INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is entered into as of ________________, 2008 (the “Effective Date”), by and between ________________________, an individual (the “Contractor”), and COLORADO ANESTHESIA SERVICES, LLC, a Colorado limited liability company (the “Company”). Contractor and Company may hereinafter collectively be referred to as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Company wishes to engage Contractor as an independent contractor for Company for the purpose of completing certain specified tasks on the terms and conditions set forth below; and

WHEREAS, Contractor wishes to provide the Services (as defined below) in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES.

   (a) Of Contractor. Contractor agrees to do each of the following:

      (1) Perform the Services set forth in Exhibit A attached hereto and made a part hereof (collectively, the “Services”).

      (2) Devote as much productive time, energy, and ability to the performance of its duties hereunder as necessary to provide the required Services in a timely and productive manner.

      (3) Perform the Services in a safe, good, and customary manner.

      (4) Supply all tools, equipment, and supplies required to perform the work under this Agreement, except to the extent that Contractor’s work must be performed on or with a third party’s equipment.
(5) Provide services that are satisfactory and acceptable to Company.

(b) **Of Company.** Company agrees to do each of the following:

1. Engage Contractor as an independent contractor to perform the Services set forth in Exhibit A to this Agreement.

2. Provide relevant information to assist Contractor with the performance of the Services.

3. Satisfy all of Contractor’s reasonable requests to assist Contractor with the performance of the Services.

2. **NATURE OF RELATIONSHIP.**

(a) **Independent Contractor Status.** Contractor agrees to perform the Services hereunder solely as an independent contractor. The Parties hereto agree that Contractor is an independent contractor and that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Contractor is not required to work exclusively for Company, and Company shall not instruct Contractor as to how the Services shall be performed. Contractor will not make any representation of an employment relationship between Contractor and Company, and **Contractor shall have no claim against Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.** Nothing in this Agreement shall create any obligation between either Party and a third party.

(b) **Indemnification of Company by Contractor.** Company has entered into this Agreement in reliance upon information provided by Contractor, including Contractor’s express representation that Contractor is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. Should any regulatory body or court of competent jurisdiction find that Contractor is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based upon Contractor’s own actions, Contractor shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against Contractor and Company resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that should have been deducted from Contractor’s earnings had Contractor been on Company’s payroll and employed as an employee of Company.

(c) **NO WITHHOLDING OF BENEFITS.** CONTRACTOR EXPRESSLY AGREES THAT, AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR IS NOT ENTITLED TO ANY EMPLOYEE BENEFITS FROM
COMPANY, INCLUDING, BUT NOT LIMITED TO: ANY EMPLOYER
WITHHOLDINGS OR LIABILITY FOR TAXES; FICA; MEDICARE OR
MEDICAID; MEDICAL OR DISABILITY INSURANCE; VACATION OR LEAVE;
PENSION; WORKERS’ COMPENSATION INSURANCE; OR UNEMPLOYMENT
INSURANCE BENEFITS OR OTHER UNEMPLOYMENT COMPENSATION
(COLLECTIVELY “EMPLOYEE BENEFITS”). CONTRACTOR IS OBLIGATED TO
PAY FEDERAL AND STATE INCOME TAX ON ANY COMPENSATION PAID TO
CONTRACTOR HEREUNDER.

(d) NO WORKERS’ COMPENSATION BENEFITS. CONTRACTOR
HEREBY ACKNOWLEDGES AND AGREES THAT CONTRACTOR IS NOT
ENTITLED TO WORKERS’ COMPENSATION INSURANCE COVERAGE FROM
COMPANY. CONTRACTOR HEREBY INDEMNIFIES AND HOLDS COMPANY
AND ITS RESPECTIVE OFFICERS, PRINCIPALS, DIRECTORS AND EMPLOYEES
HARMLESS FROM AND AGAINST ANY LOSS BY COMPANY RELATING IN
ANY WAY TO CLAIMS FOR WORKERS’ COMPENSATION BENEFITS
MADE AGAINST COMPANY BY CONTRACTOR OR ANY EMPLOYEE OF
CONTRACTOR, INCLUDING, BUT NOT LIMITED TO, LEGAL FEES AND
EXPENSES INCURRED IN CONNECTION WITH DEFENDING AGAINST ANY
SUCH CLAIM.

