

SEIDEN & ALDER
MATTHEWMAN
A PROFESSIONAL ASSOCIATION

L01000022701

August 30, 2002

*Please reply to Boca Raton Office

02 SEP - 4 AM 10:30
STATE DEPT OF STATE
DIVISION OF CORPORATIONS

Florida Department of State
Division of Corporations
409 East Gain Street
Tallahassee, FL 32399

Re: Managed Care Solutions, LLC
Document No.: L01000022701

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-09/04/02--01038--001
*****25.00 *****25.00

To whom it may concern:

Enclosed please find a Statement of Change of Registered Office of Registered Agent or Both for the above-referenced Florida limited liability company, along with our check in the amount of \$25.00 representing the filing fee.

Ray Berry was previously listed as the Registered Agent and was wrongfully removed by attorneys for Kara Atchison. I have attached to this letter a pleading which Ms. Atchison filed in another case against Mr. Berry in which she alleges that he formed this company secretly and without her knowledge. See Exhibit "A" at paragraph 26. Therefore, it is obvious that she does not have the authority to substitute herself as the Registered Agent for this company.

I understand that the Department of Corporations takes Amendments at face value, but respectfully request that you change the Registered Agent back to Ray Berry as noted on the enclosed form.

If you have any questions or comments, please do not hesitate to give me a call.

Name	
Availability	
Document Examiner	KB/let
Updater	
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CC: Andrew Seiden, Esq.	
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P. Verityer	

Sincerely,
J. Andrew Fine

BOCA RATON
2300 Glades Road
West Tower • Suite 340
Boca Raton, Florida 33431
561.416.0170
Fax: 561.416.0171

MIAMI
44 West Flagler Street
Courthouse Tower • Suite 1100
Miami, Florida 33130
305.577.3707
Fax: 305.424.1705

FF \$25

**STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR
BOTH FOR LIMITED LIABILITY COMPANY**

Pursuant to the provisions of sections 608.416 or 608.508, Florida Statutes, the undersigned limited liability company submits the following statement in order to change its registered office or registered agent, or both, in the State of Florida.

1. The name of the limited liability company is: Managed Care Solutions, LLC
2. The mailing address of the limited liability company is : 4600 Sheridan Street, Hollywood, FL 33021

3. Date of filing/registration in Florida
12/28/01

4. Document number
L-01000022701

5. The name of the registered agent and the registered office address as shown on the records of the Florida Department of State:

Kara L. Atchison

Name

4600 Sheridan Street, 4th Floor

Address

Hollywood, FL 33021

City, State and Zip

6. The name and address of the new registered agent and/or office:

Ray Berry

Name

751 North Lake Drive

Florida street address (P.O. Box NOT acceptable)

Hollywood FL 33019

City, State and Zip

If the limited liability company is not organized under the laws of the State of Florida, it is hereby confirmed that after the change or changes are made, the Florida street address of the registered office and the business office of the registered agent will be identical. Or, in the case of a Florida limited liability company, it is hereby confirmed that the change(s) was/were authorized by an affirmative vote of the members of the limited liability company or as otherwise provided in the articles of organization or the operating agreement of the limited liability company.

Ray Berry
(Signature of a member or authorized representative of a member)

Ray Berry

(Printed or typed name of signee)

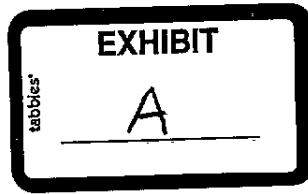
I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

Ray Berry
(Signature of Registered Agent)

Division of Corporations, P.O. Box 6327, Tallahassee, FL 32314

02 SEP -1, AM 10:30

SECRETARY OF STATE
DIVISION OF CORPORATIONS



IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT, IN AND
FOR BROWARD COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 02-014363 CACE 18

MANAGED CARE SOLUTIONS, INC,

Plaintiff,

v.

RAY T. BERRY,

Defendant.

