

## PROVIDER GROUP SERVICES AGREEMENT

This Provider Group Services Agreement ("Agreement") is by and between CIGNA HealthCare of Illinois, Inc. ("CIGNA") and Children's Community Physicians Association ("Group") and is effective on MAY 1st, 2009 (the "Effective Date"). By entering into this Agreement, Group and its Represented Providers agree to provide Covered Services to Participants under the terms of this Agreement and the Administrative Guidelines. Definitions of terms for this Agreement are in Exhibit A.

### SECTION 1. DUTIES OF GROUP AND ITS REPRESENTED PROVIDERS

#### 1.1 Standards.

Represented Providers shall provide Covered Services with the same standard of care, skill and diligence customarily used by similar Providers in the community, the requirements of applicable law, and the standards of applicable accreditation organizations. Represented Providers shall provide Covered Services to all Participants in the same manner, under the same standards, and with the same time availability as offered to other patients. Represented Providers shall not differentiate or discriminate in the treatment of any Participant because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, health status, veteran's status, handicap or source of payment.

#### 1.2 Accessibility.

Represented Providers shall provide or arrange for the provision of necessary Covered Services to Participants 24 hours per day, 7 days per week. A Represented Provider may only close his/her patient panel in accordance with the Administrative Guidelines.

#### 1.3 Hospital Admissions.

Group shall designate one or more hospitals that are Participating Providers where its Represented Providers will admit Participants under their care unless otherwise approved by CIGNA or its designee. Represented Providers will admit Participants only to hospitals that are Participating Providers except in the case of an emergency or as otherwise required by law.

#### 1.4 Insurance.

Represented Providers shall maintain general and professional liability coverage in a form and amount acceptable to CIGNA, give CIGNA evidence of such coverage upon request and provide CIGNA with immediate written notice of a material modification or termination of such insurance.

#### 1.5 Represented Provider Agreements.

Group represents and warrants that it is authorized to act on behalf of its Represented Providers and will provide evidence of such authority upon request. To the extent that Represented Providers are not employed by Group but are independently contracted with Group, Group shall maintain agreements with such Represented Providers requiring the Represented Providers to comply with the terms and conditions of this

Agreement to the extent applicable. The form of Groups' standard agreement with such Represented Providers shall contain all provisions required by applicable law and shall include a Participant and Payor hold harmless provision acceptable to CIGNA, consistent with applicable law. Upon request, Group shall make available to CIGNA and to any applicable regulatory authority a copy of each such Represented Provider agreement. Group shall require that each Represented Provider execute the Election to Participate form set forth in Exhibit D. Upon request, Group shall provide CIGNA with copies of all executed Elections to Participate.

1.6 Changes to Represented Providers.

Group will provide CIGNA with 30 days advance written notice of the addition of new providers to Group and 90 days advance written notice if a Represented Provider will cease to provide Covered Services to Participants under this Agreement. Notwithstanding the foregoing, in the event that the Represented Provider's participation under this Agreement is terminated for cause and Group cannot provide such 90 days advance notice, Group shall notify CIGNA in writing of such termination as soon as possible but no later than 5 days after learning of such termination.

1.7 Administrative Guidelines.

Group and its Represented Providers shall comply with the Administrative Guidelines. To the extent any inconsistency between this Agreement and the Administrative Guidelines, this Agreement shall control. Some or all Administrative Guidelines may be communicated in the form of a provider reference manual, in other written materials distributed by CIGNA to Group and/or at a website identified by CIGNA. Administrative Guidelines may change from time to time. CIGNA will give Group advance notice of material changes to Administrative Guidelines.

1.8 Quality Management.

Group, if applicable, and its Represented Providers shall comply with the requirements of and participate in Quality Management as specified in the Administrative Guidelines. Represented Providers shall be credentialed and recertified in accordance with the procedures set forth in Exhibit B .

1.9 Utilization Management.

Group, if applicable, and its Represented Providers shall comply with the requirements of and participate in Utilization Management as specified in this Agreement and the Administrative Guidelines. Payment may be denied for failure to comply with such Utilization Management requirements, and Group and its Represented Providers shall not bill the Participant for any such denied payment. CIGNA's Utilization Management requirements include, but are not limited to, the following: a) precertification must be secured from CIGNA or its designee for those services and procedures for which it is required as specified in the Administrative Guidelines; b) Where precertification is not required for a hospital admission, including but not limited to emergency admissions, CIGNA or its designee must be notified within 24 hours after the admission; c) Group or its Represented Providers must provide CIGNA or CIGNA's designee with all of the information requested by CIGNA or its designee to make its Utilization Management

determinations within the timelines specified by CIGNA or its designee in such request; and d) Represented Providers must refer Participants to, or arrange for provision of Covered Services by, Participating Providers except in the case of an emergency or as otherwise required by law.

1.10 Records.

Group and its Represented Providers shall maintain medical records and documents relating to Participants as may be required by applicable law and for the period of time required by law. Medical records of Participants and any other records containing individually identifiable information relating to Participants will be regarded as confidential, and Group, Represented Providers and CIGNA shall comply with applicable federal and state law regarding such records. Group or its Represented Providers will use best efforts to obtain Participants' consent to or authorization for the disclosure of private and medical record information for any disclosures required under this Agreement if required by law. Upon request, Group or its Represented Providers will provide CIGNA with a copy of Participants' medical records and other records maintained by Group or its Represented Providers relating to Participants. These records shall be provided to CIGNA at no charge unless CIGNA requests a copy of a particular record that it has previously requested and received or the copy was requested for some purpose other than claims processing, coverage determinations, or other routine health benefits administration. If copying costs are payable for that particular record, Group or its Represented Providers shall submit an invoice to CIGNA and payment for such records will be made at a rate of \$ .25 cents per page, not to exceed a total of \$ 25.00 per record. Records will be provided within the timeframes reasonably requested by CIGNA and will also be made available during normal business hours for inspection by CIGNA, CIGNA's designee, accreditation organizations, or to any governmental agency that requires access to these records. This provision survives the termination of this Agreement.

