

**FLORIDA HOSPITAL HEALTHCARE SYSTEM, INC.
FLORIDA MEMORIAL HEALTH NETWORK, INC.
FLORIDA HOSPITAL WATERMAN HEALTHCARE SYSTEM, INC.**

Agreement with

EMPLOYER'S MUTUAL, INC.

PREAMBLE

THIS AGREEMENT is entered into, effective as of **October 1, 2002**, by and between Florida Hospital Healthcare System, Inc. (hereinafter referred to as "FHHS"), a not-for-profit corporation organized under the laws of the State of Florida, Florida Memorial Health Network, Inc. ("FMHN"), a Florida corporation not-for-profit, and Florida Hospital Waterman Healthcare System, Inc. ("FHWHS"), a Florida corporation not-for-profit, and Employer's Mutual, Inc., (hereinafter referred to as "Client") and its SERVICE SUBSCRIBERS.

WHEREAS, FHHS, FMHN and FHWHS (together referred to as "Systems") have established panels of physicians, hospitals, and other health care providers by engaging in the negotiation of contracts with them for discounted reimbursement of health care service fees; and

WHEREAS, Systems desire to make their panel of providers and services available to Client and Service Subscriber and those individuals who have enrolled as covered persons in Service Subscriber's health benefits plan;

WHEREAS, FHHS, FMHN and FHWHS desire to jointly offer their provider panels to third party administrators and other similar entities given the broad range of service and geographic coverage provided by the Systems; and

WHEREAS, Client and Service Subscriber wishes to avail itself and its enrollees of the facilities and services offered by Systems.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Systems and Service Subscriber agree as follows:

1.0 DEFINITIONS

1.1 "Associated Health Professional" means a nurse practitioner, midwife, or physician's assistant who is an employee of, or independent contractor to, a Participating Physician, according to the provisions of Section 2.12.

1.2 "Confidential and Proprietary Information" shall mean certain non-public information disclosed in confidence by one party to the other concerning quality of care

information, including but not limited to information concerning utilization management and quality assurance programs, credentialing criteria, and patient care and/or finances; marketing information, including but not limited to brochures, leaflets, surveys, and reports; financial information, including but not limited to earnings, volume of business, pricing methods, systems, practices, and strategic plans; insurance and health plan design information, including but not limited to planning, structure, and operation of health benefit plans; and other commercially valuable information, including but not limited to mailing lists, client lists, patient lists, programmatic information and structure, and related information and documents.

1.3 "Covered Person" shall mean any person who, through an agreement with Service Subscriber entered into by such person or on such person's behalf, is entitled to receive Covered Services under Service Subscriber's Health Plan.

1.4 "Covered Services" shall mean those health care services Covered Persons are entitled to receive as set forth in Service Subscriber's Health Plan.

1.5 "Emergency" means, unless otherwise defined in Service Subscriber's Health Plan, the sudden and unexpected onset of acute illness, or an accidental injury, requiring immediate medical intervention as the result of a potentially severe, life-threatening or disabling condition.

1.6 "Participating Hospital" means a facility or hospital licensed under Florida law as a general acute care hospital and eligible for participation under the programs established by Titles XVIII and XIX of the Social Security Act, and which has contracted as an independent contractor with any of or more of Systems to provide certain Covered Services to Covered Persons.

1.7 "Participating Physician" means a physician who is duly licensed to practice medicine in the State of Florida under Chapter 458 and Chapter 459 of the Florida Statutes, who has entered into an agreement with any one or more of Systems to provide Covered Services to Covered Persons and who has been credentialed by any one or more of Systems as a Participating Primary Care or Participating Specialist Physician. The term shall include groups of Participating Physicians.

1.8 "Participating Provider" means a Participating Physician, a Participating Hospital, or any other medical provider that has contracted with any one or more of Systems, directly or through intermediaries, to provide Covered Services to Covered Persons.

1.9 "Participation Agreement" shall mean a written agreement between any one or more of Systems and a Participating Provider wherein such Participating Provider agrees to render Covered Services to Covered Persons.

