

## EXHIBIT D

### Provider Compensation Schedule

Compensation: Provider compensation is computed based on the number of days Provider Employees work during designated month, multiplied by their Daily Rate of Pay set forth in Exhibit C.

- Provider shall invoice Entity monthly (i) at agreed-upon offered contractual salary for internal Provider Employee's or Provider Employees that previously worked at Entity, or (ii) at agreed-upon offered contractual salary for Provider Employees that did not previously work at Entity.
- For Provider Employees who are flexible rate employees (collectively "Part-time Provider Employees"), Provider will invoice the Entity every two (2) weeks at their applicable respective Daily Rate of Pay plus a Service Fee of 6.5% plus Direct Payroll Costs. Provider agrees that it will not invoice the Entity for Part-Time Provider Employees' utilization of accrual leave and will absorb the payroll for accrued time within the Service Fee.

Extra Compensation: Entity shall pay Provider for Provider Employees that have qualified for bonus or similar extra compensation. Provider shall invoice Entity, for agreed-upon Extra Compensation for Provider Employees. The method and timing of payment of such "Added Service Pay" shall be in accordance with the performance of such service.

Service Fee/Direct Payroll Costs: In addition to the payments for work performed and extra factor/incentive pay, Entity shall pay Provider a service fee equal to four percent (4%) and all applicable direct payroll costs (e.g., Social Security, FICA & Medicare, AZ Unemployment, Federal Unemployment, Worker's Compensation (professional/classified)).

Reimbursement:

- (a) Entity shall reimburse Provider for mileage, travel, conferences and other out-of-pocket expenses incurred by Provider Employees, but only if such expenses are approved (prior to the expense being incurred) by the Provider and Entity. To obtain such reimbursement, Provider Employees must submit a written claim for reimbursement to Entity. Entity shall forward the claim to Provider. Provider shall reimburse the Provider Employee and include the amount of the reimbursement on Provider's invoice to Entity.
- (b) Entity will reimburse Provider for Provider's out-of-pocket costs to provide Medical Insurance coverage to Provider Employees pursuant to Section 5(c) of this Agreement.

Vacation/Sick/Bereavement Leave Days: Entity shall provide Provider Employees with the same number of leave days as are made available to Entity's other personnel in the same classification.

Electronic Access: Entity shall provide each Provider Employee access to electronic and technological tools allowing for participation and function of normal Entity duties (e.g., Kronos, computer hardware and software, e-mail, internet, cell phones, etc.). Provider Employees shall reimburse Entity directly for all charges incurred as the result of personal use of Entity cell phones. Provider Employees agree to follow all Entity guidelines and policies regarding use of the same.