



BEYOND MED PLANS INC.
PROVIDER AGREEMENT – REQUIREMENTS

This Provider Agreement Requirements (hereinafter "Agreement") is entered into this ___ day of ___, 20___, (hereinafter effective date) by and between Beyond Med Plans Inc. and its affiliates (hereinafter collectively "BMP") and ___ (hereinafter "Provider"). BMP and Provider may be referred to herein individually as a "Party" and collectively as the "Parties." Now, therefore the Parties do mutually covenant and agree as follows:

- 1. BMP is a discount plan organization network. Provider is a physician who is licensed to provider his/her/their advertised medical services in accordance with applicable law including any applicable medical personnel.
2. The Provider hereby agrees to provide to any and all BMP eligible members a discount off the Provider's registered fees as they relate to the corresponding medical services provided to the eligible BMP member. The recommended discount percentage is twenty percent (20%).
3. The Provider, from time to time, may be asked by BMP, to confirm and/or update the Provider's fee schedule corresponding to all services that are provided to BMP members
4. All discounted fees towards services provided to BMP eligible members will be established at treatment planning/consultation visit or first medical service visit should they coincide. Should Provider's fee schedule increase during the course of a previously treatment planned/initiated medical service provided to a BMP eligible member, the discounted fee prior to the Provider fee schedule increase shall take precedence
5. The Provider hereby allows BMP the right to publish, advertise, and print Provider's name, contact information and medical specialty. This is done in an effort to promote Provider to BMP eligible members for the purpose of providing corresponding medical services aligned with the Provider's medical specialty to BMP eligible members.
6. The Provider agrees to have in full force and effect professional liability insurance in an amount not less than two hundred thousand dollars per claim and six hundred thousand dollars annual aggregate coverage and larger amounts as may be required by law OR any Professional Liability coverage as outlined by any and all state regulations.
7. The Provider agrees to adhere to all BMP rules and protocols as outlined in the Addendum.
8. This Agreement and the attachments hereto, constitute the entire understanding of the Parties and may be amended or modified only in writing signed and approved by the Parties, unless otherwise permitted herein. BMP may modify this Agreement upon thirty (30) days advance written notice to Provider. If Provider does not object in writing to BMP regarding the modification, Provider's silence shall constitute acceptance of such modification.

Provider NPI: _____

Amount of Discount Offered _____%

What products will be discounted: _____

Provider

BMP

Print Name

Print Name

Signature

Signature

Address

80 SW 8th Street, Suite 2000
Miami, FL 33130

Address

Please e-mail to Gary@beyondmedplans.com

**BEYOND MED PLANS INC. ("BMP")
PARTICIPATING MEDICAL PROVIDER AGREEMENT ADDENDUM (the "Addendum")**

SECTION 1: SCOPE OF AGREEMENT

1.1 BMP. BMP is a discount plan organization (or similar type of entity where applicable) licensed pursuant to any and all regulatory requirements outlined in the particular state within which its business is being transacted. BMP also develops, manages, and leases networks of Medical physicians, osteopathic physicians, ancillary medical services (herein known as "Providers").

1.2. Provider. Provider is a physician who is licensed to provide his/her/their advertised medical services (ex. M.D., D.O., O.D., P.A., etc...) in accordance with applicable Law and who is practicing within the scope of such license, including any medical personnel and technicians recognized by the medical profession who act as, with, or assist Provider. Provider may be a sole practitioner, medical group, professional corporation, independent practice association, professional association, partnership, or organization employing or otherwise engaging one or more medical providers who are willing to provide to Enrollees those Covered Services as listed in the Fee/discount Schedule.

SECTION 2: DEFINITIONS

The following terms are used, and may appear capitalized or in their singular or plural forms, throughout this Addendum. This Addendum together with the Provider Agreement Requirements executed between the applicable Provider and BMP shall be known as the "Agreement".

Affiliate – With respect to any person: (a) directly or indirectly (through one or more intermediaries) controlling, controlled by or under common control with any other natural person, corporation, partnership, joint venture, association or other business or legal entity; (b) owning or controlling ten percent (10%) or more of the outstanding voting securities or beneficial interests of any other natural person, corporation, partnership, joint venture, association or other business or legal entity; or (c) an officer, director, partner or member, or a member of the immediate family of an officer, director, partner or member, of any other natural person, corporation, partnership, joint venture, association or other business or legal entity.

Conformance Request – A written request by BMP to Provider requiring the correction of any performance involving Provider that does not conform to, or is a material breach of, the provisions of this Agreement, or the Protocols of BMP.

Covered Service – A medical service, or supply under the applicable Plan for which an Enrollee is eligible pursuant to the medical discount Contract.

Discount – the amount of percentage discount that will be given to Enrollees who receive select elective, voluntary and/or cosmetic medical treatments under the Plan or listed on any applicable Fee Schedule.

Emergency Medical Condition – A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medical conditions, could reasonably expect the absence of immediate medical treatment to result in:(i) excessive bleeding, swelling, and/or fever; (ii) escalation of acute infection; and/or (iii) debilitating pain preventing the person from functioning in the capacity of his/her job or day-to-day living.