AMENDED COMPLAINT

Plaintiff, MANAGED CARE SOLUTIONS, INC., sues Defendant, RAY T. BERRY, and alleges as follows:

1. This is an action for injunctive relief and damages in excess of Fifteen Thousand Dollars (\$15,000.00), against a natural person residing in Broward County, Florida, arising out of theft of trade secrets and other wrongful conduct that occurred in Broward County, Florida.
2. Plaintiff is a Florida corporation with its principal place of business in Broward County, Florida. Plaintiff is in the business of managing all aspects of appeals made by hospitals to managed care companies following a managed care company's denial of an insurance claim for medical care.
3. Defendant is a natural person who resides in Broward County, Florida. Defendant is a minority shareholder of Plaintiff. In the past, Defendant was President and a Director of Plaintiff.

**Plaintiff's Business
Managed Care Appeal Process**

4. Whenever a hospital provides medical services to a client that is insured by a managed care company (PPO or HMO), the hospital makes a claim for payment to the patient's managed care company. The manner and method of the hospital's claim for payment is determined by contracts in place between the hospital and the particular managed care company involved in the claim, as well as the law of the state where the hospital is located. Nevertheless, all claims to all managed care companies have to be made on a universal billing form used nationwide and known in the industry as a "UB92 Form".

5. The claim requirements are complicated and strict. The UB92 Form itself contains a minimum of 132 fields that must be completed to make a valid claim. Additionally, there are thousands of diagnosis codes and service codes that are available to put in the fields of the UB92 Form to make a valid claim. Because the claim system is so complicated, there are hundreds of reasons why an otherwise valid claim may be denied by a managed care company because of technical defects.

6. Quite frequently, the managed care company denies the claim made by the hospital because of technical defects in the claim. When a claim is denied, the hospital must employ an appeal process that is unique to each managed care company and is governed by the law of the state where the hospital is located.

7. The requirements of the appeal process itself is complicated and strict. On average, each managed care company has about 500 reasons why a claim may be denied. The reasons for denying a claim are enumerated by each managed care company in a system of denial codes that is

unique for each managed care company. In the appeal, the hospital must evaluate the denial codes given for any particular denial of a claim, take whatever action is required to overcome the denial code, and then file an appeal along with a new UB92 Form.

8. Plaintiff's business is to handle the entire appeal process from beginning to end for its hospital clients. Currently, Plaintiff handles all aspects of claims appeals for five hospitals located in Florida, New York and Georgia.

Plaintiff Develops Highly Successful Appeals Process

9. Plaintiff was founded in or around 1999 by Kara Atchison ("Kara") and her brother Keith Atchison ("Keith"). At the time of its founding, Kara owned 90% of Plaintiff's shares and Keith owned 10% of Plaintiff's shares.

10. From the beginning, Kara was the driving force behind Plaintiff's business. Prior to forming Plaintiff, Kara worked for over 15 years in the hospital billing industry.

11. From around 1997 to 2002, Kara worked as a consultant for, or employee of, the South Broward Hospital District, where she devised procedures for handling this hospital's appeals to the numerous managed care companies with which this hospital has contracts.

12. Over the years, Kara's procedures were stored in an "Appeals Cookbook" that contained the best methods for dealing with any particular denial code for any particular managed care company for the three states in which Plaintiff's hospital clients are located.

13. When Kara first started working for the South Broward Hospital District, this hospital had an 18% denial ratio, meaning that 18% of its claims to managed care companies were being denied. Seven months after Kara implemented her procedures at this hospital, the denial ration

dropped to 7%. After eighteen months of Kara's work, the South Broward Hospital District's denial ratio dropped to 4%. Currently, this hospital's denial ratio hovers at around 2%.

14. When Kara and her brother founded Plaintiff, Kara gave her Appeals Cookbook to Plaintiff.

Unique Software Streamlines the Claims Appeal Process

15. Prior to the year 2001, Plaintiff used off-the-shelf data base software such as Excell and Access to handle the data for each particular claims appeal. Nevertheless, the off-the-shelf data base software did not allow for automated processing of claims appeals. The data base software was only useful for generating reports of why claims had been denied, the status of the claim, the amount of money owed by each managed care company, etc. These reports then had to be taken by Plaintiff's employees and manually reviewed and updated as Plaintiff manually handled the claims appeal.

