

Membership Invitation

Benefits of Joining

F A Q

Contract to Sign

Registration Form

areyouin?





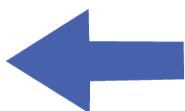
Membership Invitation

SleepMed, as the national leader in sleep health initiatives, is excited to introduce you to our new narrow network, **SleepMed Net**, which is dedicated to supporting innovative care programs for sleep patients in an evolving US Healthcare environment. As a specialized clinician, you have an ongoing interest in continuing to provide appropriate and effective care for your patients, even as care delivery models change. We believe that your membership in SleepMed Net will improve access to patient populations in your market via cutting edge technologies and processes as SleepMed continues to expand its national reach. You may join this network at no cost to you. It is non-binding and you can choose to terminate it at any time. Also, membership in SleepMed Net will not affect any of your current relationships and clinical activities.

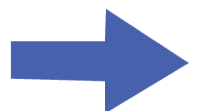
Your membership will position you for preferred local exposure as a qualified and credentialed SleepMed Community expert, especially in the expanding area of home sleep testing. Additionally, national payors and self-insured employers are increasingly aware of the importance of sleep health for their members and employees. SleepMed, working in concert with national partners, has created a cost effective vehicle for patient management services. Available programs are being actively promoted as coordinated employee sleep health solutions. With membership in SleepMed Net, you join a network of select physicians with the ability to provide services for this new base of patients in your community as they become available through SleepMed's innovative initiatives.

Look to the future. Expand your vision of new healthcare opportunities. It's simple to join our network. Please review and sign the agreement included here.

Are You In?**SleepMedNet.**



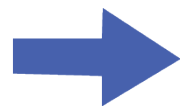
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The Benefits of Joining:

1. No fee to join.
2. Potential inclusion as a provider in SleepMed's regional and national wellness and safety programs as they become available.
3. Ability to interpret ARES HSTs when provided by SleepMed through contracted payors.
4. Marketed as a credentialed Sleep Expert in your Community.
5. Educational opportunities through SleepMed University including important industry updates.
6. Ability to opt out of contracted programs. (See Section 2.2a of the Network Agreement)
7. If providing services for a specific contract, ability to opt in or out on a per patient basis. (See Section 2.4 of the Network Agreement)

Note: Membership in the network immediately establishes you as a SleepMed Community Expert with associated market visibility but does not guarantee that you will be provided with new network service opportunities, now or in the future.



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Accountable Care Network Agreement Frequently Asked Questions

SleepMed, incorporated (“SleepMed”) has contracted with employers and commercial, non-governmental payors, including self-funded and fully insured health reimbursement plans (each, a “Network Client”), for access to an integrated, select network of board certified physicians and diagnostic testing systems (the “Narrow Network”), which in turn offers high quality sleep testing and diagnostic services to members and participants in the health and/or wellness program(s) of each Network Client (each a “Participant”).

The Accountable Care Network Agreement (the “Agreement”) sets forth the terms by which board certified physicians who possess special training and skill in the field of sleep medicine agree to participate in the Narrow Network.

The following addresses frequently asked questions regarding the terms of this Agreement.

1. Why should I join SleepMed Net today? Is there any problem with joining later?

As new sleep health contracts are consummated, we will immediately approach physicians who are registered in the network. If you are not registered, you will miss out on these opportunities. If you register now, you will immediately receive market recognition as a SleepMed Community expert. Remember, there is no risk to join, so join today.

2. What are the obligations of a Physician who enters into this Agreement?

Each Physician who enters into this Agreement agrees to be included in the Narrow Network. However, participation in the Narrow Network does not obligate the Physician to provide professional services to Participants. Rather, it makes the Physician eligible for opportunities to provide the professional component of sleep services, on an as-needed basis, with respect to Participants in the state where the Physician practices (the “Network Services”).

3. Why is there no fee schedule listed in the agreement? How are the fees for the Network Services established?

SleepMed will establish the fee amount for each Network Service based on negotiations with the Network Clients. For each opportunity to provide Network Services, SleepMed will offer the Physician the corresponding fee schedule. Some wellness programs may be regional or confidential in nature.

