

December 28, 2011

Dear Health Care Professional:

Welcome to the Cofinity® network

Thank you for joining the Cofinity network. We're delighted you have selected us.

What you need to know

As you and your staff begin treating our members, you'll need the information listed below to do business with us on an ongoing basis.

- Contract effective date – 1-1-2011
- Your Cofinity network specialty – Pediatric, Pediatric Specialists
- General website access **www.cofinity.net**

Provider-specific website content

While general access to our website is helpful, we encourage you to register for secure access. When you register at **www.cofinity.net**, you'll be asked to create your unique login ID and password.

With secure access, you can get provider-specific content that is matched to your practice, such as claims look-up and claims reporting. Plus, we have other provider tools such as our newsletter, procedure manual and medical specialty billing rules.

You will receive a welcome packet

A welcome packet will arrive separately. It includes basic information to enhance your participation in our network. You'll receive reference materials that include a quick overview of claims submissions, website feature guide and EDI sign-up form.

For more information

Our Provider Relations and Customer Service departments will help you with any questions you may have. To contact Customer Service, call 1-800-831-1166.

Sincerely,

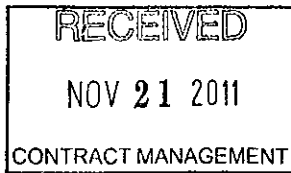


Suzanne M. Hall
Vice President, Network Management

Re: Tax ID XXXX

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ORIGINAL

PHYSICIAN ORGANIZATION AGREEMENT

THIS AGREEMENT made and entered into on this 1 day of January , 2012, by and between PPOM, L.L.C., a Delaware limited liability company d/b/a Cofinity (hereinafter referred to as "COFINITY"), and Children's Community Physicians Association , a physician organization in the State of Illinois (hereinafter referred to as "HCP").

WITNESSETH:

This Agreement is based on the following recitals:

That COFINITY an owned subsidiary of Aetna Health Inc. is an independent Delaware limited liability company which performs pre-processing and analysis services for hospitals and health care providers who provide health care services to persons who are covered under any insurance plan of an insurer, self-insured group, employee welfare benefit plan, or other third party payor which has contracted with COFINITY.

That HCP is a physician organization who pursuant to agreements with physicians, is authorized to enter into agreements binding said physicians to provide health care services to designated persons in consideration for reimbursement amounts agreed to by HCP on their behalf.

That both COFINITY and HCP are desirous of facilitating a health care service program which will encourage the private practice of health care, preserve existing patient/doctor relationships and provide an expedited method of reimbursement for services rendered.

NOW, THEREFORE, in consideration of the mutual covenants, representations, obligations and agreements contained herein, the parties hereto agree as follows:

1. DEFINITIONS.

The following terms as used in this Agreement shall have the meanings hereinafter set forth:

- A. "COVERED SERVICES" shall mean those health care services provided by an HCP to a Patient.
- B. "EMERGENCY" shall mean an injury or the sudden onset of a medical condition manifested by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in (i) placing the covered individual's health in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.
- C. "HCPs" shall include the party identified at the beginning of this Agreement, and each of its Members, and shall further mean any and all health care providers duly licensed (where required to be licensed by law), in the State of Illinois or all other States where such health care provider provides health care services, and any and all of their principals, shareholders, agents or employees (who shall also be duly licensed where required by law), including, but not limited to, physicians, hospitals, laboratories and/or physical therapists, which have executed a contract with COFINITY.
- D. "HEALTH PLAN" shall mean any self funded health benefit plan, or group or individual health care insurance policy, workers compensation policy, including those for which Aetna Workers' Comp Access ("AWCA") provides services, auto insurance policy, or other indemnity plan under which an Insurer provides specific health benefits for a Patient.
- E. "INSURER" shall mean any self-insured group, employee welfare benefit plan, insurance company (including but not limited to workers compensation insurers and auto insurers) or other third party payor which pursuant to a contract between COFINITY and such third party payor has agreed to pay HCPs for health care

services covered by its Health Plan provided to Patients.

F. "MASTER PAYMENT SCHEDULES" shall mean those fee schedules that are based upon the contracted location where services are performed, as amended by COFINITY from time to time as it deems reasonably necessary in the exercise of its reasonable discretion, which set forth the maximum payment which HCP hereby agrees to accept as reimbursement in full for Covered Services.

G. "MEDICALLY NECESSARY" shall mean services or supplies which, under the provisions of a Health Plan, are determined by an Insurer or its agent to be: (i) appropriate and necessary for the symptoms, diagnosis or treatment of a Patient's medical condition; (ii) provided for the diagnosis or direct care and treatment of such medical condition; (iii) within standards of good medical practice within the organized medical community; (iv) not primarily for the convenience of the Patient, a Member, or another health care provider; and (v) the most appropriate supply or level of service which can safely be provided. For inpatient hospital services, this means that acute care as an inpatient is necessary due to the kind of services that the Patient is receiving or the severity of the Patient's condition, and that safe and adequate care cannot be received as an outpatient or in a less intensive medical setting.