1.10 "Payer" shall mean Employer's Mutual, Inc. on behalf of any Service Subscriber as listed in Exhibit 1.10 of this Agreement, the party entering this Agreement as stated in the Preamble, which shall be an employer or self-funded employee health benefit plan or administrator, insurance company, insurer-sponsored preferred provider organization, health maintenance organization, association, voluntary employee benefits association, multiple employer trust, union trust; local, state, or federal government health benefit program including Medicare, Medicaid, FEHB, and CHAMPUS]; accountable health plan, accountable health partnership, or alliance as defined by state or federal health reform laws; or any other entity which is obligated to make payments for medical, hospital, surgical, and other health care services on behalf of Covered Persons in accordance with Service Subscriber's Health Plan.

1.11 "Service Subscriber" is any employer who contracts for Third Party Administrative Services with Client and who will access Systems. Client will provide Systems all pertinent information on new Service Subscribers. New Service Subscribers will be required to sign "Service Subscriber Agreement" as shown in Exhibit 1.10

1.12 "Service Subscriber's Health Plan" shall mean any group or individual health insurance policy or plan, or self-funded employee health benefit plan, offered to Covered Persons by Service Subscriber, or by an entity contracting with Service Subscriber, which utilizes Participating Providers to provide Covered Services to Covered Persons. The term shall include any contract, certificate, policy, plan document, or other legally enforceable instrument under which a Covered Person may be entitled to receive medical, hospital, surgical, and other services.

1.13 "Primary Care Physician" shall mean a Participating Physician who has been credentialed by any one or more of Systems as a Primary Care Physician, and who either: (i) for at least 50% of the time in which he or she engages in the practice of medicine, supervises, coordinates and provides initial and basic care to patients, initiates their referral for Specialist Care Services, and maintains continuity of patient care; or (ii) has limited his or her practice of medicine for at least two years prior to association with Service Subscriber to general practice, internal medicine, pediatrics, or family medicine.

1.14 "Primary Care Services" shall mean those Covered Services to be provided to Covered Persons by Primary Care Physicians as set forth in Service Subscriber's Health Plan.

1.15 "Systems Service Area" shall mean the five county geographic area of Lake, Orange, Seminole, Volusia, and Osceola counties.

1.16 "Specialist Care Services" shall mean those Covered Services to be provided to Covered Persons by Specialist Physicians as set forth in Service Subscriber's Health Plan.

1.17 "Specialist Physician" shall mean a Participating Physician who (i) engages in the practice of one or more medical specialties, and (ii) has been credentialed by any one or more of Systems as a Specialist Physician in one or more designated medical specialties.

2.0 RESPONSIBILITIES OF SYSTEMS

2.1 Network of Participating Physicians and Hospitals. Systems shall establish and manage physician and hospital networks by directly contracting with Participating Providers who shall agree to provide Covered Services to Covered Persons under the Service Subscriber's Health Plan in the Service Area.

2.2 Participation Agreements and Participating Provider Compliance. Systems shall include in its Participation Agreements requirements that Participating Providers agree to comply fully with, and participate in the implementation of, Service Subscriber's policies and programs, as described in Service Subscriber's Health Plan, to promote high standards of medical care and to control the cost and utilization of medical services, including, but not limited to, policies and programs regarding: (i) quality assurance; (ii) utilization management; (iii) claims payment review; and (iv) Covered Person grievances. In addition, Participating Providers shall agree to comply fully with and participate in Systems' policies and programs, including, but not limited to, provider grievance and provider credentialing and sanctioning. Participating Providers shall agree to abide by the determination of Systems or Client and Service Subscriber on all such matters during the term of the Participation Agreement; provided that, Participating Providers shall abide only by the determination of Systems only on issues for which Systems has ultimate responsibility hereunder, e.g., credentialing and sanctioning of providers. Participating Providers shall agree not to discriminate in the provision of health care services against Covered Persons due to source of payment, and to cooperate with Payer in the processing of third-party claims involving coordination of benefits.

2.3 Roster of Participating Providers. Systems shall provide Client and Service Subscriber with a list of all Participating Providers. Such list shall include each Participating Physician's name, address, telephone number, medical specialty, hospital affiliations and other similar information. Such list shall also include each Participating Hospital's name, address, and other significant identifying information. Systems shall periodically notify Client and Service Subscriber of changes to such list. Systems agrees to, and shall secure the consent of each Participating Provider for, the use of such information in Client and Service Subscriber's roster of Participating Providers which may be included in various Client and Service Subscriber marketing materials.