3. TERM. The term of this Agreement shall begin on the date of this Agreement
and shall continue until terminated as hereinafter provided.

4. CONFIDENTIAL INFORMATION. Contractor agrees, during the Term and
thereafter, to hold in strictest confidence, and not to use, except for the benefit of Company,
or to disclose to any person, firm, or corporation without the prior written authorization of
Company, any Confidential Information of Company. “Confidential Information” means
any of Company’s proprietary information, technical data, trade secrets, or know-how,
including, but not limited to, research, product plans, products, services, customer lists,
markets, software, developments, inventions, processes, formulas, technology, designs,
drawings, engineering, hardware configuration information, marketing, finances, pricing
structures, compensation structures, or other business information disclosed to Contractor by
Company either directly or indirectly. Contractor may use the Confidential Information to the
extent necessary for negotiations, discussions, and consultations with Company personnel or
authorized representatives or for any other purpose Company may hereafter authorize in
writing.

5. REPRESENTATIONS AND WARRANTIES.

(a) The Parties each represent and warrant as follows:

(1) Each Party has full power, authority, and right to perform its
obligations under the Agreement.
(2) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors’ rights generally and equitable remedies).

(3) Entering into this Agreement will not violate the charter or bylaws of either Party, if applicable, or any material contract to which that Party is also a party.

(b) Contractor hereby represents and warrants as follows:

(1) Contractor has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.

(2) Contractor shall perform the Services required by this Agreement at the place or location, and at such times as agreed upon by the parties in Exhibit A, attached hereto and incorporated by this reference.

(3) The Services shall be performed in accordance with prevailing certified registered nurse anesthetist standards and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations.

(4) The Services shall be performed in accordance with all written policies of any health care facility where Contractor performs Services under the terms of this Agreement.

(5) The Services required by this Agreement shall be performed by Contractor, and Company shall not be required to hire, supervise, or pay any assistants to help Contractor perform such services.

(6) Contractor is responsible for paying all ordinary and necessary expenses Contractor incurs in performing the Services.

(7) Contractor is not: (i) currently an employee of HCA-HealthONE LLC, d/b/a Rose Medical Center ("Rose Medical Center"); (ii) a previous employee of Rose Medical Center who is not eligible for rehire; (iii) currently on Rose Medical Center’s “Do Not Send” list; or (iv) a previous employee of Rose Medical Center whose employment with Rose Medical
Center terminated within twelve (12) months prior to the effective date of this Agreement.

(8) Contractor is legally authorized to work in the United States and shall provide any and all written documentation to support such certification upon request from Company.

(9) Contractor has not: (i) been convicted of any felony; (ii) been convicted of any misdemeanor related to the provision of CRNA services; (iii) had a guardian, trustee or conservator of Contractor’s person or estate appointed by a court of competent jurisdiction; (iv) had Contractor’s license, certification, registration or privilege required to perform the Services contemplated by this Agreement suspended, revoked or otherwise limited at any time in the last ten (10) years; or (v) had Contractor’s eligibility to participate in state and federal health care plans or programs limited in any way. This shall be an ongoing representation and warranty during the term of this Agreement, and Contractor shall immediately notify Company of any change in the status of the representations and warranties set forth in this section.

(10) Contractor is not: (i) currently excluded, debarred or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. § 1320a-7b-(f) (the “Federal Healthcare Programs”); (ii) convicted of a criminal offense related to the provision of healthcare items or services, but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal Healthcare Programs; and (iii) under investigation or otherwise are of any circumstances which may result in Contractor’s being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Contractor shall immediately notify Company of any change in the status of the representations and warranties set forth in this section.

(c) Company hereby represents and warrants as follows:

(1) Company will make timely payment of amounts owed to Contractor under this Agreement as provided in Exhibit A.

(2) Company shall provide such other assistance to Contractor as Company deems reasonable and appropriate.
6. **PAYMENT FOR SERVICES.**

   (a) **Terms and Conditions.** Company shall pay Contractor in accordance with the terms and conditions set forth in **Exhibit A**.