H. "MEMBER" shall mean each physician who: (i) has entered into an agreement with, or otherwise joined, PO, pursuant to which said physician is required to provide Covered Services to Patients and otherwise be bound by the terms and conditions contained herein; and (ii) has satisfied COFINITY's credentialing requirements and otherwise been approved by COFINITY for participation under this Agreement.

I. "PATIENT" shall mean any person and/or dependent that is covered under a Health Plan of an Insurer.

J. "PEER REVIEW" shall mean that review of the methods, manners, operations, and costs of the health care provided by HCPs to Patients which review may be performed by COFINITY and/or its agents and/or such third parties with which COFINITY elects to contract to perform such tasks. The purpose of Peer Review shall be to promote quality health care, cost control and proper billing practices. PROVIDED HOWEVER, the review to be performed within this definition shall not be for the purpose of, nor result in, the approval or denial of a Patient's coverage for health care services or other benefits; that type of review shall remain the province of each Insurer (or its third party administrator or other assignee).

K. "PRIMARY CARE PHYSICIAN" shall mean an HCP practicing in one or more of the following areas: family practice; general practice; internal medicine; obstetrics and gynecology; or pediatrics, and who has agreed to provide primary care services and to coordinate and manage all Covered Services for Patients who have selected or been assigned to such Participating Provider, if the applicable Health Plan provides for a Primary Care Physician..

L. "QUALITY MANAGEMENT ACTIVITIES" shall mean those areas of concern relating to quality of care and quality of service for Patients. The purpose of quality management activities is to enhance the delivery of health care. Quality of care refers to the extent to which services provided by HCPs are consistent with current standards of care and contribute to optimum health outcomes. Quality of service refers to the extent to which services provided by HCPs meet the reasonable expectations of Patients for timely, efficient and courteous services.

M. "RULES AND REGULATIONS" shall mean those provisions, standards, formats, methods, forms, and/or procedures, implemented by COFINITY from time to time, to effectuate the intent of this Agreement. Same shall include, but not be limited to, provisions, forms, procedures etc., with respect to: establishing or confirming HCP's eligibility to receive payment from any Insurer for Covered Services provided; the submission of proper claims; collecting any co-payments from Patients; and for the timely and orderly operation of Peer Review.

2. INDEPENDENT CONTRACTOR.

It is specifically agreed and understood that in performing the services herein specified, HCP is acting as

an independent contractor and not as an agent or employee of COFINITY. The parties hereto further acknowledge that Patients to whom services are rendered by Members, for which a Member is paid pursuant to this Agreement, shall not be third party beneficiaries of the obligations assumed by either party under this Agreement. Except as provided in paragraph 13 herein, nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of independent contractors.

3. TERM/BREACH.

A. This Agreement shall be effective as of the date of execution hereof and shall remain in effect for a period of one (1) year; provided however that either party may terminate this Agreement, without cause, at any time, effective thirty (30) days after tendering written notice to the other party. If termination is not so effectuated, then this Agreement shall automatically renew each and every year hereafter, for a period of one (1) year, commencing immediately upon expiration of the preceding term, upon the same terms and conditions contained herein.

B. In the event of a breach of this Agreement:

(i) by a Member, or if an adverse determination is rendered against a Member after Peer Review, then COFINITY shall notify HCP in writing, of said breach or adverse determination, and the Member shall have ten (10) days after such notice has been served to cure same. If said breach or adverse determination is not cured within said ten (10) days, then COFINITY may immediately terminate this Agreement, or just terminate the participation of that Member under this Agreement and allow this Agreement to remain in effect, as determined by COFINITY in its sole discretion.

(ii) by COFINITY, then HCP shall notify COFINITY in writing of said breach and COFINITY shall have ten (10) days after such notice has been served to cure said breach. If said breach is not cured within said ten (10) days, then HCP may immediately terminate this Agreement.

C. In the event a Member's license is suspended, restricted, limited, or terminated, or COFINITY otherwise determines in its sole discretion that a Member's continued participation in the COFINITY network may adversely affect the safety of Patients, then COFINITY may immediately terminate this Agreement, or just terminate the participation of that Member under this Agreement and allow this Agreement to remain in effect, as determined by COFINITY in its sole discretion.