1.11 Cooperation with CIGNA and CIGNA Affiliates.

Group, if applicable, and its Represented Providers shall cooperate with CIGNA in the implementation of CIGNA's Participant appeal procedure. Group and its Represented Providers shall also cooperate with CIGNA and CIGNA Affiliates in implementing those policies and programs as may be reasonably requested by CIGNA or a CIGNA Affiliate for purposes of CIGNA's or the CIGNA Affiliate's business operations or required by CIGNA or a CIGNA Affiliate to comply with applicable law or accreditation requirements.

## SECTION 2. DUTIES OF CIGNA

2.1 Payors, Benefit Plan Types, Notice of Changes to Benefit Plan Types.

CIGNA may allow Payors to access Group's and its Represented Providers' services under this Agreement for the following Benefit Plan types: a) Benefit Plans where Participants are offered a network of Participating Providers and are required or given the option to select a Primary Care Physician; and b) Benefit Plans where Participants are offered a network of Participating Providers and are not required or given the option to select a Primary Care Physician. Benefit Plans may include workers' compensation

plans. CIGNA will provide Group with advance notice if CIGNA changes this list of Benefit Plan types for which Payors may access Group's Represented Providers' services under this Agreement.

2.2 Benefit Information.

CIGNA will provide Group with access to benefit information concerning the type, scope and duration of benefits to which a Participant is entitled as specified in the Administrative Guidelines.

2.3 Participant and Participating Provider Identification.

CIGNA will establish a system of Participant identification and will identify Participating Providers to those Payors and Participants who are offered a network of Participating Providers. However, CIGNA makes no representations or guarantees concerning the number of Participants that will be referred to Group and its Represented Providers as a result of this Agreement and reserves the right to direct Participants to selected Participating Providers and/or influence a Participant's choice of Participating Provider.

### SECTION 3. COMPENSATION

3.1 Payments.

Payments for Covered Services will be the lesser of the billed charge or the applicable fee under Exhibit C, subject to the Payment Policies and minus any applicable Copayments, Coinsurance and Deductibles. The rates in this Agreement will be payment in full for all services furnished to Participants under this Agreement. Represented Providers shall submit claims for Covered Services at the location identified by CIGNA and in the manner and format specified in this Agreement and the Administrative Guidelines. Claims for Covered Services must be submitted within 180 days of the date of service or, if Payor is the secondary payor, within 180 days of the date of the explanation of payment from the primary payor. Claims received after this 180 day period may be denied except as provided in the Administrative Guidelines, and Represented Providers shall not bill CIGNA, the Payor or the Participant for those denied services. Amounts due and owing under this Agreement with respect to complete claims for Covered Services will be payable within the timeframes required by applicable law.

3.2 Underpayments.

If Group or a Represented Provider believes a Covered Service has been underpaid, Group or Represented Provider must submit a written request for an appeal or adjustment with CIGNA or its designee within 180 days from the date of Payor's payment or explanation of payment. The request must be submitted in accordance with the dispute resolution process set out in the Administrative Guidelines. Requests for appeals or adjustments submitted after this date may be denied for payment, and Group and its Represented Providers will not be permitted to bill CIGNA, the Payor or the Participant for those services.

3.3 Copayments, Coinsurance and Deductibles.

Represented Providers may charge Participants applicable Copayments, Coinsurance and Deductibles in accordance with the process set out in the Administrative Guidelines.

3.4 Limitations On Billing Participants.

Group and its Represented Providers shall not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Participants or persons other than the applicable Payor for Covered Services or for any amounts denied or not paid under this Agreement due to Group's or a Represented Provider's failure to comply with the requirements of CIGNA's or its designee's Utilization Management Program or other Administrative Guidelines, failure to file a timely claim or appeal, or due to the application of the Payment Policies. This provision does not prohibit collection of any applicable Copayments, Coinsurance and Deductibles. This provision survives termination of this Agreement, is intended to be for the benefit of Participants, and supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Group or its Represented Providers and a Participant or persons acting on the Participant's behalf. Modifications to this section will become effective no earlier than the date permitted by applicable law.

3.5 Billing Patients Who Cease to Be Participants.

Represented Providers may bill a patient directly for any services provided following the date that patient ceases to be a Participant, and Payor has no obligation to pay for services for such patients.

3.6 Non-Medically Necessary Services.

Represented Providers shall not charge a Participant for a service that is not Medically Necessary unless, in advance of providing the service, Represented Provider has notified the Participant that the particular service will not be covered and the Participant acknowledges in writing that he or she will be responsible for payment for such service.

3.7 Reimbursement of Amounts Collected In Error.

If Group or a Represented Provider collects payment from a Participant when not permitted to collect under either this Agreement or the Administrative Guidelines, Group or the Represented Provider must repay the amount within 2 weeks of a request from CIGNA or the Participant or of the date Group or the Represented Provider has knowledge of the error. If Group or Represented Provider fails to make the repayments, then CIGNA may (but is not obligated to) reimburse the Participant the amount inappropriately paid and then withhold this amount from future payments.