4. Will signing this agreement exclude me from participating in other programs or networks?

No. This Agreement is non-exclusive and does not prevent the Physician from entering into substantially similar agreements with third parties.

5. Will Physicians be selected to supply services based on how early they join the network?

No. However, as new service opportunities in each physician's community are identified, Physicians already registered with SleepMed Net will be approached while Physicians who have not registered will not.

6. *May the Physician decline an opportunity to provide a Network Service?*

Yes. The Physician may decline to participate in individual programs or, if they do participate, they may still opt in or out on a per patient basis.

7. *Who bills for Network Services that the Physician provides? How is the Physician compensated for Network Services rendered?*

For Network Services provided by the Physician, SleepMed will bill and collect from the Network Clients. For each Network Service performed, SleepMed will pay the Physician the corresponding fee schedule amount for such Network Service. Payment for Network Services is not contingent upon SleepMed's collections from Network Clients or Participants.

8. *What is the term of the Agreement? Under what circumstances may the Physician terminate the Agreement?*

The term of the Agreement is for one (1) year, and it will automatically renew for additional one (1) year term(s), unless either party elects to terminate. Either party may terminate the Agreement at any time, and for any reason, upon thirty (30) days' prior written notice. In addition, each party has the right to terminate the Agreement immediately in the event that the other party's default. The grounds for default are in Section 5 of the Agreement.

9. *Can the Physician be an exclusive Network service provider in a community?*

No. Since the type or volume of services to be provided in any community is unknown, the number of required Physician providers cannot be pre-determined. Certain programs may be limited in scope and may require individualized negotiations.

10. *Does this Agreement impose any indemnity obligations on the Physician?*

No. This Agreement does not impose a duty to indemnify on either party.

11. *Can extenders be utilized to provide services for the Network?*

Yes. Extenders may be utilized to provide Network services in the same way that they are utilized in your practice for your current patient base and services.

12. *How will I be notified when contract opportunities become available in my community?*

Physicians will be notified about new contract opportunities via an official Network communication. Other local opportunities may be immediately available via your market visibility as a SleepMed Community expert.

13. *If I am employed by a healthcare entity, how can I join the Network?*

Provide these documents to your employer. See the signature section at the end of the agreement.



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THIS ACCOUNTABLE CARE NETWORK AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 20____, by and between SleepMed incorporated, a Delaware corporation ("SleepMed"), and _____ (the "Physician"). SleepMed and the Physician are individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

A. SleepMed has contracted with employers and commercial, non-governmental payors, including self-funded and fully-insured health reimbursement plans, for access to the Narrow Network ("Network Clients"); and

B. SleepMed has created an integrated, select network of Board Certified physicians and diagnostic testing systems for the provision of high quality sleep testing and diagnosis (the "Sleep Services") and patient-centered, accountable care to diagnose and treat sleep disorders (the "Narrow Network"); and

C. SleepMed provides proprietary sleep diagnostic testing services for patients, both in the home and at accredited sleep centers, on a national basis; and

D. Physician is licensed to practice medicine in the state of _____ (the "State") and possesses special training and skill in the field of sleep medicine and is Board Certified; and

E. SleepMed desires to contract with Physician to perform professional medical services as may be obtained through SleepMed's sleep testing programs provided to members and participants of Network Clients in the State, and Physician desires to be a Participating Physician of the Narrow Network.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance, the Parties agree as follows:

1. Engagement of Physician. SleepMed hereby engages the Physician as an independent contractor to provide to members and participants in health and wellness plans of Network Clients ("Participants") the professional component of Sleep Services and such other professional services as may be provided by the Narrow Network (the "Network Services"), and Physician hereby accepts such engagement on an as needed basis. Physician has the sole responsibility for medical decision-making and clinical care of Participants. Physician and SleepMed are performing Network Services and duties under this Agreement as independent contractors and not as employees, agents, partners, of, or joint venturers with the other Party. Each Party shall be fully responsible for its own debts, obligations, acts, or omissions, including the payment of all required insurance premiums, withholding, social security and other taxes or benefits on behalf of their respective employees