Termination of this Agreement, as provided herein, shall be the sole and exclusive remedy of both parties hereto in the event of any breach of this Agreement; provided however, except as provided in subparagraph C hereinabove, COFINITY will comply with the terms of its intermediary disciplinary action program then in effect prior to terminating this Agreement, or terminating any Member's participation under this Agreement, for any such breach. In the event of any termination of this Agreement, until all claims for Covered Services provided prior to the expiration of the effective day of termination have been paid in full, COFINITY will continue using its best efforts to obtain collection from any Insurer and both parties shall continue to perform as reasonably necessary to wind-up their outstanding obligations.

4. HCP's SERVICES.

A. In all States where COFINITY is doing business and Members are providing health care services, Members shall provide appropriate and/or Medically Necessary Covered Services to every Patient (i.e. regardless if the Covered Services are covered under a self funded health benefit plan, a group or individual health care insurance policy, a workers compensation policy, an auto insurance policy, or any other indemnity plan under which an Insurer provides specific health benefits for the Patient).

B. Members shall contact the applicable Insurer (or its third party administrator, if any) to determine the eligibility status and extent of coverage of any prospective Patient.

C. In an emergency situation wherein a Member seeks to admit a Patient for health care services, the Member shall call and inform COFINITY of such emergency admission: (i) if the admission occurs on a Monday-Thursday: no later than three (3) business days after the time of such admission; and (ii) if the admission occurs on a Friday-Sunday: no later than the ensuing Wednesday.

D. Members shall at all times render health care services in accordance with that degree of care, skill, and proficiency exercised by reasonably careful, skillful, and prudent practitioners in the same class to which Member belongs, acting under the same or similar circumstances.

E. Each Member who is a MD, DO, DDS, DPM, DC, shall provide twenty-four (24) hour, seven (7) day a week call coverage. COFINITY reserves the right to waive this obligation for Members who are not Primary Care Physicians.

F. Members shall not differentiate or discriminate in the treatment of Patients or in the quality of services delivered to Patients on the basis of race, sex, age, religion, place of residence, health status or source of payment.

G. Upon execution of this Agreement, HCP shall supply COFINITY with a list of all of its Members as of the date of execution, and monthly updates of additions and deletions each and every month thereafter while this Agreement is in effect.

H. COFINITY reserves the right to introduce and designate Members' participation in new Health Plans and products during the term of this Agreement and will provide HCP with written notice of such new Health Plans and products and the associated compensation. Nothing herein shall require that COFINITY identify, designate or include a Member as a preferred participant in any specific Health Plan or product; provided, however, Members shall accept compensation in accordance with this Agreement for the provision of any Covered Services to Patients under a Health Plan or product in which a Member has agreed to participate hereunder.

I. In the event COFINITY and AWCA both contract with HCP for workers' compensation services, the agreement with AWCA will govern for such workers' compensation services.

5. COFINITY'S SERVICES.

COFINITY shall provide pre-processing and analysis services to HCP which services shall include:

A. Preprocessing and coordination of Members' billings to all Insurers. Such preprocessing shall include, but not be limited to, adjusting Members' billings in accordance with the terms and conditions of paragraph 11 but no such adjustment shall constitute, or be construed to constitute, a determination of the medical necessity or appropriateness of the Covered Services provided to a Patient, as all such determinations shall remain the province of the Insurers (or their third party administrators or other assignees). COFINITY shall use its best efforts to obtain payment for Members from Insurers within twenty-one (21) business days of receipt of a properly and accurately prepared claim form.

B. Compilation of statistical data.

6. HCP's REPRESENTATIONS AND WARRANTIES.

HCP represents and warrants as follows:

A. That each Member is a duly licensed health care provider in the State of Illinois or all other States where such Member provides health care services (where any such license is required by law); that all of its licenses are unrestricted and in good standing; that it shall maintain such licenses without restriction and in good standing during all times while this Agreement is in effect; and that no Member shall perform any health care services to or for the benefit of any Patient during any period any such Member's license is restricted or not in good standing.

B. That in all situations where professionally proper, except for emergency services (including but not limited to emergency room care follow up) or if a referral is required by the Patient's Health Plan, to the extent permitted by law, and with the utmost regard for the care of any Patient, Members shall use their best efforts to recommend/refer patients to other HCPs providing health care services to Patients pursuant to contracts with COFINITY, in order to promote quality health care services and to promote cost control in the service area in which the Patient resides. Except for an Emergency, if a referral is required by the Patient's Health Plan, Members shall provide Covered Services to Patients only upon prior referral of such patients by a Primary Care Physician to such Member on prescribed forms or by electronic means as instructed by the Insurer. Except for an Emergency, payment for retroactive referrals shall be subject to adjustment or denial by Insurer in accordance with the applicable Health Plan. Each member agrees to promptly submit a report on the treatment of each Patient to the referring Primary Care Physician, if such Patient was referred to the Member by a Primary Care Physician in accordance with the Patient's Health Plan.