3.8 Overpayments.

Represented Provider shall refund to CIGNA any excess payment made by a Payor to Represented Provider if Represented Provider is for any reason overpaid for health care services or supplies. CIGNA may, at its option, deduct the excess payment from other amounts payable, and Group will be notified of any such deduction as specified in the Administrative Guidelines. CIGNA will not initiate overpayment recovery efforts more than 12 months after the original payment; provided that no time limit shall apply to the

initiation of overpayment recovery efforts 1) based on reasonable suspicion of fraud or other intentional misconduct; 2) initiated at the request of a self-funded plan; or 3) for services subject to coordination with another insurer or plan or 4) in the event that Group or Represented Provider assert a claim of underpayment in which case CIGNA may defend or set off such claim or it may counterclaim based on overpayments.

3.9 Audits.

Upon reasonable notice and during regular business hours, CIGNA or its designee will have the right to review and make copies of all records maintained by Group or its Represented Providers with respect to all payments received by Group or its Represented Providers from all sources for Covered Services provided to Participants. CIGNA or its designee will have the right to conduct audits of such records and may audit its own records to determine if amounts have been properly paid under this Agreement. Any amounts determined to be due and owing as a result of such audits must be promptly paid or, at the option of the party to whom such amounts are owed, offset against amounts due and owing by such party hereunder. This provision survives the termination of this Agreement.

3.10 Coordination of Benefits.

Certain claims for Covered Services are claims for which another payor may be primarily responsible under coordination of benefit rules. Group, if applicable, and its Represented Providers may pursue those claims in accordance with the process set out in the Administrative Guidelines. When a Participant's coverage under a Benefit Plan is secondary, Payor will pay an amount no greater than that which, when added to amounts payable from other sources under applicable coordination of benefits rules, equals 100% of the reimbursement for Covered Services under this Agreement.

3.11 Applicability of the Rates.

The rates in this Agreement apply to all services rendered to Participants in the Benefit Plan types covered by this Agreement, including services covered under a Participant's in-network or out-of-network benefits, and whether the Payor or Participant is financially responsible for payment.

3.12 Payment Policies.

Payments for Covered Services under this Agreement are subject to the Payment Policies. Those Policies may change from time to time. CIGNA will make information available about the Payment Policies upon request or at a website identified by CIGNA.

3.13 Excluded Services.

This Agreement excludes services that CIGNA has elected to obtain under an arrangement between CIGNA or a CIGNA Affiliate and a national or regional vendor or provider or a capitated provider, except as otherwise agreed by CIGNA. Represented Providers will not be reimbursed and will not bill Participants for any such excluded services. If CIGNA notifies Group that it no longer chooses to exclude a particular service from this Agreement, that service will no longer be excluded and those services will be reimbursed as specified in Exhibit C .

3.14 Laboratory Test Procedures.

Laboratory test procedures must be performed in a laboratory owned and operated by the Represented Provider in order to be eligible for reimbursement. Laboratory test procedures not performed in a laboratory owned and operated by the Represented Provider must be referred to a Participating laboratory Provider(s), and Represented Providers may not bill Participants for such services.

#### SECTION 4. TERM AND TERMINATION

4.1 Term of This Agreement.

This Agreement shall be for a term of 3 year(s) commencing on the Effective Date and continues from year to year unless terminated as set forth below.

4.2 How This Agreement Or A Represented Provider's Participation Can Be Terminated.

Either Group or CIGNA can terminate this Agreement at any time by providing at least 90 days advance written notice. Either Group or CIGNA can terminate this Agreement immediately if the other becomes insolvent. CIGNA can terminate a Represented Provider's participation upon 90 days advance written notice to Group. CIGNA can also terminate a Represented Provider's participation immediately (or upon such longer notice required by applicable law, if any) if such Represented Provider no longer maintains the licenses required to perform his/her duties under this Agreement, the Represented Provider is disciplined by any licensing, regulatory, accreditation organization, or any other professional organization with jurisdiction over the Represented Provider, or if the Represented Provider no longer satisfies CIGNA's credentialing requirements. Upon notice of termination of this Agreement or of Group's or a Represented Provider's participation with a particular Benefit Plan type, CIGNA will notify affected Participants of the termination to the extent required by law (if any) and applicable accrediting body requirements. The notification will occur prior to the effective date of the termination except if the termination is for cause or if Group does not provide CIGNA with sufficient advance notice, in which case, the notice will occur as soon as reasonably possible. Group will cooperate with CIGNA and require Represented Physicians to provide CIGNA with a listing of Participants affected by the termination within 7 business days of the date of the notice of termination. Upon termination of this Agreement for any reason, the rights of each party terminate, except as provided in this Agreement. Termination will not release Group, Represented Providers or CIGNA from obligations under this Agreement prior to the effective date of termination.

#### 4.3 Services Upon Termination.

If this Agreement is terminated without cause, Represented Providers shall continue to provide Covered Services for those Participants suffering from a chronic condition requiring continuity of care for whom an alternative means of receiving necessary care was not arranged at the time of such termination. Represented Providers shall continue to provide Covered Services to such Participants so long as the Participant retains eligibility under a Benefit Plan, until the earlier of completion of such services or the assumption of treatment by another provider. Payment for Covered Services provided to any such Participant after termination of this Agreement shall be in accordance with the terms of the Participant's Benefit Plan. If, after termination of this Agreement, Represented Provider determines that CIGNA has not used due diligence to arrange for alternative care, Represented Provider may terminate the provider-patient relationship. Represented Providers have no obligation under this Agreement to provide services to individuals who cease to be Participants.