2. Physician Representations and Obligations.

2.1 Representations and Warranties. Physician represents and warrants that (s)he (i) possesses a valid license to practice medicine in the State and holds a valid controlled substance registration with the Drug Enforcement Agency and such state permits or licenses as may be required for dispensing controlled substances; (ii) is (a) a Diplomate of the American Board of Sleep Medicine or (b) a Diplomate in sleep medicine by a member board of the American Board of Medical Specialties, or (c) otherwise qualified or certified in sleep medicine, as determined in the sole discretion of SleepMed; (iii) has not been excluded, debarred, suspended, disciplined, or otherwise penalized by any Federal or State agency or program; and (iv) agrees to participate fully in SleepMed's credentialing and quality assurance programs and to comply with SleepMed's policies and procedures governing the Narrow Network, all of which are incorporated by reference into this Agreement. Physician acknowledges that SleepMed's

Narrow Network is a limited network of credentialed and experienced physicians and that Physician will be required to maintain certification and remain in full compliance with SleepMed's credentialing criteria throughout the Term. Physician agrees to provide SleepMed with applicable documentation, as requested or required. Physician shall notify SleepMed of any changes in the above representations and warranties within three (3) business days of the change.

2.2 Network Services.

(a) Scope of Network Services. SleepMed shall notify Physician of select opportunities to provide Network Services and the fee schedule associated therewith. Subject to Section 2.4 below, Physician agrees to provide, on an as-needed basis, the Network Services as hereafter may be set forth in Exhibit A attached hereto (as amended, supplemented, and/or updated from time to time in the manner set forth herein) with respect to Participants in the State. In the event of any change and/or expansion of the Network Services, SleepMed shall provide Physician with a fee schedule for such other diagnostic and treatment services related to sleep disorders as may be included in the Narrow Network from time to time. Physician may decline to provide such other Network Services by delivering written notice to SleepMed in accordance with Section 3.2 below.

(b) Interpretations. Upon receipt of a sleep test of a Participant, Physician shall analyze the data generated from the technical component of the sleep test (the "Interpretation"). Within three (3) business days of a sleep test being made available, Physician shall prepare and deliver a written report of the Interpretation in the medium and format prescribed by SleepMed. Physician shall promptly communicate with SleepMed to respond to and resolve any questions or concerns.

2.3 Non-Network Services. Physician shall be available for follow-up care and treatment of Participants and shall be responsible for billing and collecting payment from the Participants or their health benefit program as applicable, to the extent such services are not included in the Narrow Network.

2.4 Acceptance of Patients. Physician is not required to provide any Network Services to Participants unless (s)he elects to provide the Network Services in his or her sole discretion. Physician may decline to accept any Participant as a patient.

2.5 No Balance Billing for Network Services. Physician shall accept payment made by SleepMed or its designee as payment-in-full for Network Services provided and shall not accept or solicit any surety or guarantee of payment from a patient. Physician hereby agrees that in no event, including, but not limited to nonpayment by or insolvency of SleepMed, or breach of this Agreement, shall Physician bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against persons other than SleepMed for Network Services provided pursuant to this Agreement. Physician further agrees that (i) this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of Participants and that (ii) this provision supersedes any oral or written argument to the contrary now existing or hereafter entered into between Physician and a patient or person's acting on a patient's behalf. The Parties acknowledge that Physician may provide Non-Network Services and follow up care to Participants, and that Physician shall be permitted to charge and bill patients and their third party reimbursement programs for such Non- Network Services. SleepMed is not responsible for paying Physician for Non-Network Services.

3. Payment for Network Services; Billing and Collection.

3.1 Billing for Network Services. SleepMed shall have the sole and exclusive right to bill and collect from Network Clients and Participants for Physician's Network Services. Physician irrevocably assigns his or her right to bill for Network Services to SleepMed or its designee.

