

RULES AND REGULATIONS OF THE AMERICAN BOARD OF QUALITY ASSURANCE AND UTILIZATION REVIEW PHYSICIANS, INC.

Health Care Quality and Management (HCQM) Certification and Diplomate Status

Certification in Health Care Quality and Management (“CHCQM®”) represents a significant professional achievement in the fields of Health Care Quality Management and Patient Safety. Eligible health care professionals who have successfully completed the application/credentialing process and the Health Care Quality and Management (“HCQM”) certification examination become Diplomates of the American Board of Quality Assurance and Utilization Review Physicians (“ABQAURP”). Individuals who achieve and maintain status as a Diplomate (a “Diplomate”) will be provided access to certain documents on the ABQAURP website located at www.abqaurp.org (the “ABQAURP Website”) and agree to be bound by the Bylaws, Code of Ethics, and Rules and Regulations of ABQAURP, as these documents may be revised from time to time.

Diplomate Status

To maintain status as a Diplomate, ABQAURP’s Board of Directors (the “Board”) requires each Diplomate to complete eight (8) hours of ABQAURP-approved continuing education courses (“CE”) per two year Recertification cycle (“Recertification Cycle”), and to pay all dues and fees owed to ABQAURP as they become due.

Recertification

1) Continuing Education (CE) Recertification Requirements

The Recertification Cycle is 2 years, with the Diplomate’s initial Recertification Cycle beginning on January 1 after passing the examination, and ending on December 31 of the second year. Each Diplomate is required to complete a minimum of 8 Continuing Medical Education (“CME”) hours for Physicians or 8 Continuing Education contact hours (“CE”) for nurses and other health care professionals.

ABQAURP automatically reviews all Diplomate records every two years to determine whether a Diplomate has satisfied the CE requirements for a given Recertification Cycle. As a Diplomate accumulates hours of continuing education, ABQAURP updates the Diplomate’s CE record during each Recertification Cycle. Since the CE requirement is intended to keep a Diplomate current with emerging trends and technologies, excess hours cannot be applied to the next Recertification Cycle.

An updated Diplomate Certificate will automatically be mailed within 8 weeks of the Diplomate fulfilling the CE recertification requirements, provided all financial requirements have also been met.

Following are the CE recertification options:

Option 1:

Completion of a minimum of 8 credit hours of ABQAURP-sponsored CE through any combination of the following options:

- Attendance at any ABQAURP accredited CE conference.
- Completion of any ABQAURP accredited CE home study or online course(s).
- Attendance at any ABQAURP accredited jointly sponsored program of 8 CME / 8 CE or more credit hours.
- Development of an approved CE course or seminar for ABQAURP. The Diplomate will be awarded 8 credits toward the recertification requirement.

Option 2:

Completion of a minimum of 8 credit hours of ABQAURP approved, HCQM-focused content through non-ABQAURP sponsored CE programs. A CE recertification application, which can be found on the ABQAURP Website, must be submitted with certificates of attendance and the applicable fee.

Option 3:

In lieu of completing 8 hours of CE, a Diplomate may elect to retake the HCQM certification examination every 2 years.

2) Financial Recertification Requirements

Each Diplomate is required to remain current with all account balances. Through annual fees, Diplomates help support the research and development of educational programs and professional standards. Provided that a Diplomate has not defaulted on any ABQAURP Diplomate membership requirement, including those set forth herein, membership cards are automatically mailed upon payment of each year's annual fee.

Termination of Diplomate Status

Diplomate status may be terminated by the Board for any of the following reasons:

- Revocation of professional license; or
- Failure to fulfill the continuing education recertification requirement as determined by the Board in its sole discretion or as set forth in ABQAURP's Bylaws; or
- Falsification of application, conviction of a felony offense, or other adverse professional action detrimental to the organization as determined by the Board in its sole discretion; or
- Failure to pay any dues and fees owed to ABQAURP.

A Diplomate may voluntarily elect to terminate Diplomate status at any time by delivering written notice to the ABQAURP office.

Should a Diplomate choose to terminate his or her Diplomate status, or if his or her Diplomate status is terminated by the Board, such individual's name will be removed from ABQAURP's Diplomate Directory. Additionally, the former Diplomate will no longer receive Diplomate membership benefits. When verification of a Diplomate's HCQM board certification is requested,

ABQAURP must indicate that the Diplomate has not maintained his or her HCQM board certification, and, accordingly, that the individual is not a Diplomate.