   (b) **No Payments in Certain Circumstances.** Notwithstanding the foregoing, no payment shall be payable to Contractor under any of the following circumstances:

      (1) if prohibited under applicable government law, regulation, or policy;

      (2) if Contractor did not directly perform or complete the Services described in **Exhibit A**;

      (3) if Contractor did not perform the Services to the reasonable satisfaction of Company;

      (4) if Contractor violates any of the material terms, representations or warranties herein during the period of performance of the Services; or

      (5) if the Service performed occurred after the expiration or termination of the Term of this Agreement, unless otherwise agreed in writing.

   (c) **No Other Payments.** The payments set out above shall be Contractor’s sole payment for the provision of the Services under this Agreement.

   (d) **Expenses.** Any expenses incurred by Contractor in the performance of this Agreement shall be Contractor’s sole responsibility.

   (e) **TAXES.** CONTRACTOR IS SOLELY RESPONSIBLE FOR PAYMENT OF ALL INCOME, SOCIAL SECURITY, EMPLOYMENT-RELATED, OR OTHER TAXES INCURRED AS A RESULT OF THE PERFORMANCE OF THE SERVICES BY CONTRACTOR UNDER THIS AGREEMENT AND FOR ALL OBLIGATIONS, REPORTS, AND TIMELY NOTIFICATIONS RELATING TO SUCH TAXES. COMPANY SHALL HAVE NO OBLIGATION TO PAY OR WITHHOLD ANY SUMS FOR SUCH TAXES.

7. **NO CONFLICT OF INTEREST; OTHER ACTIVITIES.** Contractor hereby warrants to Company that, to the best of its knowledge, Contractor is not currently obliged under an existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term, Contractor is free to engage in other independent contracting activities; provided, however, Contractor shall not accept work, enter into contracts, or accept
obligations inconsistent or incompatible with Contractor’s obligations, the scope of Services to be rendered for Company pursuant to this Agreement, or the provisions of this Agreement.

8. COVENANT NOT TO COMPETE.

(a) Restrictions. For a period of twelve (12) months from the date of termination of Contractor's engagement with Company and during the term of this Agreement, for and in consideration of this Agreement, and in order to properly protect and safeguard Company's trade secrets, including, but not limited to, billing structure, market strategies, marketing techniques, internal and external communication methods, scheduling methods, customer lists of past, present and prospective customers, Contractor agrees that Contractor will not, directly or indirectly, on Contractor's own account or as an employee, independent contractor, consultant, partner, owner, member, officer, director or stockholder of any other firm, partnership, limited liability company, corporation or other entity, conduct, engage in, be connected with, have any interest in or aid or assist anyone else in engaging in a consulting or certified registered nurse anesthetist business which competes with Company in the locations detailed in Section 8(b) below. If the time period limitation set forth herein is deemed to be unreasonable, Company and Contractor agree to abide by the maximum time period limitation decided by a court of competent jurisdiction.

(b) Location Limitation. Due to the scope of Company's customers and their businesses, the location limitation within which Contractor shall not compete as set forth in paragraph (a) of this covenant not to compete is Rose Medical Center in Denver, Colorado, and any other hospital or medical facility where Contractor provides the Services pursuant to this Agreement. If the location limitation as set forth herein is deemed to be unreasonable, Company and Contractor agree to abide by the maximum limitation decided by a court of competent jurisdiction.

(c) Acknowledgments. Contractor hereby acknowledges that the term of this covenant not to compete is a minimum period of time, and that due to Company's customers, the area of restriction is reasonable and necessary in order to protect Company.

(d) Remedies. Contractor further agrees that damages cannot reasonably compensate Company in the event of a violation of this covenant and that it would be difficult to ascertain the lost profits which would be suffered and that, by reason thereof, injunctive relief is essential for the protection of Company. Accordingly, Contractor hereby agrees and consents that in the event of any such breach or violation, Company may obtain such injunctive relief in order to prevent a continued violation of the terms of this Agreement. Contractor further agrees that Company may obtain, ex parte, a temporary restraining order and temporary and permanent injunctions against Contractor without necessity of advance notice to Contractor or the posting of a bond or other security. The foregoing shall not limit Company in the pursuit of other remedies it may have, e.g., damages. Contractor expressly waives all claims for damages by reason of the wrongful issuance of any such injunction, whether it be in the form of a temporary restraining order or temporary or permanent
injunction. Said relief, if necessary, may be obtained from the District Court for the State of Colorado, the District Court for the City and County of Denver, or any other court of competent jurisdiction, and Contractor consents to venue in the District Court for the City and County of Denver.