2.4 Credentialing of Participating Providers. FHHS shall establish and maintain a Participating Provider credentialing program, under which FHHS shall establish credentialing criteria. Each Participation Agreement shall require Participating

Providers to abide by the terms of the credentialing program and to meet the credentialing criteria. During each term of this Agreement, FHHS shall monitor the network of Participating Providers to assure that each Participating Provider continues to abide by the terms of the credentialing program and continues to meet the credentialing criteria.

2.5 Billing and Claims Processing. Systems shall require Participating Providers to comply with Payer's billing and claims processing procedures. Systems shall require Participating Providers to submit to Payer all claims for Covered Services within sixty (60) days after such services are rendered.

2.6 Covered Person Verification Procedures. Systems agrees to cooperate in the implementation of the Covered Person verification procedures established by Payer and shall use its best efforts to ensure that Participating Providers comply with such procedures.

2.7 Primary Care Physician Services. If a Participating Physician is credentialed by any constituent of Systems as a Primary Care Physician, that entity shall require such Participating Physician to agree: (i) to provide to Covered Persons Primary Care Services in accordance with accepted medical standards in the community; (ii) to provide such Covered Persons with access to on call urgent or emergency services twenty-four (24) hours-per-day, seven (7) days-per-week; and (iii) to notify Payer at least ninety (90) days prior to closing his or her practice to new patients, provided that the effective date of such closure shall not occur until the last day of any calendar month.

2.8 Specialist Physician Services. If a Participating Physician is credentialed by any constituent of Systems as a Specialist Physician, that entity shall require such Specialist Physician to agree: (i) to provide to Covered Persons those Covered Services, authorized by a Covered Person's Primary Care Physician, in his or her specialties in accordance with accepted medical standards in the community; (ii) to provide Covered Persons with access to appropriate Covered Services in his or her specialties at all times, including arranging for coverage by another Specialist Physician when unavailable or establishing alternate coverage arrangements approved in advance days prior to closing his or her practice to new patients, provided that the effective date of such closure shall not occur until the last day of any calendar month. Participating Providers acknowledge that Systems do not by this Agreement or otherwise, promise, warrant or guarantee, any minimum number of referrals of Covered Persons to providers.

2.9 Use of Participating Providers. Systems shall require each Primary Care Physician to agree to make referrals and admissions of Covered Persons only as prescribed by Service Subscriber and only to Participating Providers, except in cases of an Emergency. To the extent required by Service Subscriber's plan, each Specialist

Physician will be required to refer Covered Persons back to their Primary Care Physician for authorization for any further referral to another Participating Provider, except in cases of Emergency.

2.10 Physician Coverage. Where Participating Physician arranges for Covered Services to be provided by another physician in his absence or unavailability, Participating Physician shall ensure that such covering physician has agreed in writing, in accordance with Systems' rules and regulations, to adhere to all Systems' policies and procedures for the provision of medical services to Covered Persons, including all provisions of this Agreement, and including all limitations on payment of Service Subscriber's Health Plan. Participating Physician shall be responsible for covering physicians' adherence with such provisions. Systems shall require Participating Physicians to agree that, should a Participating Physician arrange with a non Participating Physician to cover him or her during an absence, it will be the Participating Physician's responsibility to ensure that the non Participating Physician (i) will accept as full payment for services delivered to Covered Persons the lesser of the non Participating Physician's fee for service charge or the maximum compensation for such Covered Services established by this Agreement; (ii) will only bill Covered Persons in accordance with Sections 3.6 and 3.9.3.

2.11 Associated Health Professionals. Systems may elect to contract with Associated Health Professionals or other ancillary providers to assist in the provision of Covered Services to Covered Persons. Systems shall ensure that any Associated Health Professional rendering Covered Services to Covered Persons meets the qualifications established from time to time by Payer for the applicable class of provider, and renders such services in accordance with all applicable terms and conditions established by this Agreement for Participating Physicians consistent with this Section.