### SECTION 5. GENERAL PROVISIONS

#### 5.1 Confidentiality.

The parties acknowledge that, as a result of this Agreement, each may have access to certain trade secrets or other confidential and proprietary information of the other. Each party shall hold such trade secrets and other confidential and proprietary information, including the terms and conditions of this Agreement, in confidence and shall not use or disclose such information, either by publication or otherwise, to any person without the prior written consent of the other party except as may be required by law and except as may be required to fulfill the rights and obligations set forth in this Agreement. This provision shall not be construed to prohibit CIGNA from disclosing information to CIGNA Affiliates or the agents or subcontractors of CIGNA or CIGNA Affiliates or from disclosing the terms and conditions of this Agreement, including reimbursement rates, to existing or potential Payors, Participants or other customers of CIGNA or CIGNA Affiliates or their representatives (including but not limited to a Participant's treating provider). This provision shall survive the termination of this Agreement. Nothing in this provision shall be construed to prohibit communications necessary or appropriate for the delivery of health care services, communications regarding coverage and coverage appeal rights or any other communications expressly protected under applicable law.

#### 5.2 Independent Parties.

Group and its Represented Providers are independent contractors. CIGNA and Group and its Represented Providers do not have an employer-employee, principal-agent, partnership, or similar relationship. Nothing in this Agreement, including Group and its Represented Providers participation in Quality Management and Utilization Management programs, nor any coverage determination made by CIGNA or a Payor, is intended to interfere with or affect a Represented Provider's independent medical judgment in providing health care services to his/her patients.



### 5.3 Internal Dispute Resolution.

Disputes that might arise between the parties regarding the performance or interpretation of the Agreement must first be resolved through the applicable internal dispute resolution process outlined in the Administrative Guidelines. In the event the dispute is not resolved through that process, either party can request in writing that the parties attempt in good faith to resolve the dispute promptly by negotiation between designated representatives of the parties who have authority to settle the dispute. If the matter is not resolved within 60 days of such a request, either party may initiate arbitration by providing written notice to the other. With respect to a payment or termination dispute, Group or Represented Providers must submit a request for arbitration within 12 months of the date of the letter communicating the final decision under CIGNA's internal dispute resolution process unless applicable law specifically requires a longer time period to request arbitration. If arbitration is not requested within that 12 month period, CIGNA's final decision under its internal dispute resolution process will be binding on Group and its Represented Providers, and Group and its Represented Provider shall not bill CIGNA, Payor or the Participant for any payment denied because of the failure to timely submit a request for arbitration.

### 5.4 Arbitration.

If the dispute is not resolved through CIGNA's internal dispute resolution process, either party can initiate arbitration by providing written notice to the other. If one of the parties initiates arbitration, the proceeding will be held in the jurisdiction of Group's domicile. The parties will jointly appoint a mutually acceptable arbitrator. If the parties are unable to agree upon such an arbitrator within 30 days after one of the parties has notified the other of the desire to submit a dispute for arbitration, then the parties will prepare a Request for a Dispute Resolution List and submit it to the American Health Lawyers Association Alternative Dispute Resolution Service (AHLA ADR Service) along with the appropriate administration fee. Under the Codes of Ethics and Rules of Procedure developed by the AHLA ADR Service, the parties will be sent a list of 10 arbitrators along with a background and experience description, references and fee schedule for each. The 10 will be chosen by the AHLA ADR Service on the basis of their experience in the area of the dispute, geographic location and other criteria as indicated on the request form. The parties will review the qualifications of the 10 suggested arbitrators and rank them in order of preference from 1 to 9. Each party has the right to strike 1 of the names from the list. The person with the lowest total will be appointed to resolve the case. Each party will assume its own costs, but the compensation and expenses of the arbitrator and any administrative fees or costs will be borne equally by the parties. Arbitration is the exclusive remedy for the resolution of disputes under this Agreement. The decision of the arbitrator will be final, conclusive and binding, and no action at law or in equity may be instituted by CIGNA, Group or Represented Providers other than to enforce the award of the arbitrator. The parties intend this alternative dispute resolution procedure to be a private undertaking and agree that an arbitration conducted under this provision will not be consolidated with an arbitration involving other providers or third parties, and that the arbitrator will be without power to conduct an arbitration on a class basis. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

5.5 Material Adverse Change Amendments.

For amendments that are a material adverse change in the terms of this Agreement, CIGNA can amend this Agreement by providing 90 days advance written notice except if a shorter notice period is required to comply with changes in applicable law. The change will become effective at the end of the 90 day notice period or, if applicable, the shorter notice period required to comply with changes in applicable law. If Group objects to the material adverse change and notifies CIGNA of its intent to terminate within 30 days of the date of the notice of amendment, the termination will be effective at the end of the 90 day notice of the material adverse change or, if applicable, at the end of the shorter notice period required to comply with changes in applicable law, unless CIGNA agrees to retract the amendment, in which case the Agreement will remain in force without the proposed amendment.

5.6 All Other Amendments.

For amendments that are not material adverse changes in the terms of this Agreement, CIGNA can amend this Agreement by providing 30 days advance written notice to Group. Alternatively, both parties can agree in writing to amend this Agreement.

5.7 Assignment and Delegation.

Neither CIGNA, Group or Represented Providers may assign any rights or delegate any obligations under this Agreement without the written consent of the other party; provided, however, that any reference to CIGNA includes any successor in interest and CIGNA may assign its duties, rights and interests under this Agreement in whole or in part to a CIGNA Affiliate or may delegate any and all of its duties to a third party in the ordinary course of business.

5.8 Use of Name.

Group and its Represented Providers agree that CIGNA may include descriptive information about Group and its Represented Providers in literature distributed to existing or potential Participants, Participating Providers and Payors. That information will include, but not be limited to, Group's and its Represented Providers' name, telephone number, address, and specialties. Group and its Represented Providers may identify themselves as a Participating Provider with respect to those Benefit Plan types in which Group and its Represented Providers participate with CIGNA. Group's and its Represented Providers' use of CIGNA's name or a CIGNA Affiliate's name, or any other use of Group's and its Represented Providers' name by CIGNA will be upon prior written approval or as the parties may agree.

