialty society, state board of medical examiners; or (iv) been subject to sanctions of any kind whatsoever by any person or entity for improper procedures or actions; PROVIDED, HOWEVER, that, in the discretion of ATLANTIC, the foregoing shall not apply to suspensions related to a reasonable delay in completing medical records. Any such actions shall be reported by **PRACTITIONER** to ATLANTIC.

1.4. **PRACTITIONER** shall not have been disciplined, suspended or terminated from a Federal, State or Local Health Plan, Union, PPO, HMO or other managed care organization.

1.5. **PRACTITIONER** shall purchase and maintain, at the sole cost and expense of **PRACTITIONER**, comprehensive policies of professional liability/malpractice insurance in amounts as determined and may be amended by ATLANTIC from time to time. At the present time such insurance limits of occurrence and aggregate shall be a minimum of ONE MILLION DOLLARS (\$1,000,000.00)/THREE MILLION DOLLARS (\$3,000,000.00) respectively. Such amounts may be increased in the event of a change in applicable law or regulation. **PRACTITIONER** shall authorize the insurance carrier to issue to ATLANTIC a certificate of insurance and each such policy shall contain an endorsement requiring the insurer to give ATLANTIC not less than thirty (30) days prior written notice of any cancellation, termination or material alteration of such policy. Notwithstanding the foregoing, **PRACTITIONER** shall provide ATLANTIC with notification within fifteen (15) days of notice of any cancellation, termination or material alteration of any such insurance policies. Prior to the expiration or cancellation or any such policy, **PRACTITIONER** shall secure replacement of such insurance coverage upon the same terms, and shall furnish ATLANTIC with a certificate and endorsement as described herein. A copy of the issuing Section of the policy reflecting such insurance shall be provided to ATLANTIC. If the foregoing coverage is provided on a "claims made" rather than on an "occurrence" basis, **PRACTITIONER** shall obtain so-called "tail insurance" in the appropriate amounts.

1.6. PRACTITIONER shall provide to ATLANTIC the following information as applicable:

- Details of any professional liability actions that have resulted in adverse judgments or any financial settlements within the last five (5) years.
- Details of these professional liability actions with respect to professional liability. This information shall be reviewed by ATLANTIC, and its evaluation shall consider the frequency of such actions, the financial impact of such actions and the clinical circumstances surrounding the alleged acts of malpractice. ATLANTIC is fully cognizant of the current litigious conditions in the United States and its evaluation shall consider the litigious climate as part of the credentialing process. PRACTITIONER shall not be automatically disqualified from providing Covered Services on behalf of ATLANTIC due to a history of judgments and/or settlements; provided however, PRACTITIONER agrees that it will be disqualified from providing Covered Services under this Agreement if at any time prior to or during the term of this Agreement, it has settled \$1,000,000.00 of malpractice claims over a five (5) year period. ATLANTIC shall have sole discretion in the determination of the impact of malpractice history for purposes of credentialing.

1.7. ATLANTIC reserves the right to require specific formal training in new procedures and/or technologies prior to credentialing or recredentialing.

1.8. PRACTITIONER shall authorize ATLANTIC or its designee, its agents, representatives, employees or delegates to query the National Practitioner Data Bank (NPDB) to obtain a personal profile of each PRACTITIONER.

1.9. PRACTITIONER Provider shall meet the continuing education requirements or such other continuing medical education as required by the laws of the State of Service.

1.10. PRACTITIONER shall maintain appropriate medical records and shall, subject to applicable law, provide such records to ATLANTIC as deemed necessary by ATLANTIC, in its sole discretion, for purposes of utilization management and/or quality assessment.

1.11. PRACTITIONER shall: (i) properly maintain, calibrate and license all neurodiagnostic equipment in PRACTITIONER's offices; (ii) maintain a formal OSHA quality control program for all office neurodiagnostic equipment; and (iii) allow neurodiagnostic procedures to be performed and interpreted only by persons with appropriate training and/or certification.

1.12. All technologists must be registered by an accreditation body approved by ATLANTIC and, if necessary, licensed by the State of Service.

1.13. ATLANTIC reserves the right to require independent verification of any and all of the Credentialing Criteria and to perform site visits to the locations of PRACTITIONER.