



License and Services Agreement
Credentialing Services Addendum

IMPORTANT - PLEASE READ CAREFULLY THE TERMS BELOW

The following are the terms and conditions pursuant to which CureMD shall provide Credentialing Services (*defined below*) if purchased by Licensee through an Order Form:

1. **License and Services Agreement Terms.** Unless otherwise modified in this Addendum, the terms and conditions of the License and Services Agreement (including all Exhibits and Attachments thereto) (the "Agreement") shall continue to govern the rights and obligations between the Licensee and CureMD. Any terms of the Agreement which are not in conflict with provisions of this Addendum shall act to supplement the terms of this Addendum for the provision of the Credentialing Services contemplated herein.
2. **Credentialing Services**
 - a. CureMD shall provide the following Credentialing Services ("Credentialing Services"):
 - i. submit and verify receipt of the credentialing application to designated health plans;
 - ii. follow up on the application with designated health plans; and
 - iii. document receipt of requested information by designated health plan,
 - iv. conduct follow-up activities, document acceptance or rejection information from the plan.
 - b. Credentialing Services include submission of additional information requested by designated health plans during the credentialing and enrollment process; however, this does not include submission of different health plan applications for same provider or new applications for other providers.
 - c. CureMD shall be under no obligation to perform any additional services.
3. **Licensee's Responsibilities.**
 - a. Licensee shall assist CureMD in completing a credentialing profile for each Provider, and the business entity, if applicable, to whom Credentialing Services are provided. A credentialing profile may be initiated by submitting a signed copy of a standard credentialing implementation form, or provide login information to a complete CAQH profile for downloading credentialing data.
 - b. Licensee shall submit all required documents and required information ("Credentialing Information") necessary to complete the credentialing application(s).
 - c. Licensee agrees to provide any information or assistance required by CureMD to fulfill its obligations under this Addendum in a timely manner. Such assistance shall include, but not be limited to, requests for additional information, supporting documents, document signatures.
 - d. Licensee agrees to provide all Credentialing Information without delay. Licensee understands and acknowledges that delays in providing the Credentialing Information may result in delay in the completion of or rejection of credentialing of the concerned Provider.
 - e. Licensee warrants that the Credentialing Information provided is accurate and complete. Licensee agrees to disclose all adverse actions from state licensing boards, health plans, healthcare facilities, government health programs, professional organization, medical specialty board, or any other healthcare organization related to his or her professional practice from the time of graduating medical school; as well as any criminal convictions related to professional practice, along with any additional information which may be essential to CureMD providing Credentialing Services.



4. **Payment Terms**

- a. In the event that the Licensee fails to deliver any of the Credentialing Information within the requested period, CureMD will charge an additional fee for requesting, obtaining and submitting the credentialing applications.
- b. The Licensee acknowledges and agrees that there are no refunds or returns for the Services, including applications that are denied participation by a health plan. If there is a dispute about the Services, the Licensee may contact CureMD and CureMD will work to resolve the dispute. If CureMD is unable to credential a provider with a particular health plan due to a closed network, then CureMD will re-apply to the network once (if allowed by the plan) with no additional costs during any subscription period or renewal period. In no case will CureMD "substitute" another network application for a denied network application.

5. **Term & Termination.**

- a. Term. This Addendum shall be effective upon the Effective Date and shall be terminated once a response to the Credentialing Information of the Licensee is received from the concerned health plan.
- b. Termination by CureMD. CureMD may immediately terminate this Addendum upon Licensee's refusal to pay fees as outlined in this Addendum. Termination of services for this reason will not excuse Licensee from the total amount due under this Addendum if services have already been started or performed.
- c. Effect of Termination. Upon expiration or termination of this Addendum: (i) CureMD shall be entitled to receive any unpaid fees earned through the date of termination, and in the event of early termination the total of all payment amounts that would have been due through the end of the term; and (ii) CureMD shall cease performing any and all Credentialing Services hereunder.

6. **No Guarantees / Warranty**

- a. CureMD makes no guarantee and does not warrant network approval of Providers, granting of privileges by any healthcare facility, approval of any type of credentialing application, approval of any license application, turn around / response time of health plan credentialing and contracting, reimbursement by a third party payer network for practitioner services, or profitability of Licensee or practitioner.
- b. Licensee acknowledges that CureMD disclaims any liability due to any enrollment application being rejected, delayed, not received, for any reason which is beyond the reasonable control of CureMD, due to any action or inaction of the Licensee.
- c. The Licensee agrees and acknowledges that credentialing is a process that may include unforeseen delays. The Licensee agrees that it will not proceed with provision of services that require the completion of the credentialing process without confirmation from CureMD that the Credentialing Services have been completed.

7. **Miscellaneous**

- a. **Indemnification:** Licensee agrees to indemnify, defend, and hold harmless CureMD and its directors, officers, employees, agents, representatives, successors, assigns, subcontractors, members and affiliates from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorneys' fees and litigation expenses arising from the negligence, actions or omissions of Licensee or their employees or agents; breaches of this Addendum by the Licensee; inaccurate, incomplete or false Credentialing Information or any relevant information provided to CureMD by Licensee or its practitioners; Licensee's failure to provide accurate information or disclosure of all adverse actions of practitioners.
- b. **Authority:** CureMD shall have the authority to conduct the Credentialing Services required by the Licensee, as set forth herein, subject only to the express limitations herein set forth. In fulfilling its duties and obligations hereunder, CureMD shall have all such authority, rights and powers as are necessary, advisable or consistent herewith and the exercise of the authority conferred by this Addendum on CureMD shall serve to bind Licensee and shall constitute the act of Licensee.