5.9 Notices.

Any notice required under this Agreement must be in writing and sent by United States mail, postage prepaid, to CIGNA and Group at the addresses below. CIGNA may also notify Group by sending an electronic notice with automatic receipt verification to Group's e-mail address below. Either party can change the address for notices by giving written notice of the change to the other party in the manner just described.

5.10 Governing Law/Regulatory Addenda

Applicable federal law and the law of the State of Illinois govern this Agreement. One or more regulatory addenda may be attached to the Agreement setting out provisions that are required by law with respect to Covered Services rendered to certain Participants (i.e. Participants under an insured plan). These provisions are incorporated into this Agreement to the extent required by law and as specified in such Addenda.

Waiver of Breach/Severability/Entire Agreement/Copy of Original Agreement. If any party waives a breach of any provision of this Agreement, it will not operate as a waiver of any subsequent breach. If any portion of this Agreement is unenforceable for any reason, it will not affect the enforceability of any remaining portions. This Agreement, including any exhibits to this Agreement, contains all of the terms and conditions agreed upon and supersedes all other agreements between the parties, either oral or in writing, regarding the subject matter. A copy of this fully executed Agreement is an acceptable substitute for the original fully executed Agreement.

AGREED AND ACCEPTED BY:

Children's Community Physicians Association  
Address: 2300 N Children's Plaza, Chicago, IL 60614  
Email Address:

By: Kathleen M Tigue

Printed Name: Kathleen M Tigue

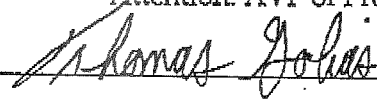

Title: Executive Director, CCPA

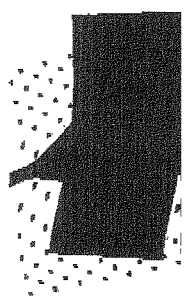
Date Signed: 2/18/09

Federal Tax ID: Multiple - IPA Model

National Provider Identifier: Multiple - IPA Model

CIGNA HealthCare of Illinois, Inc.  
Address: 525 W. Monroe, Suite 300  
Chicago, IL 60661  
Attention: AVP of Provider Contracting

By: Thomas Golias  



Printed Name: Thomas Golias

Title: Vice President, Midwest Region

Date Signed: 3/18/09

All payments for the health care services provided under this Agreement should be made payable to the individual Represented Provider with that Represented Provider's individual taxpayer identification number as provided by Group or Represented Provider to CIGNA.

## EXHIBIT A DEFINITIONS

### Administrative Guidelines

means the rules, policies and procedures adopted by CIGNA or a Payor to be followed by Group and its Represented Providers in providing services and doing business with CIGNA and Payors under this Agreement.

### Benefit Plan

means a certificate of coverage, summary plan description or other document or agreement which specifies the health care services to be provided or reimbursed for the benefit of a Participant.

### CIGNA Affiliate

means any subsidiary or affiliate of CIGNA Corporation.

### Coinsurance

means a payment that is the financial responsibility of the Participant under a Benefit Plan for Covered Services that is calculated as a percentage of the contracted reimbursement rate for such services or, if reimbursement is on a basis other than a fee-for-service amount, as a percentage of a CIGNA determined fee schedule or as a CIGNA determined percentage of actual charges.

### Copayment

means a payment that is the financial responsibility of the Participant under a Benefit Plan for Covered Services that is calculated as a fixed dollar amount.

### Covered Services

means those health care services for which a Participant is entitled to receive coverage under the terms and conditions of the Participant's Benefit Plan.

### Deductible

means a payment for Covered Services calculated as a fixed dollar amount that is the financial responsibility of the Participant under a Benefit Plan prior to qualifying for reimbursement for subsequent health care costs under the terms of a Benefit Plan.

### Medically Necessary/Medical Necessity

means services and supplies that satisfy the Medical Necessity requirements under the applicable Benefit Plan. No service is a Covered Service unless it is Medically Necessary.

### Participant

means any individual, or eligible dependent of such individual, whether referred to as "Insured", "Subscriber", "Member", "Participant", "Enrollee", "Dependent", or similar designation, who is eligible and enrolled to receive Covered Services.

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Participating Provider

means a hospital, physician or group of physicians, or any other health care practitioner or entity that has a direct or indirect contractual arrangement with CIGNA to provide Covered Services with regard to the Benefit Plan covering the Participant.

Payment Policies

are the guidelines utilized for calculating payment of claims under this Agreement. Such guidelines include CIGNA's or its designee's standard claim coding and bundling methodology and claims processing policies and procedures.

Payor

means the person or entity obligated to a Participant to provide reimbursement for Covered Services under the Participant's Benefit Plan and which CIGNA has agreed may access services under this Agreement.

Quality Management

Participating Provider

means a hospital, physician or group of physicians, or any other health care practitioner or entity that has a direct or indirect contractual arrangement with CIGNA to provide Covered Services with regard to the Benefit Plan covering the Participant.

Payment Policies

are the guidelines utilized for calculating payment of claims under this Agreement. Such guidelines include CIGNA's or its designee's standard claim coding and bundling methodology and claims processing policies and procedures.

Favor

means the person or entity obligated to a Participant to provide reimbursement for Covered Services under the Participant's Benefit Plan and which CIGNA has agreed may access services under this Agreement.

Quality Management

means the program described in the Administrative Guidelines relating to the quality of Covered Services provided to Participants.

Represented Provider

means a provider: (a) who is associated with or otherwise represented by Group; (b) who both Group and CIGNA have agreed may provide services pursuant to this Agreement; and (c) who has agreed to be subject to the requirements of this Agreement to the extent applicable to Represented Provider.

Utilization Management

means a process to review and determine whether certain health care services provided or to be provided are Medically Necessary and in accordance with the Administrative Guidelines.