C. That HCP and all Members shall at all times cooperate with the Peer Review process and COFINITY's Quality Management Activities. Further, that HCP and all Members shall at all times abide by COFINITY's credentialing standards and policies in effect on this date, and any amendments thereto of which COFINITY tenders notice to HCP.

D. That each Member currently maintains, and at all times while this Agreement is in effect shall maintain reasonable malpractice insurance with a recognized insurance carrier. HCP shall supply COFINITY with evidence of such coverage upon demand.

E. That each Member shall, at all times, maintain proper and legible Patient medical and billing records. Each Member shall retain all Patient medical records for not less than seven (7) years or in accordance with state law. Each Member shall, at all times, make medical records available to COFINITY, at no cost, and appropriate State and Federal authorities and their agents.

F. That each Member shall cooperate with a Patient's Primary Care Physician, if applicable, including timely scheduling of appointments and appropriate communication after patient evaluation and treatment.

G. That the Information Sheet, attached hereto as Exhibit "A", has been completed by each Member such that it only contains complete and truthful statements, and at all times hereafter, shall only contain complete and truthful statements. FROM AND AFTER THIS DATE, HCP shall within a reasonable time inform COFINITY of any change in facts or circumstances which may in any manner affect the completeness and truthfulness of the information contained on said Information Sheet, including but not limited to any change in address or telephone number; any change in status of any license; and any additions or deletions of Members. Wherein a Member is a corporation, partnership, or other entity composed of or employing more than one (1) health care provider, each and every such individual health care provider shall complete an Information Sheet, and same shall be deemed to be a representation and warranty of and binding upon, the corporation, partnership, or other entity. Members shall promptly complete and tender to COFINITY a separate Information Sheet for each State in which a Member provides health care services.

H. That this Agreement and the execution and delivery hereof and the consummation of the transactions herein provided have been duly approved by HCP; do not violate any provision of HCP's charter, any license, or any agreement to which HCP is a party or is otherwise bound; and upon execution hereof will constitute valid and binding obligations of HCP in accordance with the terms hereof. Further, no consent or governmental approval is required in connection with the consummation of the transactions contemplated hereby, and the person executing this Agreement on

behalf of HCP has the requisite authority to bind HCP.

I. That HCP has the authority to bind all of the Members to the terms and conditions of this Agreement, such that upon execution of this Agreement by HCP, said Members shall be bound by the terms and conditions of this Agreement.

7. COFINITY'S REPRESENTATIONS AND WARRANTIES.

COFINITY represents and warrants as follows:

A. That it is a duly qualified limited liability company, in good standing, in the State of Delaware, and that it is authorized to conduct business in the State of Illinois.

B. That this Agreement and the execution and delivery hereof and the consummation of the transactions herein provided have been duly approved by COFINITY; do not violate any provision of COFINITY's charter, any license, or any agreement to which COFINITY is a party or is otherwise bound; and upon execution hereof will constitute valid and binding obligations of COFINITY in accordance with the terms hereof. Further, no consent or governmental approval is required in connection with the consummation of the transactions contemplated hereby, and the person executing this Agreement on behalf of COFINITY has the requisite authority to bind COFINITY.

8. DISCLAIMER OF LIABILITY.

Notwithstanding anything contained herein to the contrary, COFINITY shall not be liable and/or responsible for:

A. Any failure of any Insurer to pay any submitted claim and/or billing. However, COFINITY agrees to assign to HCP any contractual rights to enforce payment which it may have against such Insurer.

B. Any balance billing from Patients, or other responsible parties for any amounts owing.

C. Any direct billing and collection of any payment from any other direct or indirect third party, and/or pursuant to any other contracted legal entitlements, including, but not limited to, a private group or indemnification program, for the same services covered under any agreement between COFINITY and any Insurer.

D. Any claim or cause of action for malpractice against HCP or a Member arising out of the health care services provided by a Member; and/or health care services provided by any other HCPs contracting with COFINITY which provide health care services pursuant to any Patient referral by HCP or a Member.

9. INSURER/PATIENT INFORMATION.

A. As soon as reasonably possible, hereafter, COFINITY shall furnish to HCP a list of Insurers having a contract with COFINITY, and thereafter, reasonable updates of any additions and/or deletions thereto.

B. Upon COFINITY's request, HCP shall promptly furnish to COFINITY during normal business hours, any reasonably requested information with respect to a Patient which COFINITY deems reasonably necessary for preprocessing of any claim pursuant to this Agreement.

