ADDENDUM TO
PHYSICIAN SERVICES AGREEMENT
(Group Practice or IPA)

THIS ADDENDUM modifies the Physician Services Agreement ("Agreement") dated May, 29, 2001 by and between HFN, Inc. ("HFN") and Children's Community Physician Association ("Group/IPA"). To the extent there is a conflict between the terms and conditions of this Addendum and the Agreement, the terms and conditions of the Addendum shall prevail.

NOTWITHSTANDING anything to the contrary in the Agreement, Exhibit A – Reimbursement Schedule referenced in Section 4.1 of the Agreement, is hereby replaced with the Exhibit A attached hereto and incorporated herein.

This Addendum shall be effective ~~June 1, 2001~~ August 1, 2001

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum as of the date first noted below.

HFN, INC. ("HFN")

By: _____

Title: Vice President

Date: 7/27/01

Children's Community Physicians Association

By: _____

Title: Exec. Director

Date: 6.20.01

TIN: 36-4071049

EXHIBIT A

Children's Community Physicians Association

MAXIMUM ALLOWABLE FEE SCHEDULE

Physician shall be paid at a level equal to 140% of the most current RBRVS Fee schedule for Primary Care services and 140% for Specialists services for Region #16 Chicago area. Reimbursement is always the lesser of the Maximum Allowable Fee Schedule or ninety percent (90%) of the procedures billed charges. Reimbursement for procedures not otherwise identified in the Maximum Allowable Fee Schedule will be paid at ninety percent (90%) of billed charges.

Anesthesiologists will be reimbursed according to ASA guidelines at the rate $40/15 minute rate segments.

NOTE: HFN identification must be available during time of service in order to qualify for discounts.

PHYSICIAN SERVICES AGREEMENT
[Group Practice or IPA]

THIS AGREEMENT is made this 1 of **December 1999,** by and between **HFN**, Inc. an Illinois corporation, hereinafter referred to as "HFN," and **Children's Community Physicians Association** an Illinois corporation, hereinafter referred to as "Group".

WITNESSETH:

WHEREAS, HFN enters into agreements (the "Contracts") with various purchasers of health care services;

WHEREAS, the Contracts require the participation of licensed physicians;

WHEREAS, Group provides or arranges to provide professional medical services through licensed physicians;

WHEREAS, Group desires to participate in the Contracts and to authorize HFN to offer the services provided or arranged by Group under the Contracts; and

WHEREAS, HFN and Group desire to enter into this Agreement to set forth the terms and conditions upon which Group will provide or arrange to provide such professional medical services.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

SECTION I - DEFINITIONS

1.1 Beneficiary. An individual who is eligible under the terms of a Plan or applicable state workers' compensation laws to receive Covered Services through a Payor.

1.2 Covered Services. Those health care services which are provided or arranged by Group to or for Beneficiaries and which are reimbursable under a Plan or under applicable state workers' compensation laws.

1.3 Medically Necessary. Medical or surgical treatment which is determined in accordance with the applicable Utilization Management program to be:

(a) Appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition of a Beneficiary;

(b) Provided for the diagnosis, direct care and treatment of the medical condition of a Beneficiary;

(c) Within standards of good medical practice within the community;

(d) Not primarily for the convenience of the Beneficiary, a physician or other health care provider; and

(e) The most appropriate supply or level of service which can safely be provided.

1.4 Participating Providers. Those hospitals/medical centers, physicians, physician groups, physician organizations and ancillary services providers who have agreed to provide Covered Services to Beneficiaries pursuant to agreements with HFN.

1.5 Payor. An insurance company, health maintenance organization, self-funded employer, employer group or other organization that offers or sponsors a Plan, and claims administrators and others who are involved in the administration, operation or control Plans.

1.6 Plan. The contract, certificate, policy or plan document issued by a Payor under which Beneficiaries are entitled to coverage for health care services furnished by Participating Providers.

1.7 Represented Physician. A physician who (a) is employed by, associated with or otherwise represented by Group, (b) is authorized by Group to provide Covered Services pursuant to this Agreement and the Contracts, (c) has been accepted for participation in this Agreement by HFN, and (d) has agreed with Group to comply with and be subject to the terms of this Agreement and the Contracts.

1.8 Utilization Management. The review and determination by HFN, Payors or their designees on a prospective, concurrent or retrospective basis of the medical Necessity of services provided to Beneficiaries.

1.9 Clean Claim A clean claim means a claim electronic or manual if accurate and complete in accordance with billing forms UB-92 and HCFA 1500, and after beneficiary has been properly identified.

1.10 Payor Agreements A Payor Agreements means those agreements between PLAN and Payors pursuant to which Payor shall make best efforts to pay for Covered Services rendered to its Beneficiaries by Plan providers, including CCPA Participating Providers.

