



A membership based health care system!TM

Dear Provider:

Providers can participate in our Local Plans, Global Plans, or both plan types.

1. Global plans are created by governments and large provider groups. There are no administrative fees for providers participating in our global plans. Providers are paid according to fee schedule as determined by the government or charity.
2. Providers intending in build a membership based practice or hospital (Local Plan) will work with us for 12-16 weeks to design, automate billing, and implement membership management at the providers office.

Note: There are no administrative fees until the local provider office is processing 5 active accounts. The provider owns the accounts he / she establishes as outlined in the provider agreement below.

Except for the documents required for participation, CHS Life is a paperless health care system. Please complete the required documents in a timely manor as CHS Life cannot refer or manage clients for a provider until this process is completed. Although CHS Life manages your memberships, the banking component of each CHS Life provider office is owned by the participating provider.

Document & Requirements

1. Complete, sign, fax, or mail the CHS Life membership management agreement:
2. Schedule meetings with your CHS Life provider representative as needed.

Note: Please let your representative know when your agreements have been faxed or mailed to avoid delays.

CHS Life Health Plan Management Agreement

This Agreement is entered on ____ / ____ / ____ between CHS Life Limited Liability Company (here referred to as CHS Life)

and _____ (hereinafter referred to as “Provider”)

whose address is

1. Description of Services

Provider hereby contracts with CHS Life to provide Provider with the technology, customer service, and billing solutions for the Management of the Provider’s membership systems. The memberships will be managed through the web site www.CHSLife.com.

Provider contracts with CHS Life to sell the Provider’s membership services directly to the public through the web site www.CHSLife.com

CHS Life provides customer services (“Customer Services”) with respect to the memberships processed by CHS Life. Such Customer Services may include receiving and responding to billing inquiries and providing other electronic customer support services, including the processing of office visits, office visit credits, cancellation of accounts, and reversals. Provider expressly authorizes CHS Life to resolve disputed matters in a manner that CHS Life determines is fair and equitable, in CHS Life’s discretion, given all the facts and circumstances connected to the particular situation.

2. COLLECTION DATA

Provider warrants to CHS Life that all data and Entries delivered to CHS Life by Provider will (a) be correct in form, (b) contain true and accurate information, (c) be fully authorized by the Receiver, (d) be timely under the terms and provisions of this Agreement and (e) be in compliance with the terms and conditions disclosed at the time the transaction was consummated.

3. PAYMENT OF FEES

CHS Life will automatically deduct all fees, charges, and commission charges as described in

Attachment A “CHS Life Management Fees” from the Providers checking account on a monthly or annual basis.

Provider authorizes CHS Life to deposit gross payments and, if any, simultaneously to deduct an agreed management fees as set forth in Attachment A to secure commission, if any, prior to transferring the net proceeds to Provider’s authorized account.

Provider also agrees to notify CHS Life of any change in the status of the authorized account in sufficient time to give CHS Life time to take appropriate action.

4. OWNERSHIP OF CUSTOMER INFORMATION AND CONFIDENTIALITY

The personal and financial information provided to CHS Life for the processing of the providers memberships must remain in the possession CHS Life for six years. CHS Life shall make such data available to the provider in the form of various sales and management reports, retrievable by provider via the internet only, unless another means is used by CHS Life. CHS Life will only contact provider’s customers as needed to maintain the activities of the provider’s memberships or to inform provider’s customers of changes in policy or technology services. CHS Life will disclose information to third parties about providers account(s): where it is necessary for completing or reversing sales; (b) in order to comply with government agency or court orders and/or (c) if provider gives CHS Life written permission.

5. WARRANTIES AND LIMITATIONS OF LIABILITY

CHS Life warrants that it will exercise reasonable care in the performance of its obligations under this Agreement. CHS Life MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF PROVIDER ABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. Because of the extreme difficulty of fixing actual damages for any failure of CHS Life to perform its obligations hereunder or from any failure of CHS Life to perform any obligations imposed by law, the parties agree that the liability hereunder, if any, shall be limited to liquidated damages that do not exceed the aggregate compensation received by CHS Life from Provider for providing CHS Life's Health Plan Services during the thirty (30) days preceding the date on which the claim arose. The provisions of this paragraph apply even though the loss or damage, irrespective of cause or origin, results directly or indirectly, either from performance or non-performance of obligations imposed by this Agreement.

