

LETTER OF AGREEMENT

This **Letter of Agreement** ("Agreement") is entered into this _____ of _____, 2006, by and between **Global Health Claim Services, Inc.** (GHCS) and the undersigned provider ("PROVIDER").

RECITALS

- A. PROVIDER is a corporation, professional association or other entity that provides or arranges for the provision of professional healthcare services and/or medical products;
- B. GHCS is an incorporation that provides certain consulting services to its clients and their policy holders and beneficiaries;
- C. GHCS desires to enter into an agreement to arrange for PROVIDER to render or make the provisions for rendering healthcare services under various benefit programs at preferred rates;
- D. PROVIDER desires to enter into this agreement to render or make provisions for rendering healthcare services under various benefit programs at preferred rates.

SCOPE OF AGREEMENT

By signing this Agreement, PROVIDER agrees to render, or make the provisions for rendering professional healthcare services, and to accept reimbursement listed below as full payment for all Covered Services provided to beneficiaries/members referred to PROVIDER, and agrees to enter into an agreement, with GHCS identifying all terms and conditions for rendering, or making provisions for rendering of, professional healthcare services.

PROVISION OF SERVICES

PROVIDER agrees to render Contracted Services to Beneficiaries of the Benefits Programs covered under this Agreement, in accordance with: (a) the terms and conditions of this Agreement; (b) all laws, rules and regulations applicable to PROVIDER, GHCS, Affiliates and Clients; (c) the Utilization Management Program, Quality Management Program Benefit Program Requirements and grievance, appeals and other policies and procedures of the particular Benefit Programs under which the Covered Medical Services are rendered; (d) standards of services provided in the same manner, and with the same availability, as services are rendered to other patients; and (e) clinical quality of care and performance standards that are professionally recognized and/or adopted, accepted or established by GHCS.

COMPENSATION

PROVIDER shall accept as payment in full for Contracted Services and all other services (including payment for any and all sales, use or other applicable taxes on the sale or delivery of medical services) rendered under this Agreement to Beneficiaries the amounts payable by client as set forth in this Agreement, less co-payment amounts payable by Beneficiaries in accordance with the applicable Benefit Program. It is expressly understood that, in this context, PROVIDER acknowledges its obligations to provide care consistent with the professional standards of care generally accepted by the medical community. This agreement pertains to those services referenced in the Reimbursement section of this Agreement (see Exhibit A on third page) for the regular PPO contracts. Separate Exhibits or Addendums will be submitted for authorization and participation. Fees will be presented separately for any other health program.

USE OF PARTICIPATING PROVIDERS

PROVIDER agrees to make best efforts to make referrals and admissions to other participating providers in the Global Health Claim Services Preferred Provider Organization. GHCS agrees to keep PROVIDER informed of other providers participating in the Global Health Claim Services Preferred Provider Organization (PPO). In the event the network is accessed by a Health Management Organization (HMO) the fees allowed by such HMO Contract will be presented at the time in a separate document. GHCS will request authorization from the provider to participate in such program(s).

HOLD HARMLESS

PROVIDER agrees that in no event, including, but not limited to, non-payment by GHCS or a Client, the insolvency of GHCS or a Client, or breach of this Agreement, shall PROVIDER bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Beneficiaries or persons other than the Clients(s) acting on their behalf for Contracted Services provided pursuant to this Agreement. These provisions shall not prohibit collection of payments for non-covered services or co-payments due in accordance with the terms of the applicable Benefit Program.

ROLE OF NETWORK

PROVIDER acknowledges and agrees that GHCS, as a network, acts solely in the capacity as a consultant to Clients exclusively for the purposes of assisting Clients in negotiating the fees to be charged by participating providers to such Clients. PROVIDER acknowledges that GHCS, as a network, does not determine the amount or nature of benefits, the eligibility for benefits or other availability for Beneficiaries covered by a Client's Plan. PROVIDER further acknowledges that GHCS, as a network, does not exercise any discretion or control over any matters relating to policy, payment, interpretation, practice or procedure. GHCS will make sure that claim will be processed to provider within a reasonable timely frame of thirty (30) days from the day the claim is received in office.

RECORDS AND CONFIDENTIALITY

Medical Records. The medical records maintained by GHCS shall be and remain the property of GHCS, and shall not be removed, transferred from, or released by GHCS except in accordance with terms of this Agreement, applicable state and federal laws, and GHCS policies.

Protected Health Information. GHCS and PROVIDER agree that the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and accompanying regulations at 45 C.F.R. Sections 160 and 164, shall govern the Parties' use and disclosure of protected health information, as HIPAA defines that term. GHCS and PROVIDER shall not use or disclose Member protected health information except as permitted by HIPAA or applicable state law, and to the extent HIPAA requires Member authorization for any use or disclosure of protected health information, GHCS and/or Provider shall each be responsible for obtaining directly from Member(s) any authorizations to use and/or disclose Member health information as needed for performance under the terms of this Agreement. Notwithstanding the foregoing, GHCS and/or PROVIDER may use and disclose Patient protected health information for purposes of treatment, payment, and health care operations, without Patient authorization. GHSC and PROVIDER agree to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that each Party creates, receives, maintains, or transmits.

Confidentiality. Neither GHCS nor PROVIDER may disclose any proprietary or confidential information of the other Party, including but not limited to trade secrets and the Covered Services Fee Schedule attached as Exhibit A, or any other term of this Agreement, to any third party without the prior written consent of the other Party, or as required by applicable law.

TERM AND TERMINATION

Term. The initial term of this agreement shall be for one (1) year from the Effective Date. Thereafter, this agreement will renew automatically unless GHCS provides no less than sixty (60) and no more than one hundred twenty (120) calendar days notice to Provider of its intent not to renew the Agreement.

Termination without Cause. Either Party shall have the right to terminate this Agreement without cause at any time upon sixty (60) calendar days written notice to the other Party. If Payer terminates the Agreement, Payer must notify Members of such termination within fifteen (15) calendar days of issuing a notice of termination.

Termination for Cause. Either party shall have the right to terminate this Agreement upon thirty (30) days written notice of material breach of any term of this Agreement, which breach is not cured within such notice period by the breaching Party.

NOTICE

Any notice required or desired to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or overnight courier, or facsimile, addressed as follows:

GHCS: Global Health Claim Services, Inc.
13399 S.W. 131 St
Miami, FL 33186
Attn: President
Facsimile Number: (305) 251-2967

PROVIDER: Name: _____
Address: _____
City, State, Zip: _____
Facsimile Number: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

PROVIDER

GLOBAL HEALTH CLAIM SERVICES, Inc.

Signature

Signature

Print or Type Name

Name

Title

Title

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Tax I.D. Number

Exhibit A

REIMBURSEMENT

For services provided to beneficiaries of GHCS' clients, GHCS on behalf of our Clients shall **REIMBURSE PROVIDER 120 % of current year's Medicare Allowable**. For all Unlisted CPT codes, reimbursement shall be 60% of billed charges.