

- 1.2 Terms: The terms used in this exhibit are the defined terms as specified in the applicable federal and/or state law. The specific form Agreement between the parties may utilize defined terms other than those noted in the federal and/or state law(s). For purposes of this exhibit, provider means a licensed facility or licensed, registered or certified health care professional(s) contracted to provide health care services under this Agreement
- 1.3 Citations: The citations are current as of the date of this Exhibit. Recodification of statutory and/or regulatory citations does not nullify the intent of the provision.

Where the statutory requirement is an additional obligation not otherwise specified in the Agreement, the parties agree that the statutory requirement will be added as an obligation. Where the statutory requirement specifically conflicts with a current obligation, the statutory requirement shall take precedence and replace the existing obligation as to the statutory requirement only, and shall not void any other valid provision of this Agreement. The statutory requirements identified below are limited to only those entities specifically covered by the statute.

- 2.1. If Network Provider participates in a discount medical plan organization as required by Florida Statute § 636.21492)(c), provider will not charge members more than the discounted rates.
- 2.2. As required by Florida Statute §627.64731 (2), contracting entity may sell, lease, rent, or otherwise grant access to the health care services of a participating provider under this health care contract. This health care contract applies to network rental arrangements and one purpose of this contract is selling, rentinaorinn8 (

“Under Florida law, physicians are generally required to carry medical malpractice insurance or otherwise demonstrate financial responsibility to cover potential claims for medical malpractice. However, certain part-time physicians who meet state requirements are exempt from the financial responsibility law. **YOUR DOCTOR MEETS THESE REQUIREMENTS AND HAS DECIDED NOT TO CARRY MEDICAL MALPRACTICE INSURANCE.** This notice is provided pursuant to Florida law.”

- 4.4. As allowed by F.S.A. §766.105 et seq., if provider participates in the Florida Patients’ Compensation Fund, provider will maintain professional liability insurance at the minimum levels required by F.S.A. §766.105.