Emergency Services – services that are (i) furnished by a provider qualified to furnish emergency services; and (ii) needed to evaluate or stabilize an emergency medical condition.

Enrollee – Any individual who is enrolled in any Plan administered by BMP and who is eligible to receive Covered Services as provided herein, including dependents if so elected in the Medical Discount Contract.

Enrollee Expense – The amount, required to be paid by the Enrollee to Provider as payment for Covered Services at the time Covered Services are rendered, in accordance with the applicable Medical Discount Contract.

Enrollee Grievance Program – A program developed and implemented by BMP, or its designee, to allow Enrollees to present complaints and grievances related to quality of care, and coverage disputes, and the procedures through which effective resolution is sought.

Fee Schedule – The schedule established by BMP that sets forth the payment that Provider has agreed to accept as payment in full for providing a Covered Service to any Enrollee. Different Fee Schedules/Discounts may apply to different Service Delivery Sites, depending on the geographical location of the Service Delivery Site. If a Provider has more than one Service Delivery Site, only the Fee Schedule provided by BMP for a particular Service Delivery Site will apply for Covered Services rendered at that particular Service Delivery Site.

Law – Any federal, state, or local constitution, charter, act, statute, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United State of America, or of any state, agency, department, authority, political subdivision, or other instrumentality thereof, or a decree, judgment, or order of a court.

Medical Discount Contract – The entire contract, which may include, but is not limited to, the application; the group contract; the certificate, handbook, or other document evidencing Enrollee's coverage; and any applicable schedule summarizing Enrollee Expenses/discounts, exclusions and limitations, entered into between BMP and the Organization or Enrollee specifying the terms and conditions of coverage under the particular Medical Discount Contract.

MORG – The Medical Office Reference Guide, or MORG, outlines Protocols, and may include typical Fee Schedules related to the Plans offered by BMP within the geographic area of the Service Delivery Site(s).

Necessary Medical Care – Shall be defined by BMP in the exercise of its sole discretion, and shall include due consideration of whether services are (i) consistent, specific and individualized with the symptoms, clinical findings or diagnosis and treatment of an Enrollee's condition, disease, ailment or injury; (ii) appropriate with regard to standards of good medical practice within the surrounding community; (iii) not solely for the convenience of the Enrollee, Enrollee's caretaker, Provider, or other medical care provider; and (iv) the most appropriate supply or level of service which can be safely provided to the Enrollee.

Non-Covered Services – A medical service or supply under the applicable Medical Discount Contract/Plan for which an Enrollee is not eligible. The Enrollee shall be responsible for payment to Provider for all such services.

Organization – The group or employer that has entered into, or will enter into, a Medical Discount Contract with BMP for the Plans of its members or employees.

Participating Provider – A medical provider with whom BMP has entered into an agreement to render Covered Services to Enrollees, whose credentials have been verified by BMP, and who has been officially added to the BMP medical provider network.

Plan – the BMP discount plan organization plan which offers Enrollees certain discounts off of elective, voluntary or cosmetic medical treatments, as governed by the Medical Discount Contract.

Protocol – Programs, policies, procedures, guidelines, and rules adopted by BMP, or its designee, to be followed by Provider in rendering services and doing business under this Agreement. Protocols may include, but are not limited to, credential verification, Utilization Management Programs, Quality Management Programs, Enrollee Grievance Programs, provider reporting, or other similar programs or procedures.

Quality Management Program – A program developed and implemented by BMP, or its designee, to measure and evaluate the quality of care provided by providers to Enrollees, including the implementation of corrective action, when necessary, to assure the provision of quality care and compliance with all applicable Laws concerning the provision of medical services to Enrollees.

Service Delivery Site – A medical office or other facility in which Provider renders medical services to Enrollees.

Usual and Customary – The amount charged, or the amount determined to be the prevailing charge, whichever is less, for a particular professional service within the geographic area in which it is performed. Prevailing charges are determined through national or BMP databases that specifically assess medical practices and their fees as they relate to a geographic area.

Utilization Management Program – A program developed and implemented by BMP, or its designee, to provide quality medical care and outcomes that meet community standards and the standards established under the Quality Management Program in the most cost-effective manner by ensuring the appropriate allocation of medical services provided to Enrollees.

SECTION 3: CREDENTIALING

3.1. Cooperation. Provider’s professional credentials must be approved by BMP. Provider must cooperate with BMP throughout the following:

1. initial credentialing, which shall occur upon signing of this Agreement;
2. credential monitoring; and
3. re-credentialing, which shall occur at least every three (3) years.

Updating expiring documentation will occur as needed. Information supplied by Provider during credentialing, monitoring, and re-credentialing is incorporated herein by reference.

3.2. Notification. Provider is obligated to maintain licensure and credentials sufficient to meet BMP’s credentialing verification program requirements. Provider shall notify BMP of any change in the status of information relating to Provider’s professional credentials and shall immediately notify BMP if any of the grounds for termination listed in Section 16 occur. BMP shall notify Provider in the event approval of Provider’s credentials have been revoked or suspended by BMP.