16. Sometime in July 2001, Plaintiff decided that it wanted to purchase computer software to automate the claims appeal process. Plaintiff wanted the software to do more than just generate reports. Plaintiff wanted the software to incorporate the rules contained in her Appeals Cookbook so that the computer itself could match the denial codes for a particular denial by a particular managed care company with the successful method for overcoming the denial code contained in Plaintiff's Appeals Cookbook.

17. Unfortunately, there was no software that could accomplish what Plaintiff wanted. Plaintiff contacted Sysinct, which is the trade name of IKON Office Solutions Technology Services, LLC, about the software, but Sysinct could not meet Plaintiff's unique needs. Thereafter, Plaintiff

contracted and paid Fusive to develop software, but after some time trying to develop the software, Fusive was unable to do so according to Plaintiff's unique specifications.

18. Fortunately, Plaintiff became in touch with B.C.A. Corporation ("BCA"). BCA is in the business of providing computer consultant services. BCA learned the intricacies of Plaintiff's business and began developing a software program called "SwiftAppeal". Eventually, Plaintiff and BCA entered into a License Agreement and Service Agreement to install a draft version of SwiftAppeal in Plaintiff's computer systems and begin to build the SwiftAppeal software on Plaintiff's computer systems according to Plaintiff's unique specifications. A true copy of the License Agreement is attached hereto as Exhibit "A"

19. SwiftAppeal was developed uniquely for Plaintiff's business. Currently, SwiftAppeal contains the rules of Plaintiff's highly successful Appeals Cookbook.

Defendant Becomes Minority Shareholder

20. Sometime in June 2000, after Plaintiff had already started its business, Defendant came to work with Kara at Plaintiff's offices. Plaintiff issued shares to Defendant such that Defendant had a 40% interest in Plaintiff's shares.

21. Over the course of the years, other persons came to work for Plaintiff and received minority stakes in Plaintiff's shares. Some of these people eventually left Plaintiff and Plaintiff repurchased the shares it had previously issued.

22. As of June 2002, and to the present time, only three shareholders hold the following ownership interest in Plaintiff:

Kara holds 50% of the shares

Defendant holds 45% of the shares

Keith holds 5% of the shares

23. Over the past few months, Kara and Keith noticed that Defendant was engaging in self-dealing behind their backs and undertaking acts that were a breach of the fiduciary that Defendant owed Plaintiff and his fellow shareholders.

24. The majority shareholders noticed that Defendant had copied the SwiftAppeal software from Plaintiff's computer systems and either mailed the copy or attempted to mail a copy to Mike Miller, of Sysinct, the company which Plaintiff had previously decided not to deal with regarding the software.

25. Defendant's actions are in direct violation of Plaintiff's agreement with BCA.

26. Additionally, the majority shareholders learned that behind their backs, Defendant formed a company called Managed Care Solutions, LLC, in which Defendant would be the majority shareholder and Kara and Keith would be relegated to minority shareholders.

27. Worried that if left unfettered Defendant would destroy their rightful majority interest in Plaintiff, on July 16, 2002, Kara and Keith held a shareholder meeting and voted to remove Defendant as a director of Plaintiff and to elect Kara and Keith as Plaintiff's sole directors.

28. Shortly thereafter, the newly constituted Board of Directors voted to remove

Defendant as President and instead named Kara as President and Secretary of Plaintiff.

29. Additionally, a majority of the shareholders, the Board of Directors, and Kara, in her position as President and Secretary of Plaintiff, terminated Defendant's employment with Plaintiff.

COUNT I
(Theft of Trade Secrets - SwiftAppeal)

30. Plaintiff realleges the allegations of Paragraphs 1 through 29 as if fully set forth herein.

31. The SwiftAppeal software is a trade secret of Plaintiff as defined in Florida Statutes Section 688.002(4).

32. At all material times, Defendant knew or had reason to know that the SwiftAppeal software is a trade secret of Plaintiff.

33. Defendant misappropriated Plaintiff's trade secret by copying the SwiftAppeal software from Plaintiff's computer system and removing the copy from Plaintiff's office.

34. Defendant misappropriated Plaintiff's trade secret by sending or attempting to send the SwiftAppeal software to Sysinct.