C. Upon COFINITY's request, HCP shall promptly furnish to COFINITY, during normal business hours, all reasonable information or data relating to the physical or psychological condition of any Patient, or the necessity, appropriateness, or the quality of health care rendered to any Patient, for the purposes of Peer Review; PROVIDED THAT prior to furnishing such requested information or data, HCP or its Member has received the written consent of the Patient; and/or HCP or its Member has received a valid order from a court of competent jurisdiction; and/or such disclosure is otherwise permitted by law. HCP covenants herein to use its best efforts to obtain such consent from each and every Patient prior to any Member providing Covered Services to such Patient.

D. COFINITY and HCP, respectively, shall maintain the confidentiality of all Patient information in their possession, and shall only disclose or communicate such information: (i) as necessary for the performance of such parties' obligations hereunder; (ii) as necessary for the processing of HCP's claims; (iii) as may be required or permitted by law; or (iv) pursuant to a written consent of the Patient.

10. PEER REVIEW/UTILIZATION MANAGEMENT.

A. HCP hereby agrees to cooperate with the Peer Review process. Further HCP agrees that COFINITY shall be entitled to contract with a review entity and to release to such review entity, all Patient information provided by HCP pursuant to paragraph 9 hereinabove.

B. HCP hereby agrees to comply with the terms and conditions of Insurers' utilization management programs. Such compliance shall include but not be limited to, calling for pre-authorization wherein required, and acceptance of any penalties for non-compliance assessed by an Insurer which have been approved by COFINITY.

C. HCP hereby agrees to comply with and accept policies of Insurers and AWCA regarding utilization management and claims payment logic, including, but not limited to re-bundling, inappropriate billing or coding.

11. PAYMENT FOR HCP SERVICES.

A. Members shall submit to COFINITY all claims for Covered Services within a reasonable time after the provision of such Covered Services. Members shall submit same on their customary billing form and shall set forth therein their usual and customary charges for the Covered Services rendered. However, except as set forth in subparagraph C hereinbelow, HCP hereby agrees that Members shall accept as payment in full for all Covered Services rendered:

For Covered Services that are not covered under a workers' compensation plan or laws, the lesser of:

1. the Member's usual and customary charges for such services; or
2. that amount set forth on the Master Payment Schedules.

For Covered Services that are covered under a workers' compensation plan or laws, the lesser of:

1. the Member's allowable usual and customary charges for such services, less 18%; or
2. the amount payable pursuant to the State of Illinois Workers' Compensation Healthcare Services Rules, less 22%; or
3. the amount payable under the Master Payment Schedules, if applicable, or otherwise payable under the terms of this Agreement

A Member shall be entitled to recover from the applicable Insurer for Covered Services which are Medically Necessary and covered under a Patient's Health Plan, the amount determined hereinabove less any co-insurance or deductible specified in such Patient's Health Plan (which amounts a Member may recover from the Patient), and/or less any coordination of benefit reimbursement for which another payor is prior obligated (which amounts a Member may recover from any other obligated third party payor). A Member shall not be entitled to collect any co-insurance or deductible from any Patient until the Member's bill has first been received and adjusted by COFINITY as set forth hereinabove. In the event the applicable Insurer fails to pay a Member for Covered Services which are Medically Necessary and covered under a Patient's Health Plan, after obtaining COFINITY's written consent, the Member may pursue the Patient (and any person legally responsible for the Patient) for payment. Except as specifically provided in the preceding sentence, HCP hereby agrees that the only Covered Services for which a Patient (and any person legally responsible for the Patient) may be liable, and be billed by a Member, are as follows:

- (i) Covered Services for which prospective review is not required under the terms of the Patient's Health Plan, which are not covered by such Health Plan (e.g. elective plastic surgery), and for which the Patient (or any person legally responsible for the Patient) has agreed, in writing, to pay a Member prior to the Member providing such services; and
- (ii) Covered Services for which prospective review is required under the terms of the Patient's Health Plan, which are determined by the Insurer or its agent to not be Medically Necessary, and for which a Member has satisfied the terms of subparagraph 11.D.3. hereinbelow; and
- (iii) Co-payments, coinsurance, and deductible amounts required by the Patient's Health Plan.

B. HCP hereby acknowledges and agrees that COFINITY shall not be liable for payment of any charges for Covered Services; rather, COFINITY shall only be obligated to use its best efforts to obtain payment for Members from any Insurer in an amount equal to that amount which the Member is entitled to receive from such Insurer as set forth in this Agreement.