3.3. Additional Physicians/Doctors. Provider may add additional doctors and Service Delivery Sites to this Agreement only upon successful completion of credentialing by BMP of those doctors and Service Delivery Sites. No doctor may treat an Enrollee, unless and until the doctor’s credentials have been approved by BMP and he or she has been officially added to the BMP Provider network.

3.4. Subcontracting. BMP reserves the right to subcontract the credentialing, monitoring, and re-credentialing to a third party. Provider agrees to cooperate with any third-party designee of BMP.

SECTION 4: RESPONSIBILITIES OF PROVIDER

4.1. Provision of Covered Services. Provider agrees to render all treatments in accordance with the Fee Schedule(s) and/or agreed upon Discount in the Plan to select and/or all medical services, to all Enrollees under BMP Plans. Provider reserves the right, within the framework of professional ethics and Protocols, to reject any patient seeking such services.

Provider agrees to provide or arrange for the provision of Covered Services in accordance with the following:

1. Provider agrees to follow Protocols and any amendments thereto;
2. Provider represents and warrants that Provider shall provide Covered Services with the same standard of care, skill, and diligence customarily used by similar providers in the community in which such services are rendered; in accordance with the principles and ethics of the American Medical Association; and in compliance with all Laws, guidelines, and ethical standards related to the practice of Medicine;
3. Provider agrees to accept Enrollees as new patients and render services with the same standards of care and availability as Provider’s other patients, and without regard to:
 - a. the degree of frequency of utilization of such services;
 - b. compensation under the Enrollee’s Plan;

- c. place of residence, economic status, marital status, benefits plan, or source of payment; or
 - d. race, color, age, gender, physical or mental health status, religion, national origin, or any other basis deemed unlawful under applicable Law.
4. Provider agrees to use procedure codes according to the most up-to-date medical Terminology from the American Medical Association; and
5. Provider agrees to charge only those applicable Enrollee Expenses and no other additional fees or excess fees for the same procedure unless otherwise noted in the applicable Plan or an applicable Fee Schedule.
6. Provider agrees to obtain the Enrollee's written approval for any service to be performed. In the event an Enrollee's written approval was not provided prior to the provision of services, Provider shall assume liability for such services.

4.2. Provision of Non-Covered Services. Before rendering Non-Covered Services to an Enrollee, Provider shall inform the Enrollee, in writing, of:

1. Each service or supply to be provided and the associated charge;
2. The services or supplies are not covered under the Enrollee's Plan;
3. That BMP shall not be financially responsible for any such service or supply, and that the Enrollee will be financially responsible for any such service or supply;
4. Provider agrees to obtain the Enrollee's written approval for any service to be performed. In the event an Enrollee's written approval was not obtained prior to the provision of services, Provider shall assume liability for such services.

4.3. Enrollee Payments. Provider shall be solely responsible to collect from Enrollees the applicable fees for all Covered Services in accordance with the applicable Plan and any Non-Covered Services.

4.4. Coverage/Substitutes. Provider shall arrange for the provision of Covered Services either through his/her own accessibility or through a substitute Participating Provider, during normal business hours with the addition of Emergency Services coverage. Whenever Provider is on vacation or is to be absent for any extended period of time, Provider shall provide a substitute Participating Provider who shall be responsible for care and treatment of eligible Enrollees for those services which require ongoing treatment.

4.5. Language. Provider shall make every reasonable attempt to communicate with Enrollees in the primary language used by the Enrollee.

4.6. Eligibility. Provider shall verify eligibility at every visit. The BMP shall not be liable to Provider for any services rendered to persons not determined by BMP as eligible for benefits. BMP shall provide a mechanism by which Provider may verify an Enrollee's eligibility, based on current information held by BMP, before Provider renders services pursuant to this Agreement. Although an Enrollee may present an identification card to Provider at the time of service, it does not guarantee eligibility. Provider must use the mechanism provided by BMP to verify eligibility.

4.7. Appointments. Provider shall provide an appointment to any eligible Enrollee upon request within a reasonable period of time. In non-emergency situations, such time shall not be more than four (4) weeks after request. Provider shall also be accessible to provide Emergency Services within a twenty-four (24) hour period, or within such lesser time as may be medically indicated, any day of the week.

4.8. Notice of Claims. Provider shall notify BMP of any claim or cause of action by or relating to an Enrollee filed against Provider within five (5) days of his/her/their receipt that such claim or cause of action has been filed. Additionally, Provider shall inform BMP within ten (10) business days of any inquiries of the State Board of Medical Examiners or any other state or federal authority governing the treatment or omission of treatment by Provider to an Enrollee.