35. Plaintiff has demanded that Defendant return the software but Defendant has refused to return it.

36. As a direct, proximate and foreseeable consequence of Defendant's misappropriation of the SwiftAppeal software, Plaintiff will suffer irreparable harm and other damages, including, but not limited to, actual losses to Plaintiff and unjust enrichment by Defendant.

37. Pursuant to Florida Statutes Section 688.003, Plaintiff is entitled to an injunction preventing Defendant from possessing, distributing or copying Plaintiff's SwiftAppeal software.

38. Pursuant to Florida Statutes Section 688.004, Plaintiff is entitled to damages.

WHEREFORE, Plaintiff, MANAGED CARE SOLUTIONS, INC., demands an immediate injunction preventing Defendant, RAY T. BERRY, from possessing, distributing or copying Plaintiff's trade secrets, plus damages, including attorneys' fees and costs, pre and post judgment interest, and for all further relief this Court deems just and proper.

COUNT II

(Theft of Trade Secrets – Customer Lists, Procedures and Confidential Patient Files)

39. Plaintiff realleges the allegations of Paragraphs 1 through 29 as if fully set forth herein.

40. At all material times, Plaintiff had on its computer systems customer lists, appeal procedures, the Appeal Cookbook and confidential patient medical records. These items are Plaintiff's trade secrets as defined in Florida Statutes Section 688.002(4).

41. At all material times, Defendant knew or had reason to know that these items are Plaintiff's trade secrets.

42. Defendant misappropriated Plaintiff's trade secrets by copying these items for himself, removing them from Plaintiff's computers, and removing the copies from Plaintiff's office.

43. Plaintiff has demanded that Defendant return these items but Defendant has refused to return them.

44. As a direct, proximate and foreseeable consequence of Defendant's misappropriation of these items, Plaintiff will suffer irreparable harm and other damages, including, but not limited to, actual losses to Plaintiff and unjust enrichment by Defendant.

45. Pursuant to Florida Statutes Section 688.003, Plaintiff is entitled to an injunction

preventing Defendant from possessing, distributing or copying Plaintiff's customer lists, appeal procedures, the Appeal Cookbook and confidential patient medical records.

46. Pursuant to Florida Statutes Section 688.004, Plaintiff is entitled to damages.

WHEREFORE, Plaintiff, MANAGED CARE SOLUTIONS, INC., demands an immediate injunction preventing Defendant, RAY T. BERRY, from possessing, distributing or copying Plaintiff's trade secrets, plus damages, including attorneys' fees and costs, pre and post judgment interest, and for all further relief this Court deems just and proper.

COUNT III
(Breach of Fiduciary Duty)

47. Plaintiff realleges the allegations of Paragraphs 1 through 46 as if fully set forth herein.

48. At all material times, Defendant owed to Plaintiff a fiduciary duty to act in the best interests of Plaintiff and all of Plaintiff's shareholders.

49. Defendant breached his fiduciary duty to Plaintiff by, among other things, misappropriating Plaintiff's trade secrets, removing from Plaintiff's offices confidential patient information, and acting behind the backs of Plaintiff's majority shareholders to effectuate a personal gain for himself.

50. As a direct, proximate and foreseeable consequence of Defendant's breach of his fiduciary duty, Plaintiff has been damaged.

WHEREFORE, Plaintiff, MANAGED CARE SOLUTIONS, INC., demands judgment against Defendant, RAY T. BERRY, for damages, including attorneys' fees and costs, pre and post judgment interest, and for all further relief this Court deems just and proper.

Demand For Jury Trial

Plaintiff demands a trial by jury on all issues that may be tried by a jury.

Dated this 7th day of August, 2002.

JOSEPH A. CARBALLO, P.A.

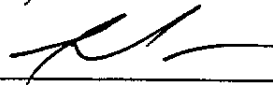
Attorneys for Plaintiff

2600 Douglas Road, Suite 600

Miami, Florida 33134

Tel: (305) 673-8300

Fax: (305) 673-8358

By: 
Joseph A. Carballo
Fla. Bar No. 983845

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Statement of Work License Agreement Service Agreement Confidentiality Agreement

Managed Care Solutions
(Client)

Kara Atchison, CEO
(Client Contact)

Automated Denial Processing Application
(Title of Project)

This Statement of Work outlines the services to be provided by BCA Corp. to Managed Care Solutions in connection with the foregoing Project. This Statement of Work is intended to specify the services to be provided during each phase of the Project and to detail the obligations of both parties.