In no event will CHS Life be responsible for (a) any incidental or consequential losses resulting from the performance or non-performance of any of CHS Life's duties hereunder, or (b) for any losses or damage to Provider, direct or consequential, arising out of or in any way related to acts or omissions of third parties including but not limited to various courier services, the Federal Reserve Banking System (including the Automated Clearing House), the bank(s) with which Provider deals or the employees or agents of such bank(s) or any financial institution(s) which receives or originates or pays electronic debits or credits from consumer or business accounts. Provider shall indemnify and hold harmless CHS Life and its officers, directors and employees, and CHS Life's Bank(s) from any and all claims, lawsuits, damages, costs or other expenses, including but not limited to attorney's fees, resulting from or in any way related (a) to Provider's breach of this Agreement, including but not limited to, Provider's breach of any warranty contained herein or arising by operation of law, (b) to any act or omission of Provider or Provider's employees or agents, (c) to any and all acts or omissions by Provider's Receivers, (d) to Provider's failure to comply with any applicable law, regulation and/or rule, including but not limited to, any NACHA Rule, or (e) any claims by any of Provider's Receivers against CHS Life.

6. DELAYS AND EXCUSE FROM PERFORMANCE

CHS Life shall not be liable for any delay or other failure of performance caused by events outside the control of CHS Life such as, but not limited to, strikes, insurrection, war, fires, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulation, computer malfunction, Internet disruption, and/or acts of third parties. If, after the date of this Agreement, any law, regulation, or ordinance, whether federal, state, or local becomes effective that substantially alters CHS Life's ability to perform services hereunder, CHS Life shall have the right to terminate this Agreement immediately upon written notice being sent to Provider.

7. MARKETING MATERIALS AND USE OF CHS LIFE MARKS

Provider shall have the right to use marketing materials containing CHS Life's Mark as may be supplied by CHS Life from time to time. Provider will use the Marks only in a manner and form approved by and solely in connection with solicitation of consumer or business participation in the Health Plan Services to be provided hereunder. All title and interest in and to CHS Life's Mark remains with CHS Life. Upon termination of this Agreement, Provider agrees to return all CHS Life Marks and immediately cease all use and display thereof.

8. TERM AND TERMINATION

The initial term of this Agreement shall be one (1) year, subject to the terms and conditions of this Agreement. Thereafter, subject to the terms and conditions hereof, the Agreement will be automatically renewed for one year terms unless either party gives the other party written notice of its intention not to renew at least thirty (30) days prior to the last day of the then current term, in which case the last effective date shall be the last day. In addition, either party shall have the right to terminate this Agreement, effective immediately, if either party is in default of any obligation under this Agreement and its default continues for fifteen (15) days following notice from the other party, if either party is declared bankrupt, becomes insolvent, files a petition under any bankruptcy laws and/or code, a receiver is appointed for all or substantially all of its property, or makes an assignment of all or substantially all of its assets for the benefit of its creditors or if any other provision of this agreement gives such party the right to immediately terminate this agreement.

9. THIRD PARTY RIGHTS

The Provider's rights and obligations created by this Agreement applies solely to Provider. This Agreement may not be assigned, transferred, hypothecated, or encumbered by Provider without the express written prior approval of CHS Life, which may be withheld at CHS Life's discretion.

This Agreement shall be fully transferable by CHS Life. The rights and obligations of CHS Life under this Agreement shall apply to any and all transferees, assignees, successors in interest, etc., of CHS Life.

10. ENTIRE AGREEMENT

This Agreement plus any and all addenda, appendices, attachments, amendments, change of notices, schedules and any Provider Documentation constitute the entire Agreement between the parties relating to the specific subject matter hereof, and no modification of this Agreement shall be binding on CHS Life unless such modification is in writing and signed by an authorized representative of CHS Life. CHS Life reserves the right, at any time, to modify or amend this Agreement and any policy, guidelines or procedure governing CHS Life's Health Plan Services upon notice to Provider of not less than ten (10) days prior to the effective date of such modification or amendment; provided that the addition or change of service fees, will become effective upon at least thirty (30) days notice as provided in Paragraph 8. If Provider does not agree to such amendments, Provider's sole remedy is to terminate this Agreement upon written notice to CHS Life.