4.9. Notification of Changes. Provider shall immediately notify BMP in writing upon the occurrence of any of the following: (i) Any changes to Provider's Service Delivery Site(s), telephone or facsimile numbers; (ii) If Provider's license to practice medicine in the applicable state is suspended, revoked, terminated, or subject to terms of probation or other restrictions; (iii) If Provider is or becomes disbarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs; (iv) If Provider has become a defendant in any malpractice action, receives any pleadings, notices or demands of claim, or service of process relating to alleged malpractice of Provider involving an Enrollee, or is required to pay damages in any such action by way of judgment or settlement; (v) Provider becomes the subject of any disciplinary action or proceeding before a governmental agency, including any applicable state department, board or agency; (vi) Provider is convicted of a felony relating directly or indirectly to the practice or conduct of such Provider's profession; (vi) Provider becomes incapacitated; (vii) An act of nature or any event beyond Provider's reasonable control likely to interrupt all or a portion of Provider's practice for a period of sixty (60) consecutive calendar days, or which may have a material adverse effect on Provider's ability to perform Provider's obligations for this period; (viii) Any change in the nature or extent of services rendered by Provider; (ix) Any material change or addition to the information and disclosures submitted by Provider as part of the application for a contract with BMP to provide Covered Services to Enrollees; or (x) Any other act, event, occurrence or the like that might materially affect Provider's ability to carry out his/her/its duties and obligations to Enrollees.

SECTION 5: SERVICE DELIVERY SITES

5.1. Facilities. Provider shall not add, delete or change any Service Delivery Site as listed and approved during the credentialing process for BMP Enrollees without the prior written approval of BMP.

5.2. Physical Condition, Equipment. Provider shall only utilize Service Delivery Sites for BMP Enrollees that are approved by BMP during the credentialing process and that:

Are clean, safe and are designed and maintained to provide services to Enrollees in an efficient and professional manner;

Are equipped, staffed and designed to comply with all applicable governmental regulations and the reasonable requirements of BMP;

Are reasonably accommodating to disabled individuals in accordance with The Americans with Disabilities Act and The Rehabilitation Act of 1973;

Are in compliance with applicable state and local building codes and regulations;

Are in compliance with applicable state and local fire prevention regulations;

Are inspected at least annually by the local or state fire control agency;

Contain fire equipment and illuminated signs for cases of emergency evacuation;

Offer adequate lighting and ventilation;

Can handle medical emergencies that may arise in connection with the provision of Covered Services to Enrollees;

Have all applicable federal, state and local licenses displayed as required by Law;

Follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules;

Follow the Occupational Safety and Health Administration (OSHA) guidelines; and

Meet any other requirements of applicable Law.

SECTION 6: LIABILITY INSURANCE

Provider agrees to have in full force and effect during the term of this Agreement, professional liability insurance (malpractice insurance) in an amount not less than two hundred thousand dollars (\$200,000) per claim and six hundred thousand dollars (\$600,000) annual aggregate coverage, or greater amount(s)

required by applicable Law. Provider shall maintain larger amounts where required by Law. Should the Provider not have professional liability insurance, the Provider must comply with any and all regulations pertaining to medical Providers not utilizing professional liability insurance ("Provider going Bare") Should the required coverage be terminated or ceased at any time during the term of this Agreement, Provider must notify BMP within seven (7) business days of such action.

SECTION 7: RESPONSIBILITIES OF BMP

7.1. Administration. BMP shall coordinate with Provider to perform the appropriate administrative, regulatory, eligibility and other functions necessary for the administration of the obligations to the Enrollees, pursuant to applicable Law.

7.2. Accounting. BMP shall maintain, in accordance with generally accepted accounting principles, such financial accounting records as shall be necessary, appropriate and convenient to carry out the purposes of this Agreement.

7.3. Information and Data. BMP shall provide Provider with information and data reasonably necessary to carry out the terms and conditions of this Agreement, including information about applicable Plans and Protocols.

7.4. Protocols. BMP shall establish and manage a Quality Management Program and a Utilization Management Program. BMP will consult with Provider regarding these Protocols. BMP will notify Provider in a timely manner of changes to Protocols.

7.5. Network Listing. BMP will create and maintain an up-to-date listing of its entire network and make it available on both a website as well as timely written publication of its directories.

7.6. Subcontracting. BMP may contract with a third party to carry out any or all of the above functions.

7.7. Lease of Provider Network. BMP shall be permitted to lease or rent its provider network to third parties and Affiliates.

SECTION 8: COMPENSATION

8.1. General. Provider shall receive compensation for all Covered Services provided to Enrollees on a negotiated fee/Discount basis as set forth in Agreement executed between the Provider and BMP, as well as any applicable Fee Schedule(s) related to this Agreement, and any amendments thereto.

8.2. Payment for Covered Service. All payments for fees/Discounts outlined in the particular medical plan are to be remunerated by the Enrollee to the Provider. Payment will be made only if the following requirements are met:

1. Provider is a participating Provider at the date of service;
2. the Enrollee is eligible to receive Covered Services on the date of service;
3. the claim is for a Covered Service;

8.3. Unauthorized Charges. Should BMP, find that an additional surcharge or other cost has been imposed upon an Enrollee by Provider for Covered Services, BMP shall have the right to take such other necessary action to obtain reimbursement from Provider for such an inappropriate charge and have the right to immediately terminate this contract.