**CREDENTIALING  
EXHIBIT B**

1. Group shall be responsible for credentialing and recredentialing of all Represented Providers in accordance with CIGNA's standards for delegation of credentialing activities.
2. Group's credentialing/rec credentialing criteria shall, at a minimum, satisfy NCQA standards or the standards of another appropriate accrediting body designated by CIGNA, and the standards established by CIGNA. CIGNA reserves the right to disapprove, terminate or suspend any of Group's Represented Providers if a Represented Provider does not meet CIGNA's requirements.
3. Group shall rec credential Represented Providers within the timeframes required by NCQA or the standards of another appropriate accrediting body designated by CIGNA or as often as is mandated by applicable law, whichever is more frequent.
4. Group shall provide CIGNA with a summary of the credentials of each Represented Provider in a format acceptable to CIGNA and such other information as may reasonably be requested by CIGNA from time to time.
5. Group shall require Represented Providers to represent and warrant that the information contained in their applications for participation is true and accurate and to agree to notify Group promptly of any material change in the information on such application. Group shall, in turn, immediately notify CIGNA of all of such changes.
6. CIGNA may audit Group's credentialing/rec credentialing activities, including Group's credentialing/rec credentialing files. If CIGNA determines that Group cannot meet its credentialing obligations set forth herein, CIGNA may elect to assume responsibility for such activities. If CIGNA elects to assume responsibility for such activities, the rates set forth in this Agreement shall be reduced by 0%. Group shall cooperate and provide to CIGNA any information necessary to perform such activities.
7. Group acknowledges that the credentialing and rec credentialing performed by Group pursuant to this Exhibit may be relied upon for Benefit Plans for which CIGNA or a CIGNA Affiliate contracts directly with Represented Providers.



CIGNA HealthCare

Exhibit C

Fee Schedule and Reimbursement Terms

This is an Exhibit to an Agreement between:  
Provider: Children's Community Physicians Association  
CIGNA Party: CIGNA HealthCare of Illinois, Inc.  
Effective Date: MAY 1st, 2009

This Rate Exhibit applies to: Children's Community Physicians Association  
Federal Tax ID: Multiple - IPA Model  
National Provider Identifier: Multiple - IPA Model  
Effective Date: MAY 1st, 2009

I. DEFINITIONS

CIGNA Standard Fee Schedule means the standard CIGNA fee schedule in effect at the time of service and applicable to this Agreement for certain Covered Services provided to Participants. The CIGNA Standard Fee Schedule is subject to change. For workers' compensation Benefit Plans, the CIGNA Standard Fee Schedule shall not exceed the state fee schedule.

CIGNA Resource Based Relative Value Scale or CIGNA RBRVS means the methodology designated by CIGNA to produce the allowable fee for certain Covered Services rendered to Participants that uses the components of Relative Value Units (RVU's), geographic practice cost indices (GPCI's), conversion factor and base relativity factors, as defined by CIGNA.

II. FEE FOR SERVICE REIMBURSEMENT

- A. Except as otherwise provided below, Covered Services will be reimbursed at the lesser of billed charges or the CIGNA RBRVS allowable fee, less applicable Copayments, Deductibles and Coinsurance. The CIGNA RBRVS allowable fees are updated by CIGNA periodically to reflect new information regarding RVU's, GPCI's, conversion factor, and the addition of new codes and services. The GPCI locality used for this Agreement is Chicago, Illinois.
- B. CIGNA will apply the following base relativity factors in its CIGNA RBRVS calculation to the services specified below:

CPT4 Procedure Code Group	Base Relativity Factor
Surgery Codes	125%
Evaluation & Management Codes	125%
Medicine Codes	125%

Radiology Codes, except high tech radiology including but not limited to MRI, PET and CAT	125%
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- C. The following Covered Services will be reimbursed at the lesser of billed charges or the applicable fee under the CIGNA Standard Fee Schedule, less applicable Copayments, Deductibles and Coinsurance:
1. Injectable drugs, immunizations, immunization administration, vaccines, toxoids; all high tech radiology including but not limited to CAT Scans, Magnetic Resonance Imaging, Positron Emission Tomography; pathology and laboratory services and routine venipuncture.
  2. All procedure codes for Covered Services for which reimbursement has not been established above, including but not limited to those for unlisted procedures as well as new Current Procedural Terminology (CPT), Healthcare Common Procedure Coding System (HCPCS) and/or American Society of Anesthesiologists (ASA) procedure codes, until such time as the applicable RVU's have been loaded into the appropriate claims systems.
- D. Notwithstanding anything to the contrary set forth above, those services that are excluded from this Agreement under the Excluded Services section of the Agreement shall not be reimbursed and Participants shall not be billed for such services.

**ELECTION TO PARTICIPATE****EXHIBIT D**

This Election to Participate ("Election") confirms the undersigned health care provider's (who is referred to as "You") agreement to provide Covered Services to Participants under the Provider Group Services Agreement between CIGNA HealthCare of Illinois, Inc. ("CIGNA") and Children's Community Physicians Association ("Group") ("Group Agreement"). You acknowledge that You wish to be a "Represented Provider" under the Group Agreement for so long as that Group Agreement is in effect. You understand that your participation under this Election will become effective upon notice from CIGNA or Group and shall continue until termination of this Election. You understand that your participation under this Election may continue beyond termination of the Group Agreement as specified below.