3.2 Payment for Network Services. For each Network Service performed hereunder, SleepMed or its designated agent shall pay Physician a fee in the amount set forth in the fee schedule attached hereto as Exhibit B. SleepMed shall pay Physician on the 30th of each month for all Network Services performed in the previous month. In the case of an Interpretation, the date of performance shall be the

date on which SleepMed receives the Interpretation report. SleepMed shall provide Physician with a fee schedule for other Network Services that may be added by SleepMed in its sole discretion from time to time. Physician may decline to provide such additional Network Services in accordance with the fee schedule by objecting to the fee schedule in writing to SleepMed. Upon receipt of Physician's notice of objection, SleepMed may, in its sole discretion elect to terminate this Agreement upon written notice to Physician.

3.3 Compensation Not Based on Referrals. The Parties agree that the amounts payable under this Agreement reflect the fair market value of the Network Services, have been negotiated at arms-length, and that neither the compensation paid hereunder nor the benefits to each other under this Agreement require, serve as payment for, or in any way are contingent upon the referral, admission, or any other arrangement for the provision of services to patients.

4. Professional Liability Insurance Coverage. At his or her sole expense, Physician shall obtain and maintain throughout the entire term of this Agreement appropriate primary medical malpractice insurance coverage with a company acceptable to SleepMed in the minimum amount of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, and shall have extended reporting or "tail" coverage in the same amount for an additional five (5) years following the termination of this Agreement. Physician shall provide a certificate of insurance, evidencing required coverage, to SleepMed. Such certificate shall provide sixty (60) days notice of cancellation, nonrenewal, or material change in coverage.

5. Events of Default. The following events shall be Events of Default:

5.1 Material Breach and Cure. Failure by any Party to observe or perform any material covenant, condition, or agreement under this Agreement shall constitute an Event of Default only if the default continues for a period of thirty (30) days after written notice of the default, or ten (10) days after the date due in the event of a failure to pay an amount due hereunder.

5.2 Violation of Health Care Law or Breach of Warranty. Either Party may terminate this Agreement immediately on notice to the other Party if the other Party is (i) convicted of violating any law or regulation concerning the provision of health care services; (ii) excluded from participating in any federal or state procurement or health care program; or (iii) with respect to Physician, Physician breaches the Representations and Warranties set forth in Section 2.1 of this Agreement.

6. Term and Termination.

6.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, and shall automatically renew annually, unless earlier terminated pursuant to this Section 6.

(a) Termination. This Agreement may be terminated prior to the expiration of its term upon the following events:

- (i) Upon an Event of Default as stated in Section 5; or
- (ii) At any time, with or without cause, upon thirty (30) days' prior written notice given by either Party to the other; or
- (iii) Immediately by SleepMed upon receipt of a notice of objection to a fee schedule as set forth in Section 3.2 above; or
- (iv) Immediately by SleepMed upon a change in law, regulation or policy that in the reasonable judgment of SleepMed renders this Agreement unlawful.

(b) No Waiver. Termination shall not be deemed to be a waiver of any other rights or remedies the Parties may have by reason of the circumstances on which the termination is predicated.

6.2 Effect of Termination upon Obligations of Parties. Upon termination of this Agreement, neither Party shall have any further obligation under it, except for obligations accruing prior to the effective date of termination or intended to extend beyond such termination.

7. Books and Records. The Parties shall maintain accurate, complete, and confidential records required to be maintained in the performance of this Agreement, including but not limited to patient records, including maintenance of an adequate filing system in conformity with applicable law and SleepMed policies.

8. HIPAA Compliance. The Parties will comply with all aspects of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and regulations promulgated thereunder, and as may be amended from time to time in the future.