C. Except as specifically set forth in this subparagraph C, HCP shall not accept payment, or otherwise be compensated for services rendered, in an amount which exceeds that amount which HCP is entitled to receive as set forth hereinabove. In those situations, where coordination of benefits is applicable, other than when Medicare is primary and obligated to pay: (i) if another third party payor is prior obligated to pay HCP an amount equal to or in excess of the amount HCP is entitled to recover pursuant to the terms of this Agreement, then HCP shall not be entitled to recover from the Insurer or the Patient any monies for such Covered Services; (ii) if another third party payor is prior obligated to pay HCP an amount which is less than the amount HCP is entitled to recover pursuant to the terms of this Agreement, then HCP shall be entitled to recover from the Insurer or the Patient for such Covered Services, the difference between the amount payable by such other third party payor and the amount HCP is entitled to recover pursuant to the terms of this Agreement. In those situations where Medicare is primary and obligated to pay, Insurers shall pay Members the amount of deductible, coinsurance and/or other plan benefits which are not covered services under Title XVIII of the Social Security Act, as amended, subject to the benefit limits and applicable rates of the applicable Health Plan. Further, NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE TO THE CONTRARY: HCP shall be entitled to, and shall use its best efforts to, collect any co-payment and/or deductible from each Patient wherein such co-payment is mandated by the terms of any contract between COFINITY and any Insurer and/or by the Rules and Regulations; HCP shall be entitled to pursue any other third party payor for any amount properly payable by such third party pursuant to this subparagraph C.

D. Notwithstanding anything contained in this Agreement which can be construed to the contrary:

1. Wherein a Patient has commenced a course of treatment with a Member prior to midnight of the effective day of expiration or termination of this Agreement, until (i) the course of treatment is completed, or (ii) the Patient transfers his or her care to another provider, whichever occurs first, the Member shall accept as payment in full for all Covered Services rendered after the effective date of expiration or termination, that amount determined in accordance with the terms and conditions of this Agreement.

2. Claims not received by COFINITY within two (2) years of the date the Covered Services were rendered shall be deemed waived by the Member and the Member shall not be entitled to any reimbursement whatsoever from any person.

3. Wherein prospective review is required under an Insurer's Health Plan (including any utilization management program), and the services to be performed are prospectively denied after such review as not being Medically Necessary, then a Member shall not be entitled to any reimbursement whatsoever from the Patient (or any person legally responsible for the Patient) unless the Member obtains a written waiver from the Patient (or the person legally responsible for the Patient) which satisfies all of the following conditions, in all situations other than emergency situations: (i) the waiver must be obtained prior to rendering such services; (ii) the waiver must specify those services which the Insurer or its agent denied as not being Medically Necessary; and (iii) the waiver must clearly state that the Patient (or the person legally responsible for the Patient) shall be responsible for payment

of those services.

4. Wherein an Insurer or its agent subsequently determines that a person who received Covered Services was (i) not a person and/or dependent of a person who is covered under a Health Plan of that Insurer or (ii) ineligible for coverage due to fraud, misrepresentation or non-disclosure on an application for coverage or enrollment form, then that Insurer shall not be liable for payment for the Covered Services rendered to such person, and the Member may directly collect its fee for such services from such person or anyone legally responsible for such person.

5. Any appeal regarding the amount of compensation received by a Member for a claim must be made to the Insurer within one (1) year of receipt of payment, or denial, from such Insurer.

6. A Member may freely communicate with Patients regarding their treatment regardless of benefit coverage limitations.

E. It is hereby acknowledged and agreed that the reimbursement amounts and/or rates set forth on the Master Payment Schedules prepared by COFINITY are the product of discussions with laymen, doctors, business advisors and individuals in the medical field and insurance business; that same were determined by COFINITY in its sole and exclusive judgment and not in combination with health care providers of any particular geographic area. As such reimbursement amounts and/or rates were not compiled in combination with other health care providers, same only represent the determination and agreement of the parties to this Agreement. The parties hereto hereby further acknowledge and agree that these reimbursement amounts and/or rates which resulted from their independent bargaining are special and confidential such that the disclosure of such reimbursement amounts and/or rates to any other hospitals and/or health care providers, except as may be required or result as a matter of law and/or from the ordinary course of business of HCP or COFINITY respectively, will result in significant damage to both parties. Accordingly, the parties hereto hereby covenant not to disclose such reimbursement amounts and/or rates except as may be required or result as a matter of law and/or from the ordinary course of business of HCP or COFINITY respectively.

12. INFORMATIONAL LISTING/POSTING.

HCP hereby authorizes COFINITY to list each Member's name, address and telephone number, and those of their professional agents or employees where applicable, in any COFINITY directory(ies) of participating hospitals and HCPs. Hereafter, COFINITY shall include each Member's name in a directory of HCPs, which inclusion shall occur at the time of annual publication, or if same is past, then in the next scheduled update or revision to same. However, nothing contained herein shall be construed to require COFINITY to issue a special publication including Member's names until such time as COFINITY deems any such publication necessary. Breach of this paragraph by COFINITY shall entitle HCP to terminate this Agreement as provided in Section 3 as its sole and exclusive remedy.