Statement of Work dated: November 9th, 2001

EXHIBIT A

RB

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1. Project Objective

BCAC will create a software application system that will allow MCS to structure and automate their day to day operation. The application will impose through its architecture standardized processes in an effort to minimize the variations in operational processes, centralize reports and administration and provide a managerial tool for MCS administration. In a second phase, BCAC will create a web enabled reporting system that will allow authorized access to centralized reports.

Due to time and implementation constraint and the existence of an existing database under access, the first phase of the software shall be developed under that platform. It is understood by the parties that the third phase of the software development will consist in rewriting the software in ASP and in that version have it completely accessible through the web.

2. Project Deliverables

BCAC will only provide under that contract the following software and documentation:

Software: See attached Exhibit 1

Documentation: Implementation documentation will be provided at the conclusion of each of the phases of the project.

Development Services: BCAC will provide the installation and development of each and all of the licenses under the Setup and Installation Schedule that will be submitted by the end of Phase 1 to MCS. This installation fee shall be below ten thousand dollars per license site for the server only and not including any of the client unit.

Other: BCAC will provide the installation of the first license of this application.

3. Project Implementation

Implementation will occur at the following Managed Care Solutions site:

4600 Sheridan Street, Ste. 400
Hollywood, FL 33021

4. Services

- BCAC will provide the following services:
- Install and Configure One (1) Administration Client Server
- Set up of the users
- Establish Access Jet and SQL Database and Tables
- Develop Sequence - Processes
- Develop Data Upload Application
- Develop User Interface - Look And Feel
- Create Ten (10) Initial Reports
- Testing and Acceptance
- Customer Training
- Documentation
- Visit Client Sites for Data Upload Where Necessary

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facility/hospital. A Client License is valid for only one unit (computer). However, a Client License can be used for multiple facilities as long as used on the same machine.

Any additional license shall be subject to a yearly license fee as follow to be paid at the beginning of the year or within 30 days from the final installation the first year:

Server License - 1st year: \$50,000 per site/facility or hospital

Server License - 2nd year: \$10,000 per site/facility or hospital

Client License - 1st year: \$1,500 per machine

Client License - 2nd year: \$1,000 per machine

A license is required for each facility setup on one or a few machines as described in the License Agreement Attached.

9. Alternative Financing

Based on MCS request, and in view of the project as well as the cash flow restriction MCS is facing, BCAC is offering the following alternative formulas:

Regular Rate Development Cost

Regular Rate Invoicing

IS Services & Junior Developer: \$130/hours

Senior Developer & Analyst: \$250/hours

Estimated Project Cost: \$250,500

(With a Maximum of \$275,000)

Setup and Proprietary fees (see attached Fee Schedule)

Server and Client Licenses (as indicated in Licensing Clause)

Flat Rate Development Cost

\$60,000 upfront

+ \$90,000 at Completion of phase 1

+ \$90,000 at Completion of Phase 3

Estimated Project Cost: \$240,000

Setup and Proprietary fees (see attached Fee Schedule)

Server and Client Licenses (as indicated in Licensing Clause)

Bare Cost + Progressive License

Development Cost at a Reduced Rate Invoicing

IS Services & Junior Developer: \$75/hours

Senior Developer & Analyst: \$130/hours

Yearly License Cost: 10% of MCS gross revenue generated from MCS Client with a minimum of \$100,000 the 1st year and \$20,000 the following years per site and/or facility.

Setup and Proprietary fees (see attached Fee Schedule)

~~Server and Client Licenses (as indicated in Licensing Clause)~~ (S) KA

10. Managed Care Solutions Responsibilities

For the project to be successful, MCS must commit to the following general obligations:

- MCS will provide a single point of contact for project coordination with BCAC.