2.12 Physicians' Responsibility For Provision of Medical Services. Neither Systems nor Client or Service Subscriber shall be liable for, nor will they exercise control or direction over, the manner or method by which a Participating Physician or Associated Health Professional renders medical or health care services to Covered Persons under this Agreement. Participating Physician shall be solely responsible for the treatment, medical care and maintenance of their relationships with Covered Persons. Payer is entitled to deny payment to a Participating Physician for services to a Covered Person which it determines are not medically necessary, are not Covered Services, or are not provided in accordance with the policies and procedures set forth in this Agreement or Service Subscriber's Health Plan. Systems shall provide in its Participation Agreements that such a denial does not absolve a Participating Physician of his or her professional responsibility to provide appropriate medical care to Covered Persons.

2.13 Non-Exclusivity. Nothing contained in this Agreement shall prevent Networks or any Participating Provider from participating in or contracting with any other Payer,

employer, insurer, preferred provider organization, health maintenance organization or alternative health delivery or insurance program.

2.14 Relationship of Service Subscriber and Participating Physicians. The parties acknowledge that this Agreement is entered into only between Service Subscriber and Systems, and that the Participating Physicians are not parties hereto. Wherever in this Agreement reference is made to obligations of, or restrictions on, Participating Physicians, Systems shall have the responsibility of assuring that its contracts with the Participating Physicians impose such obligations or restrictions on them, which obligations or restrictions shall be enforceable directly by Service Subscriber, and a third party beneficiary, if Systems fails or refuses to enforce share provisions.

3.0 RESPONSIBILITIES OF CLIENT

3.1 Offering Service Subscriber's Health Plan. Service Subscriber agrees to offer Service Subscriber's Health Plan to Covered Persons throughout the term of this Agreement and any subsequent renewal thereof. Each constituent of Systems shall ensure that Participating Providers acknowledge in all Participation Agreements that it does not, by this Agreement or otherwise, promise, warrant or guarantee any Participating Provider a minimum number of Covered Persons as patients. Systems also acknowledges that Client and Service Subscriber shall have sole discretionary authority for determination of: (i) which services and benefits are Covered Services; (ii) eligibility of Covered Persons to receive Covered Services; and (iii) coverage denials with respect thereto.

3.2 Financial Incentives. Service Subscriber shall incorporate into Service Subscriber's Health Plan financial incentives to encourage Covered Persons to use Participating Providers for Covered Services. Except in an Emergency, Service Subscriber shall provide a greater level of coverage for services obtained by Covered Persons from Participating Providers than if such services are obtained from non participating providers. Service Subscriber acknowledges that Systems have contracted or intends to contract with Participating Providers for Service Subscriber's Health Plan, and that the obligations Service Subscriber has undertaken in this Agreement are specifically for the benefit of those Participating Providers as third-party beneficiaries of Systems.

3.3 Systems Network Management Fee. Service Subscriber shall pay Systems a Network Management Fee, for establishing and maintaining Systems' network of Participating Physicians and Hospitals, and performing its responsibilities under this Agreement. Service Subscriber shall be responsible for all expenses and costs incidental to the operation of the Plan except for those specifically assumed by Systems pursuant to this Agreement.

3.4 Participating Provider Compensation. Service Subscriber shall compensate Participating Providers for Covered Services rendered to Covered Persons in accordance with the Compensation and Fee Schedule as set forth in Exhibit 3.4A and 3.4B, except for applicable co-payments, coinsurance amounts, deductibles or any amounts payable by Covered Person or by another Payer under the coordination of benefits provisions of the applicable group insurance policy or self insured health benefit plan. Participating Hospitals shall be compensated at the lesser of the rates specified in Exhibit 3.4B or billed charges. The parties agree that Service Subscriber shall be fully responsible for all payments to Participating Providers, and under no circumstances shall Systems be responsible for making any payments for Covered Services to any Participating Physician Hospital, or ancillary provider.

3.5 Billing and Claims Processing. Participating Providers shall bill Service Subscriber by submitting claims to Payer, and receive reimbursement therefore. Payer shall pay each "clean claim", providing that the Service Subscriber has funded payment for Covered Services within thirty (30) days of receipt of the claim, unless Payer determines that the services are not Covered Services, are not provided in accordance with Service Subscriber's Utilization Management and Quality Assurance Program (UM/QAP), or are not otherwise provided in accordance with the policies and procedures set forth in this Agreement. Payer shall, within thirty (30) days of receipt of any claim that it has reason not to pay, notify the Participating Provider in writing of the reason for such non payment. Service Subscriber's coordination of benefits provisions shall not reduce or relieve, in any manner whatsoever, Payer's obligations to make timely payments to Participating Providers for Covered Services in accordance with this Agreement, notwithstanding that a Covered Person may be or is entitled to coverage or payment for health care services by any other group insurance policy or non insured health benefit plan. A Clean Claim is a claim submitted prior to payor or it's designee, on either a HCFA 1500, a UB92 form, or submitted through an agreed-upon electronic clearinghouse, for payment for Covered Services rendered, and which claim is accurate, complete, and in the agreed-upon