(e) **Severability.** No waiver of any breach or violation hereof shall be implied from forbearance or failure by Company to take action thereon. The parties desire and intend that the provisions of the covenant be enforced to the fullest extent permissible under the laws and the applicable public policies of the State of Colorado. Accordingly, the terms of this covenant are determined to be severable, and if any particular portion is adjudicated or determined to be invalid or unenforceable, such determination shall only apply to that portion of the Agreement and the balance of this Agreement shall nevertheless be enforceable to the fullest extent permissible under state and federal laws and public policies.

(f) **Survival.** The terms of this Section 8 shall begin on the date of this Agreement first stated above and shall survive the termination of this Agreement.

9. **AGREEMENT NOT TO SOLICIT CUSTOMERS.**

(a) **Non-Solicitation of Customers.** Contractor agrees that, during the term of this Agreement and for a period of twenty four (24) months immediately following Contractor's voluntary or involuntary termination of Contractor's engagement with Company for any reason whatsoever, Contractor shall not directly or indirectly: (i) solicit, induce or accept business of any customer of Company, or such customers' successors, directly or indirectly in competition with the businesses conducted by Company at any time during the term of this Agreement; or (ii) request or advise any employee, independent contractor or customer of Company, or such customer's successors, to withdraw, curtail or cancel any such employee's, independent contractor or customer's relationship or business with Company.

(b) **Acknowledgments.** Contractor acknowledges that the term of this non-solicitation agreement is a minimum period of time reasonable and necessary in order to protect Company.

(c) **Remedies.** Contractor further agrees that damages cannot reasonably compensate Company in the event of a violation of this non-solicitation agreement and that it would be difficult to ascertain the lost profits which would be suffered and that, by reason thereof, injunctive relief is essential for the protection of Company. Accordingly, Contractor agrees and consents that in the event of any such breach or violation, Company may obtain such injunctive relief in order to prevent a continued violation of the terms of this Agreement. Contractor further agrees that Company may obtain, ex parte, a temporary restraining order and temporary and permanent injunctions against Contractor without necessity of advance notice to Contractor or the posting of a bond or other security. The foregoing shall not limit Company in the pursuit of other remedies it may have, e.g., damages. Contractor expressly waives all claims for damages by reason of the wrongful issuance of any such injunction,
whether it be in the form of a temporary restraining order or temporary or permanent injunction. Said relief, if necessary, may be obtained from the District Court for the State of Colorado, the District Court for the City and County of Denver, or any other court of competent jurisdiction, and Contractor consents to venue in the District Court for the City and County of Denver.

(d) **Term of Restriction/Survival.** The term of this Section 9 shall begin on the date of this Agreement first stated above and shall survive the termination of this Agreement.

10. **TERMINATION.** This Agreement may be terminated:

(a) By Contractor on provision of sixty (60) days’ written notice to Company, with or without cause.

(b) By Company on provision of thirty (30) days’ written notice to Contractor, with or without cause.

(c) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party’s material breach is not cured within five (5) days of receipt of written notice thereof.

(d) By Company at any time and without prior notice, if Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of Company, fails to keep Contractor’s representations or warranties contained herein, or is guilty of misconduct in connection with performance of the Services under this Agreement.

Following the termination of this Agreement for any reason, Company shall promptly pay Contractor according to the terms of **Exhibit A** for Services rendered before the effective date of the termination. Contractor acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

11. **RETURN OF PROPERTY.** Within five (5) days of the termination of this Agreement, whether by expiration or otherwise, Contractor agrees to return to Company all Company products, samples, models, or other property and all documents, retaining no copies or notes, relating to Company’s business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, billing forms, billing documentation, and all other materials and all copies of such material obtained by Contractor during and in connection with its independent contractor relationship with Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to Company’s business, whether
prepared by Contractor or otherwise coming into its possession, shall remain Company’s exclusive property.