8.4. Hold Harmless. Provider agrees that in no event, including but not limited to the insolvency of BMP, BMP, or intermediary; or breach of this Agreement by either Party, shall Provider or any representative or agent of Provider bill, charge or collect a deposit from; seek compensation, remuneration or reimbursement from; or have recourse against any Enrollee for the provision of any Covered Service beyond the Enrollee Expenses after Discount or reasonable charges for Non-Covered Services. This provision does not prohibit Provider from collecting any Enrollee Expenses due from the Enrollee under the applicable Plan, or any fees due for Non-Covered Services. This provision does not prohibit Provider and an Enrollee from agreeing to continue services solely at the expense of the Enrollee, as long as Provider has clearly informed the Enrollee

that the applicable Plan in which an Enrollee is eligible may not cover or continue to cover a specific service or services. In the event of BMP's or an intermediary's insolvency or other cessation of operations, Provider agrees to continue the provision of Covered Services to Enrollees under this Agreement for a period equal to the longer of sixty (60) days from the date of insolvency/cessation/termination, the period for which membership fees have been paid to BMP on behalf of the Enrollee, or, in the case of Enrollees whose treatment is active as of such period or date, until the Enrollees have completed the course of treatment. This provision shall survive the termination or expiration of this Agreement for any reason and shall be construed to be for the benefit of Enrollees. This provision shall supersede any oral or written contrary agreement now existing or thereafter entered into between or among BMP, Provider and Enrollees, or persons on their behalf.

SECTION 9: COORDINATION OF BENEFITS

9.1 There is no coordination of benefits by and between the BMP Plan and any other discount plan or fully insured plan covering similar or overlapping services.

SECTION 10: BENEFIT SCHEDULES, CHANGES IN TERMS, AND BENEFITS OFFERED

10.1. MORG. Provider shall be presented with the MORG, representing any BMP plans and guidelines promoted for sale and administered in the geographic location of Provider's Service Delivery Site(s). Upon execution of the Agreement, Provider agrees that Provider has reviewed and accepted all plans and guidelines in the MORG. Should Provider elect to not accept one or more of the BMP plans or guidelines presented, Provider must formally decline in writing. If Provider does not complete a written declination and return said document, Provider is considered to be a participating Provider for every plan and guideline presented.

10.2. Medical Contracts. It is understood that the benefits, terms and conditions of the various Medical Discount Contracts between each Organization and BMP may be changed during the term of this Agreement. It is further understood that BMP may enter into new Medical Discount Contracts with new Organizations during the term of this Agreement. BMP will notify Provider in a timely manner of such changes.

SECTION 11: USE OF NAME

11.1. Provider's Name. BMP may utilize the name, address, telephone number, hours of operation, applicable Discount offered to Enrollees, and such other relevant information of Provider in marketing materials for dissemination to the public. BMP shall not advertise or utilize any of Provider's intangible property not otherwise permitted under this paragraph, without Provider's prior written approval.

11.2. Provider Directory. BMP shall include Provider's name in the applicable provider directory distributed to Enrollees.

11.3. BMP's Name. Provider shall not advertise, market, or otherwise disseminate written communications relating to BMP or BMP or any of their health care services and benefit plans, or utilize any trademarks, trade names, logos or other intangible property of BMP without the prior written approval of BMP.

SECTION 12: NON-EXCLUSIVE

This Agreement is nonexclusive in every respect and BMP, Organizations, and Enrollees are entitled to enter into similar contracts with other providers. Provider may also enter into similar contracts with other entities not represented by BMP and maintain Provider's own private practice.

SECTION 13: REPORTS, FORMS, MEDICAL RECORDS AND REVIEWS

13.1. Reports. Provider agrees that BMP, from time to time, may request encounter, clinical, and utilization reports concerning the treatment of Enrollees. Provider shall provide such data in such form as

as required by BMP and would not impose undue hardship to the Provider. Provider further agrees to certify that all information, data, and/or reports submitted to BMP are accurate, complete and truthful.

13.2. Confidentiality of Records. Provider shall maintain the confidentiality of Enrollee medical records and personal information as required by applicable Law, including HIPAA privacy rules. Information relating to the diagnosis, treatment, or health of any Enrollee shall be confidential. Provider shall not disclose such information unless it is (i) only to the extent necessary to carry out the purposes of this Agreement, (ii) upon the express written consent of the Enrollee, (iii) pursuant to Law, (iv) pursuant to court order for the production of evidence or discovery thereof, or (v) pertinent to a claim or litigation between the Enrollee and BMP.

13.3. Maintenance and Inspection of Records. Provider shall maintain, at Provider's expense, and at Provider's principal place of business, or other secure location, in the state of service, medical records in an accurate, adequate, and complete manner. Provider shall create and maintain appropriate medical records, which shall be maintained in accordance with the standards established by the medical community and with all Laws. Notwithstanding the termination of this Agreement, Provider shall retain all of Enrollee's records for at least five (5) years from the Enrollee's last visit, or for such longer period as is required by applicable Law. BMP shall have the right, upon request and during regular business hours, to inspect in their entirety any medical, accounting, and administrative records maintained by Provider pertaining to Enrollees and to Provider's participation hereunder. Provider agrees to provide, or assist BMP in the collection and provision of, such patient records of any Enrollee within fourteen (14) business days of request by BMP. Provider shall cooperate, if requested, and agrees to permit authorized representatives of BMP, or of any state or federal authority or agency to inspect Provider's facilities and to review, audit, evaluate, and copy the records of services provided to Enrollees pertaining to: (i) the services performed pursuant to this Agreement, including, but not limited to, an evaluation of the quality, appropriateness and timeliness of services provided to Enrollees; (ii) a determination of the amount payable; (iii) other matters deemed necessary by the person conducting the audit, evaluation or inspection. Provider shall make copies of such records available and shall not charge BMP for the provision or copying of such records.