3.6 format. When secondary to Medicare, claims are paid in accordance with the
3.7 Service Subscribers Co-ordination of Benefits Provision which may or may not result in the reimbursement of Medicare deductibles and co-insurance. Service Subscriber shall have the final responsibility for payment of claims for Covered Services. Systems shall not be liable for the payment from its own funds of any claims under Service Subscriber's Health Plan. Systems shall not be considered the insurer, guarantor or underwriter of the liability of Service Subscriber to provide benefits to or for Covered Persons. Service Subscriber shall have the sole discretionary authority and responsibility for final claims decisions.

3.6 No Recourse Against Covered Persons. Participating Providers shall agree that in no event, including but not limited to nonpayment, a Service Subscriber's insolvency, or breach of this Agreement, shall Participating Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement for Covered Services from, or

have any recourse against, a Covered Person or any other person, other than Service Subscriber, who may be acting on a Covered Person's behalf. This provision shall not prohibit collection from such persons of: (a) co-payments, deductibles or other charges pursuant to Service Subscriber's Health Plan of a particular Covered Person; (b) collection of payment for services which are not Covered Services; or (c) collection of payment for any Covered Service delivered to a Covered Person after the expiration of that particular benefit under Service Subscriber's Health Plan. Neither Covered Persons nor Service Subscriber's Health Plan, however, shall be liable for payment for any health care service which is determined pursuant to the applicable UM/QAP program to be medically unnecessary. If a Covered Person requests health care services after being informed by a Participating Provider prior to the rendition of such services that the services have been determined to be medically unnecessary or not to be Covered Services, and Covered Person confirms his/her request in writing, the Covered Person shall be liable for payment.

3.7 Enrollment Cards. Service Subscriber shall provide Covered Persons with enrollment cards, showing their name, group number, and Payer mailing address and phone number and such other information as may be required for proper billing and claim processing. Identification of Systems in some manner shall appear on ID card.

3.8 Covered Person Eligibility. Payer shall furnish a telephone number for verification of a Covered Person's coverage. If Payer is not available by telephone to verify eligibility for coverage after the normal business hours as noted in Section 7.1, the Participating Provider will call to verify eligibility the next business day and if it is determined at that time the patient is not a beneficiary through the Payer, then the patient becomes fully responsible for payment. Payer relies on eligibility information received from the Service Subscriber. Systems shall ensure that Participating Providers, prior to providing services to any patient who presents himself or herself as a Covered Person, shall verify patient's coverage with the Payer as required by Service Subscriber's Health Plan. Participating Providers shall cooperate with such Payer in determining if the Covered Person's illness or injury is covered by auto insurance or other health insurance or otherwise gives rise to a claim by Service Subscriber by virtue of coordination of benefits or subrogation. Participating Provider agrees to take all reasonable actions to assist the Service Subscriber in obtaining recoveries from third parties, excluding executing any and all documents that reasonably may be required to enable the Service Subscriber to bill and/or collect payments from any third parties or assigning payments to the Service Subscriber.

3.9 Covered Person Compliance. Covered Persons shall be notified by Service Subscriber of the following responsibilities:

3.9.1. to be subject to and to abide by Service Subscriber's UM/QAP;

3.9.2. to be responsible for all applicable co-payments, coinsurance and deductibles.

3.9.3. that he or she may be charged by Participating Providers if the Covered Person receives any services which are not Covered Services, subject to applicable rights of reconsideration or appeal;

3.9.4. to cooperate with Service Subscriber in order to facilitate the UM/QAP, including authorizing the release to Payer of all medical records and other pertinent information, and executing any documents necessary for Payer to conduct Service Subscriber's UM/QAP; and

3.9.5. that UM/QAP recommendations are for the sole purpose of determining the benefits payable under Service Subscriber's Health Plan, and do not constitute medical advice.