9. Miscellaneous.

9.1 Exclusion of Federal Healthcare Beneficiaries. The Parties acknowledge and agree that the Network Services provided under this Agreement are intended to be used to provide items or services solely, directly or indirectly, to persons who are not beneficiaries of governmental health care networks. For the purpose of this Agreement, "Participants" are those patients whose medical expenses are not paid for or reimbursed, in whole or in part, by Medicare, Medicare Advantage, Medicaid, Managed Medicaid, Tricare, Department of Veterans Affairs, or any other federal health care network (as defined in 42 U.S.C. 1320a-7b(f)), any other state health care network (as defined in 42 U.S.C. 1320a-7), or any risk contract under Sections 1876(a), 1851, or 1903(m) of the Social Security Act (collectively, "Government Programs").

9.2 Marketing. Each Party grants to the other a non-exclusive, limited, royalty-free license to use the other's name with respect to identifying Physician as a Narrow Network Physician. Physician shall be permitted to use for this purpose such marketing materials provided by SleepMed for this purpose to indicate that Physicians is a Narrow Network Provider, and SleepMed may use Physician's name and contact information in materials identifying Physician as a Narrow Network Physician. Upon termination of this Agreement for any reason, by either Party, the license shall be terminated, and the Parties shall discontinue using the other's names and marketing materials. SleepMed shall have a reasonable amount of time to remove Physician's name from the list of Narrow Network Physicians, and shall not be required to recall any previously published materials using Physician's name.

9.3 Entire Understanding. This Agreement, together with any exhibits, attachments, schedules, and/or amendments hereto, sets forth the entire agreement and understanding between the Parties as to the Network Services contained herein, and merges and supersedes all prior discussions, agreements, and understandings of every kind and nature among them related to the Network Services contained herein. This Agreement shall not, however, supersede any agreements between the Parties related to other services not contained herein.

9.4 Amendments. Any modification or amendment to this Agreement shall become effective only if it is in writing and executed by the Parties, provided however that SleepMed may modify the Network Services and Fee Schedule upon written notice to Physician.

9.5 Confidentiality. Physician covenants and agrees to maintain in the strictest confidence the terms of this Agreement, including, without limitation, any and all fee schedules, patient flow protocols, and/or similar information disclosed to Physician hereunder, at all times during and after the Term of this Agreement.

9.6 No Exclusivity. Nothing in this Agreement shall be intended or construed to prevent either Party from entering into substantially similar agreements with other entities or persons similar to the other Party. Nothing in this Agreement is intended to require or guarantee that any number or volume of services will be requested of Physician.

IN WITNESS WHEREOF, this Accountable Care Network Agreement between the Physician and SleepMed executed as of the date first above written.

Physician:

SleepMed, Inc.:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Its: _____

Date: _____

Date: _____

SleepMed acknowledges that Physician's participation in the Narrow Network may be subject to prior approval of this Agreement by a third party, in which event, the approval of such third party shall be evidenced by the signature of its duly authorized representative below.

[Name of 3rd Party Entity]

Address: _____

Contact: _____

Approval:

By: _____
[Name of Representative]

Its: _____

EXHIBIT A
NETWORK SERVICES

1. [To be determined as set forth in Section 2.2.]

EXHIBIT B
FEE SCHEDULE

1. [To be determined as set forth in Section 2.2]

Registration Form

(Please include the signature page from the contract along with this completed Registration Form when you send your FAX, email or mail response)

let's get connected.

☐ I have signed the SleepMed Net agreement and enclosed it here.

Here are the best ways to contact me:

Name (Please Print): _____

Phone: _____

E-Mail: _____

Address: _____

I understand that I will be contacted by a network representative after SleepMed receives this agreement in order to finalize any documentation requirements and to discuss next steps.

I understand that I may be contacted via official network communications as new clinical service needs arise in my area. I will always have the opportunity to accept or reject these patient care opportunities on a case by case basis. I also understand that my membership in **SleepMed Net** immediately establishes me as a SleepMed Community Expert with associated market visibility but does not guarantee new network service opportunities, now or in the future.

Mail, fax, or email this documentation to:

SleepMed Net
SleepMed, Inc.
700 Gervais Street, Suite 200
Columbia, SC 29201
Fax: 803-779-2718
e-mail: network@sleepmedinc.com

If you have questions, please call 1-800-Sleepmed and press 5 or e-mail network@sleepmedinc.com.



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