13.4. Transfer of Records. In the event of (i) termination of this Agreement, (ii) the selection by a Enrollee of another participating provider in accordance with BMP's procedures, or (iii) the approval by BMP of a Provider's request to transfer a Enrollee from such Provider's practice to another of BMP's participating providers, Provider shall transfer copies of Enrollee's medical records, X-rays, and any and all other pertinent data to BMP, and to the new participating provider as selected by the Enrollee, when requested to do so in writing by BMP or the Enrollee. The charge for this transfer shall be billed at a reasonable charge.

13.5. Third Party Subcontract. BMP reserves the right to subcontract the functions described in this Section to a third party. Provider agrees to cooperate with any third-party designee of BMP.

SECTION 14: POLICIES AND PROCEDURES

14.1. Provider's Ethical Responsibility. Provider agrees to comply with the Protocols; however, nothing in this Agreement shall override the professional or ethical responsibility of Provider or interfere with Provider's ability to render information or assistance to Provider's patients.

14.2. Protocols. Provider agrees to comply with and be bound by the Protocols. Such Protocols are incorporated herein and made part of this Addendum including, but not limited to, those Protocols set forth in the MORG, the credential verification program, the Quality Management Program, the Enrollee Grievance Program, and any other programs established by BMP. Provider acknowledges receipt of such Protocols.

14.3. Quality Assessment Standards. BMP will outline and assist in establishing the quality assessment standards of Provider's office as it would compare with the BMP network. BMP will monitor effectiveness of medical care, standards of care and professional conduct. BMP may provide Provider with utilization forms that Provider will be required to complete within a reasonable period of time in relation to the services they rendered. Provider acknowledges that BMP maintains a provider profile consisting of data that includes,

but is not limited to, practice trends and patterns, treatment outcomes and other required data that will be provided on a requested basis to the applicable state regulatory agencies.

14.4. Quality Management Program. Provider agrees to participate in BMP's Quality Management Program through scheduled periodic office visits by a BMP representative. Provider agrees to provide BMP with any and all background material, correspondence and Enrollee surveys regarding Provider's office as it relates to Provider patient records, including sterilization and infection control, environmental and radiology safety, medical emergency preparedness, HIPAA measures, and quality of patient care necessary for compliance with Law.

SECTION 15: EFFECTIVE DATE AND TERM OF AGREEMENT

15.1 Subject to the provision of Section 16 herein, this Agreement shall commence as of the Effective Date and shall continue at will until terminated by either Party in accordance with Section 16 of this Agreement.

SECTION 16: TERMINATION

16.1. Termination without Cause. This Agreement may be terminated by either Party, without cause or prejudice, effective ninety (90) days after written notice of intention to terminate is sent by registered or certified mail to the other Party. Non-payment for services rendered by Provider to Enrollees shall not be a valid reason for avoiding this notice requirement.

16.2. Termination for Cause by BMP. This Agreement may be terminated immediately by BMP for cause, by delivering to Provider written notice stating: (i) the effective date of termination; (ii) reason(s) for the termination; and (iii) information regarding Provider's right to appeal the termination to a panel of Provider's peers. The term "cause" shall mean any of the following events:

1. In the event Provider commences an action for relief as a debtor under the United States Bankruptcy Laws, or any bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or similar proceeding is instituted against Provider or any of the Provider's principals;
2. Provider, any of its officers, directors, employees, shareholders or providers, have been charged with, indicted for, or convicted of any indictable criminal conduct;
3. Failure of Provider to render Covered Services in accordance with the standards of quality established by the medical community, BMP, and all applicable Laws and guidelines;
4. Any action by the Board of Medicine or other governmental agency which effectively impairs Provider's ability to provide medical care and services;
5. Failure of Provider to meet and/or maintain compliance with credentialing standards;
6. Failure of Provider to maintain professional liability insurance coverage as required by this Agreement;
7. The willful breach, habitual neglect, or failure of Provider to abide by BMP's Protocols or determinations or any other activity for which Provider has received notice;
8. Commission of an act of fraud or theft against BMP;
9. If Provider fails to comply with a conformance request in a timely manner; and
10. Good faith determination by BMP that Provider's continued participation under this Agreement may adversely affect the health, safety or welfare of any Enrollee.

16.3. Statutory Termination. The applicable state's Department of Insurance may order BMP to cancel this Agreement.

16.4. Continuation of Services after Termination. In the event this Agreement is terminated for any reason, the Parties shall be relieved of all obligations in this Agreement after the effective date of termination, except that Provider agrees to:

1. Complete the course of treatment of any Enrollee whose procedure began before the effective date of termination, unless provision has been made for the reassignment or transfer of the Enrollee to another participating Provider, and charge for such continuation services no more than the fees allowed under the Enrollee's Plan that was in effect on the effective date of termination, unless such termination was initiated by BMP under Section 16.2;
2. Return any and all BMP-provided materials, guides, or other documentation, including all copies thereof, whether authorized or not; and
3. Cooperate in the transfer of Enrollees' medical records.