1. **Covered Services.** You will provide Covered Services to Participants within the scope of your health care practice and in accordance with the applicable terms and conditions of the Group Agreement, the Administrative Guidelines and this Election.
2. **Payment.** You will accept as full payment due from Payor for rendering Covered Services the amounts specified and payable by Group or Payor, as applicable, under Your agreement with Group. You may not seek reimbursement from CIGNA or any other Payor for such Covered Services and will look solely to Group for payment of Covered Services if payments for Covered Services under the Group Agreement are directed to the Group.
3. **Participant Hold Harmless for Covered Services.** Under no circumstances, including, without limitation, the termination of the Group Agreement or this Election, the non-payment by Payor or Group, or Payor's or Group's insolvency, will You seek payment for Covered Services provided pursuant to this agreement from any Participant or persons acting on their behalf. This provision shall not prohibit collection of applicable Copayments, Coinsurance or Deductibles in accordance with the terms of the applicable Benefit Plan. You agree that this provision survives the termination of this Election for Covered Services rendered prior to the termination of the Election, regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Participant. You agree that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between You and a Participant or persons acting on their behalf.
4. **Compliance With Applicable Law/Regulatory Addenda.** You will provide Covered Services in accordance with applicable law. One or more regulatory Addenda may be attached to the Group Agreement setting out provisions that are required by law with respect to Covered Services rendered to certain Participants (i.e. Participants under an insured plan). Those provisions are incorporated by reference into this Election and shall apply to the extent required by law and as specified in such Addenda.
5. **Termination of Group Agreement.** In the event that the Group Agreement terminates, this Election will also terminate unless CIGNA chooses to continue this Election. If CIGNA chooses

to continue this Election, You will continue to provide Covered Services in accordance with the terms of the Group Agreement, the Administrative Guidelines and this Election until this Election is terminated under the Termination of Election provision below, and You will be reimbursed directly for Covered Services in accordance with the terms of the Group Agreement.

6. Termination of Election. CIGNA may terminate this Election at any time upon prior written notice if You no longer maintain the licenses required to perform Your duties under the Election, You are disciplined by any licensing, regulatory, accreditation organization, or any other professional organization with jurisdiction over You or You no longer satisfy CIGNA's credentialing requirements. In addition, CIGNA or You may terminate this Election at any time upon 60 days prior written notice.

7. Limited Superseding Effect. For so long as it is in effect, this Election supersedes any and all other agreements between You and CIGNA (or any of its affiliates) regarding provision of Covered Services to Participants with respect to those Benefit Plans covered by the Group Agreement.

8. Notices. During the term of the Group Agreement, any notices to You under this Election will be effective if provided to the Group as specified in the Group Agreement. After termination of the Group Agreement, CIGNA will notify You in accordance with the terms of the Group Agreement but at Your address set forth below.

9. Defined Terms. Capitalized terms used in this Election that are not specifically defined herein shall have the meaning provided in the Group Agreement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Email address:

## ADDENDUM TO PROVIDER GROUP AGREEMENT FOR THE STATE OF ILLINOIS

The provisions set forth in this Addendum are being added to the Agreement to comply with legislative and regulatory requirements of the State of Illinois regarding provider contracts with providers rendering health care services in the State of Illinois. To the extent that such Illinois laws and regulations are applicable and/or not otherwise preempted by federal law, the provisions set forth in this Addendum shall apply and, to the extent of a conflict with a provision in the Agreement, shall control. The provisions set forth in this Addendum do not apply with regard to Covered Services rendered to Participants covered under self-funded plans.

- (A) The definition for Emergency Services, if any, shall comply with Illinois laws and regulations to the extent applicable.
- (B) With respect to Covered Services rendered to Participants covered under an HMO Benefit Plan:
- (1) Group or Represented Provider shall, upon request of Participant, provide Participant the following: (a) information related to provider's educational background, experience, training, specialty, and board certification, if applicable; (b) the names of licensed facilities on the provider panel where the provider presently has privileges for the treatment, illness or procedure that is the subject of the request; and (c) information regarding provider's participation in continuing education programs and compliance with any licensure, certification, or registration requirements, if applicable.
  - (2) a. CIGNA must give Group at least 60 days' notice of nonrenewal or termination of the Agreement. Notwithstanding the foregoing, to the extent that the Agreement provides for a longer notification period with respect to termination of the Agreement by CIGNA, the longer notification period will apply.  
b. Group must give CIGNA at least 60 days' notice for termination of the Agreement for cause and at least 90 days' notice by Group for termination of the Agreement without cause. Notwithstanding the foregoing, to the extent that the Agreement provides for a longer notification period with respect to termination of the Agreement by Group, the longer notification period will apply.
  - (3) CIGNA shall not retaliate against Group or its Represented Providers if Group or its Represented Providers advocate for appropriate health care services for Participants. To advocate for medically appropriate health care services means to appeal a decision to deny payment for health care services pursuant to the reasonable grievance or appeal procedure.
  - (4) a. Upon termination of the Agreement by Group, or upon termination of the Agreement by CIGNA, if CIGNA terminates the Agreement for reason(s) other than termination in situations involving imminent harm to a patient or a final

disciplinary action by a state licensing board, Group's Represented Providers shall, at the Participant's option, continue to provide Covered Services to the Participant for up to 90 days following the date of the written notice of Group's termination, or if the Participant is in the third trimester of pregnancy, throughout the term of the Participant's pregnancy, including post-partum care directly related to the pregnancy. During the transitional period under this section, Group and Represented Providers shall agree: (1) to continue to accept reimbursement at the rates applicable prior to the start of the transitional period; (b) to adhere to the plan's quality assurance requirements and provide the necessary medical information related to such care; and (c) to otherwise adhere to the plan's policies and procedures, including but not limited to procedures regarding referrals and obtaining preauthorizations for treatment.

