

**BILLING DISPUTE EXTERNAL REVIEW PROCESS
DISPUTE RESOLUTION AGREEMENT**

THIS DISPUTE RESOLUTION AGREEMENT (this "Agreement") is entered into _____, 2008 by and between HIGHMARK INC., a Pennsylvania corporation, on its own behalf and on behalf of all of its wholly-owned subsidiaries (collectively, "Highmark"), and _____ ("Provider").

RECITALS

WHEREAS, Highmark and Provider previously entered into one or more participating provider agreements with Highmark whereby Provider agreed to render certain professional services to members of Highmark and other entities covered thereunder; and

WHEREAS, Highmark has a Medical Review Committee ("MRC") (as required by 40 Pa.C.S. § 6324(c)) to render final and binding decisions as to disputes between Highmark and health service doctors such as Provider; and

WHEREAS, Highmark entered into that certain Settlement Agreement dated as of October 19, 2007 as to the Love class action litigation filed on behalf of Provider and other medical doctors and doctors of osteopathy (the "Love Settlement Agreement"); and

WHEREAS, Section 7.36(b)(iii) of the Love Settlement Agreement states that Provider may resolve any dispute governed by Section 7.10 of the Love Settlement Agreement via any dispute resolution process stipulated therein or via the MRC (but may not utilize both of said dispute resolution processes); and

WHEREAS, Section 7.10 of the Love Settlement Agreement provides for a Billing Dispute External Review Process to resolve dispute between Highmark and physicians concerning the application of Highmark's coding and payment rules and methodologies for fee for service claims (the "BDERB"); and

WHEREAS, Highmark has alleged that certain overpayments were made to Provider in connection with _____ rendered by Provider from _____ until _____ and Provider disputes such overpayment (the "Dispute"); and

WHEREAS, in lieu of resolving the Dispute via the MRC, Provider desires to submit the Dispute to the BDERB, the decision of which shall be final and binding upon Highmark and Provider as well as non-appealable by either Highmark or Provider.

NOW, THEREFORE, intending to be legally bound hereby, Highmark and Provider do hereby agree as follows:

1. Highmark and Provider agree to fully and finally resolve the Dispute by submitting the Dispute to the BDERB. The determination or decision of the BDERB as to the Dispute shall be final and binding upon Highmark and Provider as well as non-

appealable by either Highmark or Provider.

2. Highmark and Provider agree that, as a result of this Agreement, neither party will submit the Dispute to the MRC, any other dispute resolution processes available under the Love Settlement Agreement, or a court of law or other body for a conclusive determination, decision or resolution. Highmark and Provider agree that the BDERB shall be the sole and exclusive remedy for resolving the Dispute and do hereby waive any rights as to the MRC with respect thereto or otherwise available under the Love Settlement Agreement as well as waives any right to commence litigation in a court of law or otherwise as to the Dispute.
3. The external BDERB vendor will notify Provider and Highmark of the commencement of the BDERB process and the BDERB's determination as to the Dispute.
4. The resolution of the Dispute by the BDERB shall be in accordance with Section 7.10 of the Love Settlement Agreement. The cost of the BDERB shall also be determined in accordance with said Section 7.10. The Love Settlement Agreement is available to Provider. An additional copy shall be provided to Provider by Highmark upon written request.
5. This Agreement supersedes any prior or contemporaneous agreement by Highmark and Provider as to resolving the Dispute and may only be revoked or modified in a written document signed by both of the parties hereto.
6. Highmark and Provider understand and agree that by signing this Agreement, they are each giving up their respective rights to a jury trial, any MRC rights, and any other rights as to the Dispute under the Love Settlement Agreement.
7. This Agreement and the decision of the BDERB as to the Dispute shall be binding upon the successors and assigns of Highmark and Provider.
8. The recitals to this Agreement are hereby incorporated into the Agreement by this reference thereto.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the day and year first written above.

HIGHMARK INC.

By: _____

Name: _____

Its: _____

Provider Name: _____

Office Contact Name: _____

Telephone #: _____