16.5. Notification to Enrollee After Termination. Upon termination of this Agreement for any reason, and before starting any services or providing any supplies to Enrollees after termination, Provider shall notify Enrollees that the Agreement is terminated, and that Provider can no longer provide Covered Services to Enrollee, and that such Enrollee should contact BMP for additional instructions. If Provider fails to so advise Enrollee, then Provider shall charge the Enrollee according to Enrollee's Plan.

SECTION 17: PROPRIETARY MATTERS

17.1. Proprietary Information. Provider understands that BMP has developed, at a substantial investment, a going concern among, including but not limited to, its assets, the Enrollees, the medical provider network, contracts, any Fee Schedules, applicable Discounts, manuals, advertising and marketing materials, and other beneficial property (hereinafter "Proprietary Information"). Provider acknowledges the proprietary interest in the Proprietary Information and agrees that it shall keep the Proprietary Information confidential in the same manner that it would keep a trade secret. Provider agrees that Provider shall not, during the term of this Agreement and after termination or expiration of this Agreement, for any reason, use the Proprietary Information for Provider's own or any other entity's benefit or gain, or disclose such Proprietary Information to any third parties except as required by Law. Upon notice of termination or expiration of this Agreement, for any reason, Provider shall return to BMP all Proprietary Information, including all copies, whether authorized or not.

17.2. Non-Solicitation of Enrollees. During the term of this Agreement and for a one (1) year period following the termination or expiration of this Agreement, Provider, or any person or entity associated with Provider, shall not denigrate BMP in any manner, attempt to convince and/or encourage, directly or indirectly, any Enrollee to disassociate from BMP for any reason, nor shall Provider, or any person or entity associated with Provider, solicit Enrollees, directly or indirectly, on their own behalf or on behalf of another person or entity. Such action(s) would make Provider directly responsible for any financial loss incurred by BMP.

17.3. Injunction. In the event of an actual or threatened breach by Provider of Sections 17(a) or 17(b), BMP shall be entitled to an injunction restraining Provider from the prohibited conduct. If the court should hold that the duration and/or scope of the covenants contained herein are unreasonable, then, to the extent permitted by Law, it is the Parties' desire and intent that the court prescribe duration and/or scope that is reasonable, and the Parties agree to accept such determination, subject to their rights of appeal. In any action or proceeding to enforce the provisions of this Section, the prevailing Party shall be reimbursed by the other Party for all reasonable costs incurred in such action or proceeding, including, without limitation, all court costs and filing fees, and all attorneys' fees incurred either at the trial level or at the appellate level. Nothing herein stated shall be construed as prohibiting BMP from pursuing any other remedies available to it for such breach or threatened breach, including recovery of damages.

SECTION 18: REPRESENTATIONS OF PROVIDER

Provider hereby represents and warrants to BMP that: (i) the Agreement constitutes a legal, valid and binding obligation of Provider, enforceable against Provider in accordance with its terms; (ii) the execution, delivery and performance of the Agreement has been duly authorized by all required action of Provider, and (iii) such execution, delivery and performance does not violate any provisions of the organizational documents of Provider, any agreement to which Provider is a party, or any Laws applicable to Provider.

Provider warrants and represents that Provider is licensed to perform Covered Services where such services are to be provided pursuant to this Agreement; has any certificates as required by Law; and has the resources, staff, equipment and facilities to provide the services required under this Agreement.

SECTION 19: MISCELLANEOUS

19.1. Arbitration. Provider agrees to participate in the arbitration of medical malpractice claims arising out of the services provided under this Agreement, in the event an Enrollee is required to arbitrate such claims.

If any claim or controversy between BMP and Provider arises out of this Agreement, the Parties will use their best efforts to resolve the dispute informally. These efforts shall include the referral of the dispute to a mutually-agreeable mediator. If resolution is not achieved, the dispute will be settled by arbitration in accordance with the Code of Ethics and Rules of Procedure developed by the American Health Lawyers Association Alternative Dispute Resolution Service. Arbitration shall be the exclusive remedy for the resolution of disputes arising under this Agreement and each Party shall assume its own costs and shall share equally the costs of the arbitration. Any decision or award made by the arbitrator may be entered into any court of competent jurisdiction. Notwithstanding any dispute arising under this Agreement, each Party shall continue its obligations under this Agreement pending the arbitration decision. This section shall survive the termination of this Agreement.

19.2. Grievances. Provider shall cooperate with BMP and Enrollee's in the resolution of Enrollee grievances.

19.3. Professional Corporations or Partnerships. If Provider is a corporation, professional association or partnership, the term Provider shall include a provider or other health care professional who owns, is employed by, or is Affiliated with such Provider. All of the terms of this Agreement shall apply with equal force to the professional association, corporation or partnership and the individual provider or providers associated with such entity.

19.4. Relationship of the Parties. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Parties hereto 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 associates, employees, or agents shall be construed to be the agent, employee, or representative of the other.