- b. Participants shall not be liable to Group or Represented Providers for any amounts owed for Covered Services provided during the period of continued care other than Copayments, Deductibles or Coinsurance billed in accordance with the terms of a Benefit Plan.
  - c. Group's Represented Providers have no obligation under the Agreement to continue to provide Covered Services to individuals who cease to be Participants.
- (5) Group shall give CIGNA at least 15 days advance written notice of cancellation, modification or termination of general or professional liability insurance.
- (6) The "Limitations on Billing Participants" provision is amended to add the following Participant hold harmless requirements:
- a. the provision shall also apply to Group's assignees or subcontractors;
  - b. the Participant, persons acting on Participant's behalf (other than Payor) and the employer or group contract holder shall be third party beneficiaries of the provision; and
  - c. the provision supersedes any oral or written agreement now existing or hereafter entered into between Group or Represented Providers and Participant, person's acting on Participant's behalf (other than Payor) and the employer or group contract holder.

**Cigna HealthCare**

**Exhibit C-1 \_\_\_\_\_**

**Fee Schedule and Reimbursement Terms**

**LocalPlus \_\_\_\_\_**

This is an Exhibit to an Agreement between:

Provider: Children's Community Physicians Association

Cigna Party: Cigna HealthCare of Illinois, Inc.

Effective Date: May 1, 2009

This Rate Exhibit:

Applies to: Children's Community Physicians Association

Federal Tax ID: 203845479

National Provider Identifier: \_\_\_\_\_

Effective Date: January 1, 2014

**I. DEFINITIONS**

Cigna Standard Fee Schedule means the standard Cigna fee schedule in effect at the time of service and applicable to this Agreement for certain Covered Services provided to Participants. The Cigna Standard Fee Schedule is subject to change.

Cigna Resource Based Relative Value Scale or Cigna RBRVS means the methodology designated by Cigna to produce the allowable fee for certain Covered Services rendered to Participants in the Program(s) subject to this Exhibit.

The components used by Cigna to build Cigna RBRVS each year include:

- \* Relative Value Units (RVUs) from the Center for Medicare and Medicaid Services (CMS) for CPT code / modifier combinations for which they are available;
- \* RVUs provided by an external public source for the remaining CPT code / modifier combinations (including clinical lab codes for which CMS reimbursement is based on flat rates rather than RVUs).
- \* Cigna-standard site of service selections for practice expense RVUs;
- \* CMS geographical cost practice indices (GPCIs); and
- \* CMS conversion factor.

Cigna RBRVS is set once each calendar year. From time to time, CMS or the external public source used by Cigna to provide RVUs may make mid-year adjustments to RVUs for a limited number of procedure codes. These changes are not utilized in Cigna RBRVS. Immunizations, vaccines and toxoids are not included in Cigna RBRVS.

Cigna intends to expand the Cigna RBRVS methodology to include HCPCS codes in the future.

## II. FEE FOR SERVICE REIMBURSEMENT

- A. Except as otherwise provided below, Covered Services will be reimbursed at the lesser of billed charges or the Cigna RBRVS allowable fee, less applicable Copayments, Deductibles and Coinsurance. The Cigna RBRVS allowable fees are updated periodically by Cigna to reflect new information regarding RVU's, GPCI's, conversion factor, and the addition of new codes and services. The GPCI locality used for this Agreement is Chicago, IL.
- B. Cigna will apply the following base relativity factors in its Cigna RBRVS calculation to the services specified below:

CPT4 Procedure Code Group	Base Relativity Factor
Surgery Codes	115%
Evaluation & Management Codes	115%
Medicine Codes	115%
Radiology Codes	115%

- C. The following services, as defined within the Current Procedural Terminology (CPT) coding system published by the American Medical Association and the Healthcare Common Procedure Coding System (HCPCS) published by the Centers for Medicare & Medicaid Services, are excluded from the reimbursement methodology described above, and such Covered Services will be reimbursed at the lesser of billed charges or the applicable fee under the Cigna Standard Fee Schedule, less applicable Copayments, Deductibles and coinsurance.

Injectable Drugs, Immunizations, Vaccines, Toxoids

Immunization Administration

Pathology and Laboratory Services

Routine Venipuncture

All Services (excluding injectable medications) defined within the Healthcare Common Procedure Coding System (HCPCS) Schedule.

- D. All procedure codes for Covered Services for which reimbursement has not been established above, including but not limited to those for unlisted procedures as well as new Current Procedural Terminology (CPT), Healthcare Common Procedure Coding System (HCPCS) and/or American Society of Anesthesiologists (ASA) procedure codes, will be paid at 50 % reduction from billed charges, less applicable CoPayments, Deductibles and Coinsurance until such time as the applicable RVU's have been loaded into the appropriate claims systems.



- E. Notwithstanding anything to the contrary set forth above, those services that are excluded from this Agreement under the Excluded Services section of the Agreement shall not be reimbursed and Participants shall not be billed for such services.

**LocalPlus  
Rates Only Amendment**

WHEREAS, Cigna Healthcare of Illinois ("Cigna") and Children's Community Physicians Association have executed a participating provider Agreement dated May 1, 2009 (the "Agreement"); and

WHEREAS, Cigna and Children's Community Physicians Association mutually desire to amend the Agreement;

NOW, THEREFORE, pursuant to the Amendment provisions of the Agreement and in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The effective date of this Amendment is November 1, 2013.
2. The attached, Exhibit C-1 LocalPlus is hereby added to the Agreement as of the effective date of this Amendment.
4. Except as modified herein, the Agreement remains in full force and effect. To the extent of a conflict between this Amendment and the Agreement, this Amendment shall control.
5. Any and all capitalized terms not defined herein shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives below:

**Provider:** Children's Community Physicians Association

By: Kathleen M. Tighe

Printed Name: Kathleen McTigue

Title: Executive Director

Date: October 31, 2013

Federal Tax ID: NPID: 36-4071049

**Cigna:** Cigna Healthcare of Illinois

By: Thomas Holms

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 12/18/13