

Cornerstone Alliance, Inc.
Associate Membership Agreement

THIS ASSOCIATE MEMBERSHIP AGREEMENT (the "**Agreement**") is made by and between Cornerstone Alliance, Inc. ("**Cornerstone**") and the health care provider executing below ("**Provider**"), and is effective as provided herein.

WHEREAS:

1. Cornerstone is an organization of health care providers that provides certain services and benefits to its Members..

2. Provider desires to become an Associate Member of CAI and to participate in those services and benefits that Cornerstone makes available to Associate Members.

3. Provider and Cornerstone desire to enter into this Agreement in order to set forth the terms and conditions of their relationship.

Therefore, in consideration of the foregoing premises and mutual promises set forth herein, and intending to be legally bound, the parties agree as follows:

1. Associate Membership.

(a) Subject to the terms and conditions set forth herein, and upon the Effective Date, Provider shall be and is hereby granted Associate Membership in Cornerstone.

(b) Provider's Associate Membership is conditional upon satisfaction of all of the following criteria, each of which is a continuing condition of Associate Membership in Cornerstone:

(i) Provider is either (A) a medical practitioner licensed and in good standing in the State of Ohio or (B) a group practice, all of whose members are described in the preceding clause (A).

(ii) Provider is not and has never been excluded from participation in federal health programs or otherwise debarred from participation in federal contracts. If Provider is a group practice, none of Provider's members have been excluded or debarred as described in the preceding sentence.

(iii) Provider does not maintain an office or otherwise provide services within the Cornerstone Service Area. The Cornerstone Service Area is defined as the following Ohio Counties: Allen, Auglaize, Hancock, Hardin, Logan, Mercer, Paulding, Putnam, Shelby, and Van Wert. In the event Provider provides services within the Cornerstone Service Area in the future, Provider may apply for full Membership in Cornerstone, but will no longer be eligible to be an Associate Member.

Provider represents and warrants that the foregoing statements are true and correct as of the date this Agreement is executed by Provider, and Provider agrees to notify Cornerstone promptly in

the event any of the foregoing statements is no longer true or correct in any respect. Provider authorizes Cornerstone to verify any of the foregoing information and agrees to cooperate in such verification as Cornerstone may reasonably request.

(c) As a further condition of Associate Membership, Provider agrees to pay (A) an initial Membership fee and (B) annual Associate Membership dues, each in accordance with the policies established by the Board of Directors of Cornerstone from time to time. This Agreement does not otherwise require any financial obligation on the part of Provider, including specifically, any obligation to make a capital contribution to Cornerstone.

(d) Provider agrees to abide by the Code of Regulations of Cornerstone, and all applicable policies and rules promulgated thereunder, and by executing this Agreement, acknowledges and accepts the same;

2. Privileges of Membership.

(a) As an Associate Member, Provider will be eligible to participate in those programs and services that Cornerstone makes available to Associate Members from time to time. A listing of such programs as of the date of this Agreement is attached as Exhibit A. However, nothing in this Agreement (including Exhibit A) shall be construed to limit the right or ability of Cornerstone to add or delete programs or services offered to Associate Members from time to time in its discretion.

(b) Further, without limiting the discretion given to Cornerstone in the preceding subsection, as an Associate Member, Provider specifically shall not have any of the following rights or privileges:

(i) To hold or exercise any voting rights granted to Voting Members in the Cornerstone Code of Regulations.

(ii) To attend or be heard at any meeting of the Members of Cornerstone, unless specifically invited by the Board of Directors.

(iii) To be a participating provider under any health insurance, HMO, or other health plan agreement maintained by Cornerstone.

3. Term and Termination.

(a) This Agreement will commence on date of acceptance and execution by Cornerstone and will continue in effect for one year, and unless terminated, shall renew automatically for any number of additional one-year terms.

(b) This Agreement may be terminated by either party with or without cause on 30 days' prior written notice to the other.

(c) Further, this Agreement will terminate automatically and without the necessity of notice in the event of either party's insolvency, death, incapacity, dissolution or cessation of operations for any reason.

(d) Cornerstone may terminate this Agreement immediately upon notice to Provider in the event that any legislative, regulatory, or judicial action materially and adversely impairs Cornerstone's ability to perform its obligations.

4. General Provisions.

(a) Relationship of the Parties. This Agreement is not intended to, and shall not be construed to, create any employment, partnership, joint venture, agency or relationship other than that of independent contractors, between Cornerstone and Provider.

(b) Amendment: Cornerstone may amend this Agreement upon 30 days prior written notice to Provider, and such amendment shall be binding upon Provider unless Provider gives written notice of rejection to Cornerstone within 30 days of receipt of the amendment. Notice of rejection shall constitute notice of termination of this Agreement. This Agreement otherwise may be amended only by a written instrument executed by Cornerstone and Provider.

(c) Assignment: The Associate Membership granted to Provide hereunder is a personal privilege and may not be transferred or assigned to another person under any circumstances. Cornerstone may assign this Agreement without Provider's consent to any person that controls, is controlled by, or that is under common control with, Cornerstone. Cornerstone may not otherwise assign this Agreement without Provider's prior written consent. Any purported assignment contrary to the foregoing shall be void and of no effect.

(d) Confidentiality: The parties and their employees and representatives (each, a "Receiving Party") agree that the existence and content of this Agreement, and all proprietary and confidential information ("Confidential Information") disclosed by the other ("Disclosing Party") shall be maintained in confidence and not disclosed to any third party except as may be required by law, or with the Disclosing Party's express written consent. Confidential Information shall not include information that is publicly available or otherwise available to the Receiving Party on a non-confidential basis. Violation of this provision may give rise to equitable and legal liability including, but not limited to, injunctive relief. This confidentiality provision shall survive the termination of this Agreement.

(e) Entire Agreement: This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and shall supersede any and all prior oral or written negotiations, agreements, or understanding between the parties with respect thereto.

(f) Governing Law: This Agreement shall be governed by the laws of the State of Ohio without regard to conflicts of law principles thereof.

(g) Notices: All notices by either party to the other shall be in writing, and delivered by hand, U.S. mail, national overnight delivery service, or confirmed electronic transmission to the address set forth on the signature page to this Agreement. In the absence of contrary evidence, any such notice shall be deemed to have been received on the following business day.

[Signature Page follows]

IN WITNESS WHEREOF, the parties have cause this Agreement to be executed by their respective authorized representatives, effective as of the last date written below.

Provider:

Legal Name of Provider

Mailing Address:

Authorized Signature

Printed Name of Signatory

Telephone _____

Title

Facsimile _____

Date

Cornerstone Alliance, Inc.

Mailing Address:

By:

2615 Fort Amanda Rd., Suite B
Lima, OH 45804

Harold L. Bischoff
Executive Director

Telephone: (419) 996-5310
Facsimile: (419) 226-9889

Date

Exhibit A

Programs and Services Available to Associate Members

DC01/ 2981289.1