Upon signature of the Agreement, Provider shall be obliged to state a valid and reachable email address to which CHS Life can send notices during the contractual relationship. These include, inter alia, information about system modifications and updates as well as any changes to these Terms and Conditions. Provider must notify CHS Life of any change in its email address without undue delay. If Provider fails to do so, CHS Life shall not be liable for any problems and disadvantages that Provider may suffer.

11. NOTICES

Any notice required or allowed to be given under this Agreement shall be addressed to the other party at the address set forth above or to such other address as either party may instruct the other in writing.

12. MISCELLANEOUS

If Provider breaches this Agreement, then CHS Life may, in addition to any other damages permitted by law, recover from Provider its reasonable attorneys' fees and costs associated with any action(s) which relate to the substance here of.

13. SEVER ABILITY

If any provision of this Agreement should be held by a court of competent jurisdiction or an arbitrator in an appropriate tribunal to be illegal, invalid, unenforceable, or in conflict with any law, judicial decision, or rule of law, then such holding shall not affect the legality, validity, or enforceability of any other provision or provisions. Any such provision held to be illegal, invalid, unenforceable or in conflict with any law, judicial decision, or rule of law, shall be deemed to be modified, if possible, so as not to be illegal, invalid or unenforceable or, if modification is not possible, such provision shall be deemed stricken from this Agreement, but all other provisions shall continue in full force and effect.

14. PRIOR AGREEMENTS

This Agreement supersedes any prior agreements between the parties hereto with respect to the subject matter hereof.

15. CHOICE OF LAW

This Agreement shall be construed and interpreted, and its performance governed under the laws of the State of Connecticut, without giving effect to its choice of law or conflict of law provisions.

IN WITNESS WHERE OF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE FIRST ABOVE WRITTEN.

Provider Signature: _____

Date _____

Provider Name (PLEASE PRINT): _____

Provider Title _____

CHS Life Signature / Title _____

Date _____

CHS Life Name (PLEASE PRINT) _____

CHS Life / Title _____

Attachment A: CHS Life Management Fees

CHS LIFE AGREES TO CHARGE PROVIDER MANAGEMENT FEES IN ACCORDANCE WITH THE FOLLOWING FEE SCHEDULE:

<p>Monthly Fee – provider with be charged forty five dollars monthly, starting on the forth month of this agreement but only if the client has 5 or more accounts.</p> <p>Providers who complete an online continuing education program will pay \$22.00 monthly.</p> <p>Providers processing over \$150,000 in annual or monthly memberships must move to a CHS Life dedicated system.</p>	<p><i>\$45.00 monthly starting once the provider has 5 active accounts.</i></p> <p><i>\$22.00 monthly for providers who have completed an online continuing education program.</i></p>	
<p>Set up fee</p>	<p>\$0.00</p>	
<p>Customer Service Fee</p> <p>For extensive customer service support to repair mistakes and data entry errors created by provider or provider’s staff on a continual basis. Provider will be informed in advance of any charges if any for continual mistakes.</p>	<p>\$70 per hour depending on the complexity of the problem.</p> <p>There is no charge for the day to day support of a provider’s memberships. Provider will be informed in writing of any additional fees or services required.</p>	

Attachment B to Electronic Funds Transfers

ATTACH VOIDED CHECK HERE

Provider hereby authorizes CHS Life to initiate Electronic Funds Transfers. Both credit and debit transfers will be authorized here for the purpose of remitting payments received by CHS Life under this Agreement, and to credit the amounts thereof to Provider's Authorized Checking Account indicated below. Debits issued by CHS Life will only be issued in accordance with the terms and conditions listed under the ACH Processing Contract; **the first debit may be an application fee, at the amount specified in this contract.**

Provider warrants that he/she is authorized as a valid signer on the account described above, and, if a Corporation, this person has been granted the power to make this Authorization to electronically credit or debit the above checking account.

Signature

Date