4.0 INDEMNIFICATION AND INSURANCE

4.1 Systems Indemnification. Systems shall indemnify, defend and hold harmless Client and Service Subscriber from and against, and in respect to, any and all liabilities, including reasonable attorneys' fees, that Client and Service Subscriber shall incur or suffer, which arise out of, result from or relate to any breach of, or failure by Systems to perform any of its representations, warranties, covenants or guarantees under this Agreement or in any schedule, certificate, attachment or other instrument furnished or to be furnished by Systems under this Agreement.

4.2 Client and Service Subscriber Indemnification. Client and Service Subscriber shall indemnify, defend and hold harmless Systems from and against, and in respect to, any and all liabilities, including reasonable attorneys' fees, that Systems shall incur or suffer, which arise out of, result from or relate to any breach of, or failure by Client and Service Subscriber to perform any of its representations, warranties, covenants or guarantees under this Agreement or in any schedule, certificate, attachment or other instrument furnished or to be furnished by Client and Service Subscriber under this Agreement.

4.3 Legal Defense. Systems shall not be responsible for the defense of any legal action arising out of any claim for payment under Service Subscriber's Health Plan. Service Subscriber agrees to defend, indemnify, and hold harmless Systems from any such claim. Systems agrees to cooperate with Service Subscriber by furnishing such evidence as it has available in connection with the defense of any such action. Service Subscriber and Systems shall notify each other promptly in writing of any changes in their respective ownership, any legal, administrative, or governmental actions initiated against them, or any other problem or occurrence which could materially affect their ability to perform their duties and obligations under this Agreement.

4.4 Systems Professional Liability Insurance. Systems has purchased and shall maintain, at its sole cost and expense, professional liability insurance covering

liabilities arising from the credentialing of Participating Physicians and its furnishing of utilization management and quality assurance services. Systems shall provide Service Subscriber with reasonable notice of any expiration and/or cancellation of such policy or policies.

4.5 Client and Service Subscriber General Liability Insurance. Client and Service Subscriber has purchased and shall maintain, at its sole cost and expense, comprehensive general liability insurance. Client and Service Subscriber shall provide Systems with reasonable written notice of any expiration and/or cancellation of such policy or policies.

4.6 Physician Professional Liability Insurance. Systems shall ensure that Participating Physicians shall maintain at all times during the term of this Agreement professional liability insurance coverage from a reputable insurer (which may include participation in a State sponsored liability fund) providing Participating Physicians with commercially reasonable amounts of coverage for any damages resulting from the rendering of, or failure to render, professional services by Participating Physicians or by any employee of Participating Physicians or other person for whose acts or omissions Participating Physicians are responsible. Participating Physicians shall agree with Systems to ensure that any Associated Health Professional with whom they contract shall maintain the professional liability coverage required by Systems for that class of provider.

5.0 TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the effective date specified in the Preamble and shall continue for one (1) year from the effective date. Thereafter, this Agreement shall be renegotiated at one (1) year intervals unless either party gives the other at least ninety (90) days written notice of termination prior to the end of the initial term or renewal term. Negotiation of Reimbursement Rates and subsequent updates are specific to and addressed with each Service Subscriber. Contractually supported increases, such as annual updates, are to be submitted to the Payor, at a minimum, 30 days prior to the effective date, with the written consent of the Service Subscriber.

5.2 Termination With Cause. In the event either party materially breaches this Agreement, such party shall not be in default until the non defaulting party serves written notice, specifying any such breach. If the party upon whom the notice is served fails to cure such breach within thirty (30) days, then, after the expiration of said thirty (30) day period, such party shall be deemed to be in default and this Agreement may be terminated by the party serving notice at any time thereafter.

5.3 Termination Without Cause. This Agreement may be terminated by either party at any time without cause by written notice given at least one-hundred twenty

(120) days in advance of the effective date of termination without the need for prior consent of or notice to any Covered Person, Participating Provider, or other third party. Any termination pursuant to this paragraph by any constituent of Systems shall not constitute a termination by any other constituent of Systems.