1.11 Payor Effective Date. A Payor Effective date means with respects to a particular Payor Agreement, the date mutually agreed to by the parties hereto as the date on which Beneficiaries may have access to services provided by Participating Providers.

1.12 Emergency. A emergency means PLAN or Payor agrees that an emergency condition as applicable to Beneficiaries enrolled in HMO through Title XVIII of the Social Security Act (Medicare), shall be defined as an injury or sudden illness, which if not immediately treated, would result in risk of permanent damage to the Beneficiary's health and which occurs at a time or location which reasonably precluded obtaining care from Participating Provider.

SECTION II - OBLIGATIONS OF GROUP

2.1 Provision of Services. Subject to the terms and conditions of this Agreement, Group shall provide or arrange for the provision of Medically Necessary Covered Services within the scope of each Represented Physician's license and qualifications to Beneficiaries. Group shall provide or arrange for the provision of such Covered Services without regard to the amount, type or extent of care required by the Beneficiary. Group shall make available or arrange to have made available Medically Necessary Covered Services to Beneficiaries on a twenty-four (24) hour, seven (7) day per week basis in accordance with generally accepted community standards for the provision of such care. Group and the Represented Physicians shall provide Covered Services to Beneficiaries without regard to race, religion, sex, color, disability, national origin, health status, or sexual preference and shall accept and provide services to Beneficiaries on the same basis (as to manner, availability and standards) as they accept and provide services to other patients. Notwithstanding the foregoing, a Represented Physician may close his/her practice to Beneficiaries, provided that such closure shall apply to new patients only (it shall not apply to patients of the practice existing on the date of closure, whether or not they are then Beneficiaries) and the practice must be closed for the same period and in the same manner for all patients (not just Beneficiaries).

2.2 Participation in Programs. Each Represented Physician shall use best efforts to have sole responsibility for and shall utilize his/her professional judgment in diagnosing and treating Beneficiaries. Notwithstanding the foregoing, Group and the Represented Physicians shall participate in and comply with the programs, policies and procedures, as from time to time established and maintained by HFN and/or any Payor, including the following. Group and the Represented Physicians will be provided reasonable access to all such programs, policies and procedures:

(a) Utilization Management programs;

(b) other programs for monitoring, assessing and/or ensuring the provision of quality Covered Services on an efficient, cost-effective basis to Beneficiaries pursuant to this Agreement and the Contracts;

(c) credentialing policies and procedures applicable to Represented Physicians. On behalf of the Represented Physicians, Group authorizes HFN or its designee to access information from third parties for credentialing purposes to the extent such information is called for in credentialing policies and procedures adopted by HFN from time to time, and to report credentialing information requested by any Payor; HFN will delegate appropriate credentialing activities to Group during the terms of this Agreement.

(d) Beneficiary grievance resolution procedures; and

(e) administrative grievance resolution procedures for addressing problems between Group or a Represented Physician and HFN or a Payor in connection with the administration of this Agreement or a Contract.

2.3 Licensure. Group shall require each Represented Physician to maintain an unrestricted state medical license which allows the Represented Physician to provide Covered Services under this Agreement and the Contracts, to maintain unrestricted DEA and/or state controlled substance certificates or permits, if applicable, and to hold medical staff membership and appropriate clinical privileges at one or more hospitals that are Participating Providers. Evidence of compliance with these requirements shall be submitted to HFN upon request. PLAN represents and warrants that it is dully licensed by the Illinois and Indiana Department of Insurance and/or by other appropriate regulatory or governmental agencies, covering the provision of medical and health care services.

2.4 Insurance. PLAN represents and warrants that it produce and maintain such polices of stop-loss coverage, comprehensive general liability, professional liability and other insurance necessary to protect PLAN from catastrophic losses and against any claim(s) for damages arising out of personal injuries or death occasioned directly or indirectly in connection with the provision of services in this Agreement.

2.5 Notice of Legal Action. Group shall notify HFN with fifteen business (15) days of any legal, governmental or other action initiated or consummated against any Represented Physician which could materially impair the ability of such Represented Physician to provide Covered Services to Beneficiaries or against Group which could materially impair the ability of Group to perform under this Agreement, including, but not limited to: (a) termination or suspension of any license to practice medicine; (b) termination, suspension or limitation of any medical staff membership or clinical privileges; (c) other disciplinary action taken by a hospital or disciplinary action taken by any professional organization; (d) termination or suspension of participation in the Medicare or Medicaid programs; (e) cancellation of general or professional liability insurance required to be maintained under Section 2.5; or (f) indictment, arrest or conviction of a (i) felony, or (ii) criminal charge relating to the practice of medicine.