13. AUTHORIZATION TO NEGOTIATE.

HCP hereby authorizes COFINITY to negotiate with any Insurer for the limited purpose of obtaining a health care reimbursement contract between any such entity and COFINITY, which provides for reimbursement for charges in accordance with the Master Payment Schedules for specific health care services provided to Patients. Further, nothing contained herein shall be construed to limit HCP's right to participate in any alternative health care delivery system or otherwise contract with any other third party. COFINITY will provide HCP with the names of new Insurers within a reasonable time after such Insurers have contracted with COFINITY.

14. RULES AND REGULATIONS.

HCP hereby agrees, accepts and consents to be bound by the Rules and Regulations of COFINITY, and any additions and/or deletions and/or amendments thereto (collectively a "Modification"), without exception. Provided, however, no such Modification shall be effective as to HCP unless and until COFINITY has provided HCP with not less than thirty (30) day prior written notice of such Modification. COFINITY agrees that it will not unreasonably add, delete, amend, modify, and/or implement any Rules and Regulations.

15. ADDITIONAL DOCUMENTS.

The parties hereto covenant to, from time to time, to execute, acknowledge and deliver any and all additional instruments and/or documents that may be reasonably required to effectuate the intent of this Agreement.

16. NOTICES.

Except as otherwise specifically provided in any paragraph of this Agreement, wherever it is provided herein that notice, demand, request, consent, approval, or other communication ("Notice") shall or may be given, to either of the parties by the other, same shall be in writing, and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose whatsoever unless same shall be given or served personally or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

COFINITY:	28588 Northwestern Highway Southfield, Michigan 48034	HCP:	2300 Children's Plaza Box 113 Chicago, IL 60614-3363
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or at such other address as either party may from time to time designate by notice to the other as herein provided. Any Notice hereunder shall be deemed to have been given or served; when personally delivered; on the third business day following the time same is deposited in the United States Mail in the manner aforesaid; or upon actual receipt; whichever event occurs first. Any party hereto may change its address for the purposes of this paragraph by tendering notice of such change of address to the other party in the manner herein provided for giving notice. Notice given to Executive Director as provided herein shall be deemed to constitute notice to all Members.

17. WAIVER.

The failure of either party to this Agreement to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party or any other such party may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

18. SEVERABILITY.

It is further understood and agreed by the parties hereto that if any of the provisions of this Agreement, or the application thereof to any person or circumstances shall, to any extent contravene, or be invalid or unenforceable under, the laws of the particular state, county, or jurisdiction where used, such contravention or invalidity shall not invalidate the whole Agreement; rather the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly and the remainder of this Agreement shall not be affected thereby and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by the law.

19. ENTIRE AGREEMENT; COUNTERPARTS.

This Agreement sets forth all of the covenants, promises, agreements, conditions, and understandings between the parties hereto concerning the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions, or understandings heretofore made, either oral or written, between the parties hereto, other than as herein set forth. This Agreement constitutes the entire agreement and supersedes any and all other prior understandings, both written and oral, between the parties hereto with respect to the subject matter hereof, and except as otherwise specifically provided in any paragraph of this Agreement, this Agreement may not be amended, waived, changed, modified, extended or discharged orally, but only by agreement in writing, signed by each party hereto. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

20. SUCCESSORS.

This Agreement is personal in the nature of the services performed by HCP and therefore may not be assigned by HCP, nor shall the benefits hereof inure to its heirs and/or successors in interest. COFINITY shall be entitled to assign this Agreement and/or the benefits hereof shall inure to its legal representatives, successors and/or assigns without limitation.

21. GOVERNING LAW.

This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

22. CAPTIONS.

The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles nor in any way affect this Agreement.

23. PRONOUNS.

The pronouns and relative words used herein shall be interpreted in accordance with the intent of this Agreement, such that the pronouns shall be read as if written in the masculine, feminine, or neuter, singular or plural, respectively, wherein such construction is necessary for proper interpretation of the terms of this Agreement.

24. ADDENDA.

The attached exhibits (and any and all other exhibits which may be initialed by the parties hereafter) have been agreed to by the parties and are hereby incorporated by reference, it being the intention of the parties that they shall become a binding part of this Agreement as if fully set forth herein. Further, any and all references to "Agreement" in this Agreement shall be deemed to include all such exhibits.