A Diplomate must accurately state his or her HCQM board certification status at all times as more fully set forth in the rules for use of the ABQAURP Marks (as set forth herein). This includes descriptions in curriculum vitae, business cards, advertisements, publications, directories, and letterheads. Any Diplomate who has not maintained their certification, or has terminated their Diplomate status, may not claim Diplomate status, may not claim HCQM board certification, and must cease all use of the ABQAURP Marks and all logos relating to HCQM board certification, and must revise all descriptions of his or her qualifications accordingly.

In order to re-establish Diplomate status, the individual must complete the reinstatement process set forth by ABQAURP in the Member Reinstatement Form (which can be found on the ABQAURP Website) and must pay all past fees due. Reinstatement is valid only for Diplomates that are within the “grace period” (no more than 120 days past due on their continuing education requirement and/or financial obligations).

Rules for Use of ABQAURP Marks and Designations

The Board has delineated the following rules for the appropriate use by Diplomates of the terms: “ABQAURP Board Certified”, “Diplomate of ABQAURP”, “Board Certified in HCQM”, the designation “Certified in Health Care Quality and Management” and/or “CHCQM®”, and the ABQAURP Certified Diplomate Logo (collectively referred to as, the “ABQAURP Marks”). The following is the ABQAURP Certified Diplomate Logo, which shall be used in accordance with the terms of the Certified Diplomate Logo Program set forth on the ABQAURP Website:



License; Authorized Use

Subject to the terms and conditions of these Rules and Regulations and subject to a Diplomate maintaining his or her Diplomate status, ABQAURP hereby grants to that Diplomate a nonexclusive, revocable license to use the ABQAURP Marks in connection with his or her board certification in the United States or any other country where ABQAURP offers its services. This license shall commence on the date that an individual becomes a Diplomate and continue until the date that an individual is no longer a Diplomate, unless sooner terminated as permitted herein.

The ABQAURP Marks shall only be used by those individuals who are Diplomates, in accordance with the certification standards established by the Board. The ABQAURP Marks may not be transferred, assigned or sublicensed to any individual or entity who is not a Diplomate. A Diplomate shall not harm, misuse, or bring into disrepute the ABQAURP Marks and shall not promote, advertise, or sell his or her services under the ABQAURP Marks in any manner that

violates any applicable law or regulation. In no event shall ABQAURP be liable for any damages arising out of a Diplomate's use of the ABQAURP Marks in violation of any local, state, governmental, or federal law.

For the limited and exclusive purpose of assessing compliance by a Diplomate of the requirements of use of the ABQAURP Marks, ABQAURP shall be permitted to request, at no cost to ABQAURP, samples of any marketing or advertising materials depicting any of the ABQAURP Marks, at the Diplomate's expense. The Diplomate acknowledges that each of the ABQAURP Marks is unique and original and that ABQAURP is the owner of all rights in and to each and all of the ABQAURP Marks. Any use of any of the ABQAURP Marks by a Diplomate, and the goodwill generated thereby, shall inure to the sole and exclusive benefit of ABQAURP. Moreover, a Diplomate shall not at any time dispute or contest, directly or indirectly, ABQAURP's exclusive right, title, and interest in and to any of the ABQAURP Marks or the validity thereof.

A Diplomate is encouraged to actively promote his or her certification, and is authorized to represent himself or herself as a Diplomate of ABQAURP; this includes the use of the CHCQM[®] mark/designation with his or her other credentials. A Diplomate may list the CHCQM[®] mark/designation next to his or her name and degree(s), introduce himself or herself as a Diplomate of the American Board of Quality Assurance and Utilization Review Physicians, and publish his or her certification accomplishment of becoming "Board Certified in CHCQM[®]" in personal and staff biographies. Upon request, the ABQAURP office will provide a press release for publication in local newspapers, company websites, and newsletters.

A Diplomate can request the ABQAURP Certified Diplomate Logo to use to further promote his or her accomplishment per the terms of the Certified Diplomate Logo Program set forth on the Diplomate Logo application in Members Only on the ABQAURP Website. Upon approval of use by the ABQAURP office, the Certified Diplomate Logo and the other ABQAURP Marks may be used in biographies, letterhead, business cards, Internet pages, newspaper advertisements, telephone listings, pamphlets, and brochures, etc.