(S) KA

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- MCS will ensure purchase orders are issued in a timely manner, to ensure that hardware and software (if required) will be obtained before the commencement of any phase.
- MCS understands any hardware or software not available may delay the timetable for the project.
- MCS understands no configuration outside of the requirements for the product being installed will be performed under this contract and any such request will be billed on the base of our regular rate.
- MCS understands if hardware is defective, there may be a time delay while the equipment is replaced.
- MCS will be responsible for the installation and readiness of an Internet connection at any remote MCS sites.
- MCS will provide any and all assistance required to facilitate site meetings with each location that will deliver data to the application. This includes badges, passwords, access cards, and parking privileges, as well as the arrangement of key personal availability.
- MCS will be responsible for configuration of all remote end-user's personal computers outside of the designated home locations unless agreed otherwise.
- MCS will ensure accuracy of data/information supplied to BCAC.
- MCS understands that BCAC relies on immediate clarification and resolution regarding the integrity of data/information supplied to BCAC.
- MCS will manage the demands of other business endeavors at the implementation site(s).
- MCS will provide any and all training not listed in this Statement of Work to the end users.
- MCS may request that BCAC assist with the completion of any of the above-mentioned tasks; however, the professional service hours necessary to complete such tasks have not been accounted for within this Statement of Work.
- MCS has to provide a machine on which the application could be developed and stored on the dedicated machine in MCS offices. MCS guarantee that none of the sources nor any copies of the application shall be distributed, copied on any unqualified machine or to any third party, clients contractor or vendor without a written and signed authorization from BCAC.

11. Testing and Acceptance Criteria

BCAC will develop the project live, with the constant input of the MCS team. BCAC will request on regular basis meeting with the MCS staff to finalize the current stage of the software. Each version of the software will be then put live immediately and any arising issues will be dealt with accordingly. By keeping the version live for more than a week without any issues, the version will be deemed accepted. Upon successful completion of all tests for each of the phases, BCAC will provide Managed Care Solutions with a Phase Acceptance Form that Managed Care Solutions agrees to promptly sign. For a period of thirty (30) days following delivery of the completed software application, BCAC agrees to promptly remedy any failure to perform in accordance with BCAC the common specifications in any material respect (except to the extent such error

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or defect was not attributable to any act or omission of BCAC) following receipt of written notice from Managed Care Solutions. The foregoing represents the sole remedy of Managed Care Solutions and the sole obligation of BCAC in respect of such a failure. If, at the end of such thirty (30) day period, Managed Care Solutions has not notified BCAC in writing of any such failure, the application shall be deemed to be accepted and final.

12. Registration, Patent, Trademark and Copyright and Confidentiality

It is understood between the parties that BCAC intend to copyright and patent the Software at the end of Phase 1 and accordingly, MCS and its officers understand that the source of the software in development are subject to a strict confidentiality. Any and all software programs, collection programs, intellectual property, equipment of BCAC are proprietary and confidential in nature and the sole and exclusive property of BCAC, and MCS shall keep any and all related information confidential during the Term of this Agreement and thereafter. All BCAC materials are under copyright protection and may not be duplicated. Upon termination or expiration of this Agreement, MCS will relinquish any and all products, programs or property at the request of BCAC. All registered and unregistered trademarks are the sole property of their owners, and are specifically listed in the Software Product Description or user documentation for this Software Program.

13. CONFIDENTIALITY.

MCS acknowledges that any information obtained regarding the application is confidential and shall not be revealed or disclosed to any person, or other entity without the expressed written permission of BCAC.

BCAC recognizes that MCS's and MCS's customers' data are proprietary and confidential, and BCAC agrees not to reveal or copy any information related to this Agreement, except in response to a request from a governmental entity or under order of a court of competent jurisdiction, without MCS's written permission and vice-versa.

MCS acknowledges that any information obtained regarding the application is confidential and shall not be revealed or disclosed to any person, or other entity without the expressed written permission of BCAC.

14. Independent Contractor

The relationship between BCAC and MCS is that of independent contractors and neither shall be considered an agent or representative of the other for any other purpose. Likewise, nothing herein shall be construed to create in law or in fact an employment, partnership, or joint venture relationship between BCAC and MCS or between any of MCS's employees and BCAC employees. *RB*

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15. Assignment

This Agreement shall not in any manner be assigned, delegated or transferred by either party without the prior written consent of the other party. Any such transfer, assignment or attempted assignment shall be void. Notwithstanding the foregoing, MCS may assign this Agreement to any Controlling or Controlled Entity. For purposes of this Agreement, a Controlled Entity shall be any entity in which MCS (or its principal shareholders) controls fifty-one (51) percent or more of that entity's shares or interests. A Controlling Entity shall mean any entity, which controls fifty-one (51) percent or more of MCS.