19.5. Doctor-Patient Relationship. It is understood that the relationship between the Enrollee and Provider shall be subject to rules, limitations, and privileges incident to the Doctor-Patient relationship. Provider shall be solely responsible without interference from BMP or Organization, subject to BMP's Quality Management Program, to the Enrollee for medical service and treatment, including the right to refuse treatment to any Enrollee who violates or compromises the Doctor-Patient relationship. It is expressly agreed between the Parties that neither Organizations nor BMP shall have any dominion or control over Provider's practice, the Doctor-Patient relationship, Provider's office, personnel or facilities.

19.6. Communication with Enrollees. This agreement is not intended to interfere with or restrict Provider from advising an Enrollee with respect to such matters as the Enrollee's medical status, medical care and treatment options when such information is deemed by Provider to be in the best interest of the medical health of the Enrollee.

19.7. Compliance with Law. This Agreement, and the performance thereof, is subject to the requirements of Law, and all provisions required thereby to be in this Agreement shall be incorporated by this reference and shall bind the Parties to this Agreement whether or not specifically provided herein. This Agreement may be amended by BMP in order to comply with Law by giving written notice to Provider of such amendment and its effective date. Such amendment shall not require the signature of Provider unless specifically required by Law.

19.8. Governing Law. This Agreement, and the rights and obligations of the Parties hereunder, shall be construed, interpreted and enforced in accordance with, and governed by, the Laws of the state of

Provider's principal Service Delivery Site in the state where Covered Services will be rendered pursuant to this Agreement, or as is otherwise required by applicable Law.

19.9. Jurisdiction. The Parties agree that in the event any dispute arises over the interpretation or enforcement of this Agreement, jurisdiction over the matter and the Parties shall only be appropriate in the state in which Provider rendered the Covered Services, unless the Parties consent in writing to have such dispute heard in another jurisdiction, or as is otherwise required by applicable Law.

19.10. Venue. The Parties hereby agree to waive any objection to the laying of venue of any lawsuit, claim, or other proceeding arising out of or relating to this Agreement in the courts of the state in which Provider rendered the Covered Services, or as otherwise required by applicable Law, and hereby further agree not to plead or claim in any such court that any such lawsuit, claim or other proceeding has been brought in an inconvenient forum.

19.11. Severability. The invalidity or unenforceability of any terms or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

19.12. Modification. This Agreement and the attachments hereto, constitute the entire understanding of the Parties and may be amended or modified only in writing signed and approved by the Parties, unless otherwise permitted herein. BMP may modify this Agreement upon thirty (30) days advance written notice to Provider. If Provider does not object in writing to BMP regarding the modification, Provider's silence shall constitute acceptance of such modification.

When required by Law, the Agreement and any amendments thereto are subject to prior approval of the applicable state's Department of Insurance, and may not be effectuated without such approval; however, prior approval is not required for amendments that are of a clerical nature; amendments that alter numbers, be they dollar amounts, enrollment amounts, or the like, without altering methodologies from which the numbers were derived; and amendments that involve the substitution of one set of variable text for another set of variable text, if both sets of variable text were previously approved by the state's Department of Insurance for the provider agreement form.

19.13. Assignment and Delegation. Unless otherwise specified in this Agreement, neither Party may assign, delegate, or transfer duties, rights, or interests under this Agreement unless the other Party shall so approve by prior written consent. Provider shall be given prior written notice of any duties or obligations that are to be delegated or transferred to an unrelated third party.

19.14. Waiver. Any waiver of the performance of any of the duties or obligations arising under this Agreement shall not be valid unless in writing and signed by the waiving Party. Waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No course of dealing between the Parties shall operate as a waiver or preclude the exercise of any rights or remedies under this Agreement. Failure on the part of either Party to object to any act or failure of the other Party, or to declare the other Party in default, regardless of the extent of such default, shall not constitute a waiver by such Party of its rights hereunder.

19.15. Notices. Any notice, demand or other document required or permitted to be delivered hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the receiving Party at its respective address listed on the signature page of this Agreement, or at such other address as may have theretofore been specified by written notice delivered in accordance herewith. Provider notices to BMP shall be addressed as follows:

Beyond Med Plans Inc.
80 SW 8th St Suite 2000
Miami, FL, 33130

19.16. Captions. Captions in this Agreement are descriptive only and do not affect the intent or interpretation of this Agreement.

19.17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof.

19.18. Regulatory Approval. In the event that BMP has not received any applicable regulatory approval for use of this Agreement prior to execution of this Agreement, this Agreement shall be interpreted to be a binding letter of intent. In such event, the Agreement shall become effective on the date that such regulatory approval is obtained. If BMP is unable to obtain such approval after due diligence, BMP shall notify Provider and both parties shall be released from any liability under this Agreement; provided, however, that if such licensure or approval is obtained upon the condition of BMP's amendment of this Agreement, then this Agreement shall continue and BMP shall amend pursuant to Section 19.12.

19.19. Communication Consent. Provider agrees that an Established Business Relationship, as is defined under 47 U.S.C. Section 227(a)(2), hereby exists between Provider and BMP. Additionally, Provider agrees and consents to receiving communications from BMP via various methods including, but not limited to, facsimile, electronic mail ("email"), telephone, or mail.