Unauthorized Use

The Board considers misrepresentation of Diplomate status to be a serious matter. An individual who was formerly a Diplomate is not authorized to use the ABQAURP Marks. Once Diplomate status is terminated, for any reason, all rights and licenses granted under these Rules and Regulations shall terminate and immediately revert to ABQAURP. Immediately upon terminating Diplomate status for any reason, former Diplomate shall cease and discontinue any and all use of all of the ABQAURP Marks, and deliver to ABQAURP, or at ABQAURP's sole option, cause to be destroyed, all materials and content upon which any of the ABQAURP Marks appear.

A Diplomate's unauthorized use or misuse of an ABQAURP Mark infringes on ABQAURP's rights in those designations and is likely to confuse and mislead the public. Additionally, the unauthorized use of ABQAURP's Marks suggests an affiliation, sponsorship, or endorsement, which an Individual no longer holding Diplomate status does not have with ABQAURP. Consequently, the unauthorized use and/or misuse of the ABQAURP Marks may constitute, among other things, trademark infringement and unfair competition under state and federal law. Federal law provides for significant penalties for such conduct, including ABQAURP's recovery of its actual damages, an award of the infringing party's profits, and an award of ABQAURP's attorneys' fees.

For all of the above reasons, ABQAURP will enforce its rights and it will take appropriate legal action against those who use its ABQAURP Marks improperly or without ABQAURP's authorization.

Miscellaneous

These Rules and Regulations shall be governed by and construed under the laws of the State of Florida without reference to conflicts of law principles. Exclusive venue for any litigation permitted under these Rules and Regulations shall be Pasco County, Florida. Each party irrevocably and unconditionally: (a) agrees that any suit, action or other legal proceeding arising out of or relating to these Rules and Regulations shall be brought in the courts of record of the State of Florida in Pasco County or the courts of the United States District Court for the Middle District of Florida; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any such courts; and (d) agrees that service of any court paper may be effected on such party by any manner as may be provided under applicable laws or court rules in said state. If any legal action is initiated by any party to these Rules and Regulations arising out of or relating to the alleged breach, performance or non-performance of any right, obligation, or other provision of these Rules and Regulations, any and all fees, costs and expenses reasonably incurred by each successful party shall be paid or reimbursed by the unsuccessful party.

A Diplomate shall be solely responsible for any injuries or property damage arising or resulting from the actions or failure to act of Diplomate. In this regard, Diplomate agrees to indemnify and hold harmless ABQAURP, and its directors, officers, employees, other contractors, agents or invitees, of and from any and all damages, losses, costs, claims, or liabilities asserted against it by any third party for: (a) breach of any representation, warranty or covenant made by Diplomate hereunder; (b) any actual infringement or misappropriation by Diplomate of any third-party patent, trademark, copyright, trade secret, or other third-party intellectual property rights in which ABQAURP has a property interest, under the terms of these Rules and Regulations or otherwise; or (c) any personal injury or property damage arising or resulting from the actions or failure to act of Diplomate. The provisions of this Paragraph shall survive the termination of Diplomate status and shall survive termination of these Rules and Regulations.

Each provision of these Rules and Regulations shall be treated as a separate and independent clause. If any court rules that a provision of these Rules and Regulations is void or unenforceable in whole or in part, this ruling shall not affect the validity of the remainder of these Rules and Regulations. If one or more of the provisions of these Rules and Regulations is held to be excessively broad, such provision or provisions will be construed by the appropriate judicial body by limiting or reducing it or them to the minimum extent permitted by law. All representations, warranties, rights, obligations, and covenants contained in these Rules and Regulations, or in any instrument, exhibit, or other writing intended by the parties to be a part of these Rules and Regulations, shall survive the termination of Diplomate' status and shall survive termination of these Rules and Regulations. ABQAURP's failure to enforce any provision of these Rules and Regulations shall not be deemed a waiver of such provision or of ABQAURP's right to enforce each and every provision of these Rules and Regulations. Any such failure shall not operate or be construed as a waiver of any subsequent breach by Diplomate of the same or a different provision.