5.4 Procedure Upon Termination. In the event of termination of this Agreement by either party for any reason, all rights and obligations hereunder shall cease, with the exception of (i) those provided in this Section 5; (ii) those arising out of any and all indemnification provisions set forth in this Agreement; (iii) those that have theretofore accrued as a result of the operation of this Agreement. Notwithstanding the foregoing, Systems and Participating Providers shall continue to provide Covered Services to any Covered Person who is hospitalized at the time of termination until such Covered Person may reasonably be discharged. Service Subscriber and Covered Persons shall, to the extent provided in Service Subscriber's Health Plan and consistent with applicable law, remain liable for payment to Participating Providers, pursuant to the terms of this Agreement, including without limitation the terms of the Provider Compensation and Fee Schedule in effect at termination, for Covered Services furnished subsequent to such termination.

5.5 Non-abandonment of Patients. Nothing herein shall be construed as authorizing or permitting a Participating Provider to abandon any Covered Person or other person.

6.0 CONFIDENTIAL AND PROPRIETARY INFORMATION, TRADEMARKS AND COPYRIGHTS

6.1 Confidential and Proprietary Information. Each party acknowledges that a party disclosing Confidential and Proprietary Information shall at all times be and remain the owner of all such information disclosed by it, and that the party to which the Confidential and Proprietary Information is disclosed shall use its best efforts, consistent with the manner in which it protects its own Confidential and Proprietary Information, to preserve the confidentiality of any such information which such party knows or reasonably should know that the other party deems to be Confidential and Proprietary. Neither party shall use for its own benefit or disclose to third parties any Confidential and Proprietary Information of the other party without such other party's prior written consent.

6.2 Trademarks and Copyrights. The parties reserve the right to the control and use of their names and all symbols, trademarks, or service marks presently existing or later established, and Systems reserves any rights they have to control and use the names, symbols, trademarks or service marks of their Participating Providers. Neither party shall use the other party's name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier

of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address and telephone number in connection with the other party's obligations hereunder.

6.3 Medical Records. The parties shall maintain the confidentiality of the medical records of Covered Persons to the extent required by applicable law, and the release of any information reflected in such records shall require the consent of such Covered Person unless otherwise permitted or required under applicable law. Each party agrees to indemnify all other parties from and against any claim, liability, or damages resulting from that party's improper release or other breach of patient confidential information. Neither party shall be in breach of this Agreement for failure to supply information from medical records which cannot be supplied due to prevailing law or supplying such information required to be supplied under prevailing law.

6.4 Records. Payer shall maintain all information and records in its possession related to the participation of Covered Persons in Service Subscriber's Health Plan. Systems and their designated representatives shall have the right to inspect, review and make copies of such records upon request to facilitate medical care management and to aid in the performance of its various financial and administrative activities.

7.0 GENERAL PROVISIONS

7.1 Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address as designated on the signature page of this Agreement. Any notices shall occur during normal business hours which are 8:00 am to 5:00 pm Monday through Thursday and 8:00 am to 1:00 pm on Friday.

7.2 Non exclusivity. Nothing contained in this Agreement shall prevent Client and Service Subscriber, Systems, or any Participating Provider from participating in or contracting with any other Payer, employer, insurer, preferred provider organization, health maintenance organization or other alternative health delivery or insurance program.

7.3 Independent Contractors. None of the provisions of this Agreement is intended to create any relationship between Systems and Client or Service Subscriber other than that of independent entities contracting with each other hereunder solely for the purposes of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, employee or representative of the other. Neither Systems nor Client and Service Subscriber is authorized to speak on behalf of the other for any purpose whatsoever without its prior written consent. Nothing in this Agreement is intended to create any right of Client or Service Subscriber to intervene in any manner in the

methods or means by which Systems' Participating Providers render professional services to Covered Persons.