25. BUSINESS ASSOCIATE PROVISIONS.

A. Definitions

I. Terms used, but not otherwise defined, in this Section shall have the same meaning as those terms in 45 CFR 160.103 and 164.103, 304 and 501. Specific definitions of terms in this Section are:

- (a) "Affiliate" shall mean any corporation, partnership or other legal entity directly, or indirectly, owned or controlled by, or which owns or controls, or which is under common ownership or control with COFINITY.
- (b) "Agreement" shall mean this Physician Organization Agreement with COFINITY.

- (c) "Business Associate" shall mean COFINITY.
- (d) "Covered Entity" shall mean Children's Community Physicians Association under Tax Identification Number shown on Exhibit A.
- (e) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) "Privacy Rule" shall mean the Standards for Privacy of Individually, Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (g) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (h) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304, limited to security incidents that involve electronic PHI created or received by Business Associate from or on behalf of Covered Entity.
- (i) "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subpart C.
- (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

B. Obligations and Activities of Business Associate

1. Business Associate agrees:

- (a) not to use or disclose PHI other than as permitted or required by this Section or as required by law and that it will use appropriate safeguards to prevent unauthorized use or disclosure of the PHI.
- (b) to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI.
- (c) to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Section.
- (d) to report to Covered Entity any use or disclosure of PHI unauthorized by this Section or any security incident of which it becomes aware.
- (e) to ensure that any COFINITY agent, including a subcontractor, to whom it provides PHI agrees to the same restrictions and conditions that apply through this Section to Business Associate with respect to such information.
- (f) to provide reasonable access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR 164.524.
- (g) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner designated by Covered Entity.
- (h) to make internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a reasonable time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule or the Security Rule.

- (i) to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (j) to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with subsection B.1.(i) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

C. Permitted Uses and Disclosures by Business Associate

1. General Use and Disclosure:

Except as otherwise limited in this Section, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity to effectuate the purpose and intent of this Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

2. Specific Use and Disclosure:

Except as otherwise permitted in this Section, this Agreement or as required by law, Business Associate may use or disclose PHI:

- (a) for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that it obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (b) to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

D. Obligations of Covered Entity

1. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity and shall provide Business Associate with:

- (a) notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522.

E. Term and Termination

1. Term. The obligation of this Section shall be effective upon complete execution of this Agreement and shall terminate when all of the PHI is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

2. Termination for Cause. If Business Associate has breached a material term of this Section, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement. If Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, the Covered Entity may immediately terminate this Agreement if the breach is material to the terms of this Section.

3. Effect of Termination.

- a. Except as provided in paragraph b. of this subsection, upon notice of termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- b. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification that return or destruction is infeasible. Business Associate shall extend the protections of this Section to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

F. Miscellaneous

1. Regulatory References. A reference in this Section to a section in the Privacy or Security Rule(s) means the section as in effect or as amended, and for which compliance is required.

2. Assignment. Covered Entity acknowledges that the duties and obligations under this Section may be performed by, or assigned to, an Affiliate and that in the event Covered Entity contracts with an Affiliate that will perform services covered hereunder, this Section shall apply to such Affiliate.

3. Amendment. The Parties agree to take such action as is necessary to amend this Section from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and/or Security Rule(s) and the Health Insurance Portability and Accountability Act.

4. Survival. The respective rights and obligations of Business Associate under subsection E above shall survive the termination of this Agreement.

The parties hereto have executed this Agreement on the date first above written.

"COFINITY"

PPOM, L.L.C., Delaware limited liability company

By: 

Printed Name: Suzanne M. Hall

Title: Vice President,

Network Management

Date: 11.28.2011

By: 

Its: Executive Director

Date: 11/17/11

Exhibit A
Information Sheet

Compensation Schedule

COMPENSATION:

Payment details:

All Services not otherwise identified		125% COFINITY Master Payment Schedule
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SERVICES

HCP will provide services that are within the scope of and appropriate to the provider's license and certification to practice.

COMPENSATION TERMS AND CONDITIONS:

General:

Rates are inclusive of any applicable Member Co-payment, Coinsurance or Deductible. For procedures and/or services not specifically listed above, HCP agrees to accept the COFINITY Master Payment Schedule as payment in full. COFINITY will reprice at the lesser of the contracted rate or eligible billed charges.

Coding:

COFINITY utilizes nationally recognized coding structures including, but not limited to, Revenue Codes as described by the Uniform Billing code, AMA Current Procedural Terminology (CPT4), CMS Common Procedure Coding System (HCPCS), Diagnosis Related Groups (DRG), ICD-9 Diagnosis and Procedure codes, and the American Society of Anesthesiologists (ASA) coding. As changes are made to nationally recognized codes, Company will update internal systems to accommodate new codes. Until updates are complete, the procedure will be paid according to the standards and coding set for the prior period.

Company will comply and utilize nationally recognized coding structures as directed under applicable Federal laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act (HIPPA).