12. INDEMNIFICATION.

(a) Of Company by Contractor. Contractor shall indemnify and hold harmless Company and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, causes of action and judgments, including, without limitation, reasonable attorneys’ fees and disbursements (collectively, the “Claims”) that any of them may suffer from or incur and that arise, directly or indirectly, by or as a result of Contractor’s action or inaction or Contractor’s breach of any of its obligations, agreements, or duties under this Agreement.

(b) Of Contractor by Company. Company shall indemnify and hold harmless Contractor from and against all Claims that Company may suffer from or incur that arise or result primarily from Company’s operation of its business.

13. USE OF TRADEMARKS. Contractor recognizes Company’s right, title, and interest in and to all service marks, trademarks, and trade names used by Company and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair Company’s right, title, and interest therein, nor shall Contractor cause diminishment of value of the said trademarks or trade names through any act or representation. Contractor shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, whether by expiration or otherwise, Contractor shall cease to use all of Company’s trademarks, marks, and trade names.

14. MODIFICATION. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

15. ASSIGNMENT. Company may assign this Agreement freely, in whole or in part. Contractor may not, without the written consent of Company, assign, subcontract, or delegate its obligations under this Agreement.

16. SUCCESSORS AND ASSIGNS. All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

17. FORCE MAJEURE. A Party shall be not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood,
explosion, strike, riot, war, terrorism, or similar event beyond that Party’s reasonable control (a “Force Majeure Event”); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

(a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and

(b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

18. **NO IMPLIED WAIVER.** The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party’s right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

19. **NOTICE.** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to Contractor:

________________________________________
________________________________________
________________________________________

If to Company:

Colorado Anesthesia Services, LLC
c/o Dr. Fadi Nasrallah
P. O. Box 6277
Aurora, CO  80045

20. **ARBITRATION.** The parties desire to resolve any disputes as quickly as possible. In the event that any matter is not resolved within twenty (20) days of written notice, the matter shall proceed to binding arbitration as hereinafter provided. Any action, dispute, claim or controversy between the parties, whether sounding in contract, tort or otherwise (“Dispute”) shall be resolved by binding arbitration as hereinafter provided. Such Disputes shall be resolved by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201, et seq., as then in effect by a single arbitrator. Any arbitrator selected under this section shall be knowledgeable in the subject matter of the Dispute and shall be
selected by the parties, the District Court in the City and County of Denver, or any private organization providing such services. In the event the parties cannot agree upon an arbitrator, they shall apply to the Chief Judge of the City and County of Denver for appointment of a qualified arbitrator. The arbitrator’s award shall be entered as a judgment in the City and County of Denver. In the event of any inconsistency between such rules and these arbitration provisions, these provisions shall supersede such rules. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding under this section. The parties shall be entitled to conduct discovery as if the Dispute were pending in a District Court in the State of Colorado. In any arbitration proceeding subject to these provisions, the arbitrator is specifically empowered to decide pre-hearing motions that are substantially similar to pre-hearing motions to dismiss and motions for summary adjudication. Judgment upon the award rendered may be entered in any court having jurisdiction. The provisions of this section shall survive any termination, amendment or expiration of the Agreement in which this section is contained, unless the parties otherwise expressly agree in writing. The cost of the arbitrator shall be born equally by the parties. THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY RIGHT TO TRIAL BY JURY IS WAIVED BY THIS AGREEMENT TO SUBMIT TO BINDING ARBITRATION. The parties also agree that binding arbitration must be completed within sixty (60) days of the demand for arbitration to minimize any loss or damages caused by any Dispute.