7.4 Fiduciary Relationship and ERISA. It is understood that Systems is not a named fiduciary, plan administrator, or fiduciary of Service Subscriber's Health Plan except as to the extent required by applicable law, and that, with respect to the provision of services by Systems under this Agreement, Systems shall not assume any obligations of Service Subscriber, any named fiduciary or the plan administrator under the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA") or the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"). In the event that Systems or any of its officers, directors, agents or employees are considered to be a plan administrator or fiduciary of a plan arising out of this Agreement, Client and Service Subscriber agrees that neither Systems, nor its officer, directors, agents, or employees will be liable for a breach of duty by a co-fiduciary, unless: (a) it or he or she participates knowingly in, or knowingly undertakes to conceal, an act or omission of such other fiduciary, knowing such act or omission is a breach; (b) its or his or her failure to comply with Section 404(a)(1) of ERISA in the administration of its or his or her specific responsibilities which give rise to its or his or her status as a fiduciary, has enabled the other fiduciary to commit a breach; or (c) it or he or she has knowledge of a breach by such other fiduciary and fails to make reasonable efforts to remedy the breach. If Service Subscriber is a qualified plan under ERISA, or represents such a plan, then Service Subscriber or other representative of the plan shall be responsible for ERISA compliance including, but not limited to, the following: preparation of Forms 5500 and/or 990; and preparation, distribution, and filing of a Summary Plan Description.

7.5 Amendments. Systems may modify this Agreement by providing written notice to Client of any proposed amendment. The failure of the Client to object in writing to any such proposed amendment within thirty (30) days of receipt of notice shall constitute acceptance. All other amendments or modifications to this Agreement shall be mutually agreed to in writing by Systems and Client.

7.6 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Florida without giving effect to its conflict of laws provisions.

7.7 Severability. If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

7.8 Transferability. This Agreement, being intended to secure the services of Systems and Client and Service Subscriber, shall not be assigned, subcontracted, delegated or transferred by either party without the prior written consent of the other.

7.9 Waiver. The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation herein set forth, shall not be construed as a waiver of any subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

7.10 Entire Agreement. This Agreement, including any Exhibits or Attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

7.11 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

7.12 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each constituent of Systems may assign its rights and responsibilities under this Agreement to any entity which controls, is controlled by, or is under common control with each constituent of Systems now or in the future, or which succeeds to its business through sale, merger, or other corporate transaction. Client and Service Subscriber may assign this Agreement only upon receipt of advance written consent of each constituent of Systems, which consent shall not be unreasonably withheld. For the purpose of this paragraph, "control" shall mean: (i) holding fifty percent (50%) or more of the outstanding voting securities of an entity; (ii) holding 50% of the memberships or voting rights in a not for profit corporation; (iii) having the contractual power presently to designate a majority of the directors of a corporation or, in the case of unincorporated entities, of individuals exercising similar functions, or (iv) in the case of an entity without outstanding voting securities, having the right to fifty percent (50%) or more of the profits of the entity or the right in the event of dissolution to fifty percent (50%) or more of the assets of the entity. Except as provided in this paragraph, neither party shall in any manner inconsistent with this Agreement, assign, subcontract or otherwise delegate its duties under this Agreement unless the other party shall so approve by prior written consent, which consent shall not be unreasonably withheld.

7.13 Exhibits. This Agreement incorporates multiple Exhibits as referenced herein and attached hereto, which set forth certain medical and health care, administrative,

and other services to be provided and compensation to be paid. To the extent that a conflict arises between the provisions of Exhibits , and this base Agreement, the provisions of the Exhibits shall control.

7.14 Other Agreements. This Agreement references and requires the creation of other agreements, particularly Participation Agreements, as defined herein. To the extent that a conflict arises between the provisions of such agreements and this Agreement, the provisions of this Agreement shall control.

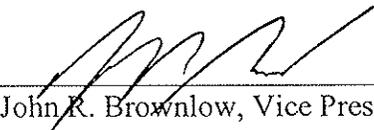
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

Employer's Mutual, Inc.
1000 Riverside Ave, Suite 400
Jacksonville, FL 32204

Florida Hospital Healthcare System, Inc.
601 E. Rollins Street, Box 158
Orlando, Florida 32803



Bill Hampel, VP, COO 9/17/02
Date



John R. Brownlow, Vice President 9/24/02
Date

SCHEDULE OF EXHIBITS

Exhibit 3.4A

Sample Physician Reimbursement Fee Schedule

Exhibit 3.4B

Reimbursement Rates

Florida Hospital Healthcare System, Inc.

Florida Hospital Waterman Healthcare System, Inc.

Florida Memorial Health Network, Inc. - Florida Hospital Fish
Memorial

Florida Memorial Health Network, Inc. - Memorial Health
Systems, Inc.

Florida Memorial Health Network, Inc. - Ancillary
Reimbursements