16. Binding Agreement

This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their respective officers, employers, agents, heirs, and personal and legal representatives, successors, and permitted assignees, if any.

17. Amendment

No change or modification of this Agreement shall be valid or binding upon the Parties unless and until the same is in writing and signed by both Parties.

18. Notices

Any notice to be provided pursuant to this Agreement shall be in writing and shall be provided by hand delivery, FedEx or certified mail, return receipt requested as follows:

Notices to BCAC shall be sent to: Raphael Baruch B.C.A. Corp. 1701 Espanola Drive Miami, FL - 33133	Notices to MCS shall be sent to: Kara Atchison, CEO Managed Care Solutions, Inc. 4600 Sheridan Street, Suite 400 Hollywood, FL 33021
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Any notice provided pursuant to this Agreement shall be effective as of the earlier of the date received or within three (3) business days following mailing by FedEx or certified mail, return receipt requested. Either party, by written notice to the other, may change the address, persons, or entities to whom notice is to be provided.

19. Legal Fees and Costs

In the event either party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover from the other party such legal expenses, including attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such party shall be entitled through all arbitration, trial and appellate proceedings.

20. Waiver Of Breach

The waiver by either party of breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or other provision hereof.

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21. Severability

If any one or more of the provisions of this Agreement is ruled to be wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction then: (a) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected; (b) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (c) the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to amend and to reform the provision(s) to the minimum extent necessary to render it valid and enforceable in conformity with the Parties' intent as manifested in this Agreement and a provision having a similar economic effect shall be substituted; and (d) if the ruling and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in the Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

22. Applicable Law

The construction, interpretation, and enforcement of this Agreement shall be at all times and in all respects be governed by the laws of the State of Florida, without reference to Florida's choice of law or conflict of law provisions or principles.

23. Entire Agreement

As of the Effective Date, this Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supercedes any prior written or oral agreement pertaining to the subject matter hereof. No change or modification of this Agreement, including the exhibits, shall be valid or binding upon the Parties unless and until the same is in writing and signed by the party against whom enforcement of such changes or modification is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers, as of the November 9th 2001.

For Managed Care Solutions
Kara Atchison, CEO



For B.C.A. Corp.
Raphael Baruch



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Appeal Application by BCAC

LICENSE AGREEMENT

This document is the legal agreement governing your use of the Software.

LICENSE TERMS

1. **GRANT**

Upon your qualification for this license and your signature on this form, BCA Corp. ("BCAC") will grant Managed Care Solutions Inc. ("MCS") the right to use the Appeal Application ("Software") on a single computer ("Licensed Computer") for either the Server Application or the Client Application.

2. Your license will be granted upon the installation of the matching database. Your rights to use this software is LIMITED TO ONE YEAR from date of the installation.

3. You may not copy the Software into the local memory or storage device of any computers without prior written authorization from BCAC. You may make a single archival or back-up copy of the Software.

4. You may NOT transfer your rights to use the Software, the Software itself and the accompanying documentation including this License Agreement.

5. **COPYRIGHT**

The Software is owned by BCAC and its suppliers and is protected by copyright laws and international treaties. Your use of the Software and associated documentation is subject to the applicable copyright laws and the express rights and restrictions of this License Agreement.

6. **RESTRICTIONS**

You may not rent, lease, or otherwise transfer the Software except as expressly authorized in this License Agreement or in writing by BCAC.

7. You may not remove any copyright, trademark or other proprietary notices from the Software or the media.

You may not reverse engineer, decompile, or disassemble the Software, except to the extent BCAC cannot prohibit such acts by law.

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For Managed Care Solutions
Miami, November 9th 2001
Kara Atchison, CEO

Kara Atchison

For B.C.A. Corp.
Miami, November 9th 2001
Raphael Baruch

Raphael Baruch