21. GOVERNING LAW/ATTORNEYS’ FEES. This Agreement shall be governed by the laws of the State of Colorado. In the event that any arbitration or litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party’s reasonable attorneys’ fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

22. COUNTERPARTS/ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

23. SEVERABILITY. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

24. ENTIRE AGREEMENT. This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter
hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

25. **HEADINGS.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Contractor:

_______________________________________

Print Name______________________________

Company:

COLORADO ANESTHESIA SERVICES, LLC
a Colorado limited liability company

By_____________________________________

Print Name______________________________

Title____________________________________
Exhibit A

DUTIES, SPECIFICATIONS, AND COMPENSATION

1. CONTRACTOR'S RESPONSIBILITIES.

   (a) Coverage Responsibilities. Contractor shall provide its CRNA services under this Agreement at such times agreed upon by the parties hereto and necessary for the Company to fulfill its contractual obligations with HCA-HealthONE LLC, d/b/a Rose Medical Center (“Rose Medical Center”) which includes 24-hour-per-day coverage for 365 days per year. Scheduling of times for Contractor's services shall be developed by the Company and will include 24-hour coverage periods as the most common coverage period. Contractor shall cover no less than six (6) twenty-four (24) hour coverage periods in any calendar month unless otherwise scheduled by Company. Notwithstanding anything in this Agreement to the contrary, and excepting only for emergencies, failure of Contractor to provide the Services for any twenty-four (24) hour coverage period or portion of any twenty-four (24) hour coverage period without twenty-four (24) hours’ notice to Company shall be a material default, and Company may, in Company’s sole discretion, immediately terminate this Agreement.

   (b) Continuing Education. Contractor shall maintain current active membership, including meeting all continuing medical education requirements to keep Contractor's licensure in good standing. All costs associated with maintaining active membership shall be borne solely by Contractor.

   (c) Certifications. Contractor shall maintain such current certifications as required for valid CRNA licensure and as may from time to time be required by Rose Medical Center.

   (d) Compliance with Rules and Regulations. Contractor shall abide by all rules and regulations governing health practitioners of each facility at which Contractor provides services.

2. SPECIFICATIONS. The Parties agree to the following additional specifications about the Services to be provided:

   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________

3. PAYMENT FOR SERVICES.

   (a) Payment for the Services shall be as follows:
(1) $80.00 per hour for coverage periods or portions of coverage periods occurring the hours of 6:30 a.m. to 6:30 p.m., Monday through Friday, excluding the following holidays: Independence Day, Christmas Day, Thanksgiving Day, New Year’s Day, Labor Day, Memorial Day, Christmas Eve and New Year’s Eve.

(2) $85.00 per hour for coverage periods or portions of coverage periods occurring the hours of 6:30 p.m. to 6:30 a.m., Monday through Friday, excluding the following holidays: Independence Day, Christmas Day, Thanksgiving Day, New Year’s Day, Labor Day, Memorial Day, Christmas Eve and New Year’s Eve.

(3) $85.00 per hour for coverage periods or portions of coverage periods occurring the hours of 6:30 p.m. on Friday to 6:30 a.m. on the following Monday, excluding the following holidays: Independence Day, Christmas Day, Thanksgiving Day, New Year’s Day, Labor Day, Memorial Day, Christmas Eve and New Year’s Eve.

(4) $96.00 per hour for coverage periods or portions of coverage periods occurring the hours of 6:30 a.m. on the actual day of the holidays detailed in this Section (a)(4) until 6:30 a.m. on the day immediately following such holidays. These holidays are: Labor Day, Memorial Day, Independence Day, Christmas Eve and New Year’s Eve.

(5) $120.00 per hour for coverage periods or portions of coverage periods occurring the hours of 6:30 a.m. on the actual day of the holidays detailed in this Section (a)(5) until 6:30 a.m. on the day immediately following such holidays. These holidays are: Christmas Day, Thanksgiving Day and New Year’s Day.

(b) Company shall pay Contractor on the last business day of each calendar month for the previous month’s Services. By way of example, payment for Services performed in the month of October shall be paid to Contractor on the last business day of November. Prior to and as a condition of such payment, Contractor shall submit an invoice to Company for each period of time that Contractor provided Services during the previous month, including the date and time of the Services provided and a verification and signature by the approved representative from Rose Medical Center for the relevant time period.
By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A.

**Contractor:**

______________________________

Print Name________________________

**Company:**

COLORADO ANESTHESIA SERVICES, LLC
a Colorado limited liability company

By______________________________

Print Name________________________

Title______________________________