2.6 Use of Name. Group agrees that HFN and any Payor for which Group arranges for or provides Covered Services may use the name, address, telephone number, related pertinent

information and fact of participation of Group and any Represented Physician in the HFN Participating Provider network in advertising and informational materials. Group and Represented Physicians similarly may use HFN's name in advertising or informational materials relating to participation in the network.

2.7 Coordination of Benefits. PLAN or Payor shall make best efforts that the CCPA Participating Provider to require to another party prior to billing the Plan or Payor if the PLAN or Payor is the primary carrier. If however, the Participating provider is required to assist in attempts to collect from secondary carriers or a Beneficiary, the Participating Provider. Plan and Payors shall make best efforts to assist CCPA with COB.

2.8 Eligibility Verification. Group or the Represented Physicians shall confirm the eligibility of Beneficiaries at the time of rendering services. Unless otherwise provided in a Contract, Group and/or the Represented Physicians shall assume the risk of providing care to persons who are not eligible for Covered Services.

2.9 Medical Records. Group and the Represented Physicians shall: (a) establish medical records for each Beneficiary to whom a Represented Physician provides Covered Services and keep such records in form and content, and maintain their confidentiality, consistent with community standards of good medical practice and applicable legal, regulatory and hospital requirements; and (b) promptly, within thirty business days and providing that the request was made in writing provide HFN and Payors with copies of Beneficiary medical records in compliance with HFN's or a Payor's Utilization Management programs.

2.10 Maintenance and Access to Records. Group and Represented Physicians shall maintain, for the time period required by applicable law or five (5) years after a Covered Service is rendered, all Beneficiary medical records and all other books and records (financial, administrative or otherwise) directly pertaining thereto and provide HFN, Payors and applicable regulatory authorities access to such records upon reasonable, forty-eighty (48) hours prior written notice, (providing that the visit does not interfere with business practices) during normal business hours.

2.11 Referrals. Group and the Represented Physicians shall make best efforts to refer Beneficiaries only to Participating Providers for the provision of Covered Services unless, in the professional judgment of the Represented Physician, a Participating Provider is unable to provide the Covered Services. To the extent that and at such time as HFN or a Payor offers a group health or workers' compensation product involving the use of primary care physicians as gatekeepers, Group and the Represented Physicians shall make best efforts to comply with the reasonable referral authorization processes, policies and procedures of HFN or the Payor. Services rendered without or beyond the scope of referral authorization will not be reimbursable under this Agreement.

2.12 Hospitalization. Represented Physicians shall admit Beneficiaries requiring hospitalization, including hospitalization for emergency medical services, as defined in the applicable Contract, only to hospitals that are Participating Providers, and shall comply with the authorization requirements of HFN and the Payor regarding hospitalization; provided, however, that Represented Physicians may admit Beneficiaries elsewhere for care in the case of an emergency (as defined in the applicable Contract) or if, in the professional judgment of the Represented Physician, the Participating Provider hospital is unable to provide such care. Group shall cooperate and require Represented Physicians to cooperate with the HFN and /or Payors in addressing hospital lengths of stay and the utilization of alternative ancillary services, all with the goal of providing care in an appropriate and cost-effective manner.

2.13 Confidentiality. PLAN and CCPA shall make best efforts that this Agreement contains confidential information and the particular terms of this Agreement shall be kept confidential and disclosed to any third party. PLAN and CCPA further agree that the performance shall be kept confidential and not disclosed to any third party. PLAN and CCPA further agree that the performance shall be kept confidential and not disclosed to any third party. .

2.14 Provider Orientation. Provider and/or Providers representative shall make best efforts to attend an HFN provider orientation session. Such attendance shall be accomplished within six (6) months of the effective date of this Agreement.

SECTION III - OBLIGATIONS OF HFN

3.1 Eligibility Verification. HFN will provide Group and the Represented Physicians reasonable assistance with Beneficiary eligibility verification, which may include the provision of eligibility lists.

3.2 Provider Directories; Policies and Procedures. PLAN agrees to notify its Participating Payors, Beneficiaries and PLAN providers of this Agreement and to distribute material, when made available, to its Payors, Beneficiaries and PLAN providers about the services of CCPA. Nothing in this Agreement shall be construed as interfering with the freedom of choice of eligible.

3.3 Reporting. HFN will furnish Group with periodic utilization and other reports generated from HFN and/or Payor Utilization Management, quality assurance and other similar programs.

3.4 Payors and Contracts. HFN will be responsible for entering into and administering all Contracts with Payors. HFN will notify Group of all Payors and Contracts, including the mechanisms for identifying Covered Services, copayments and deductibles, benefit maximums, limitations and exclusions and for accessing the Payor's eligibility system. Nothing herein requires HFN to contract on behalf of Group or any Represented Physicians with any Payor with which HFN enters into a Contract. Further, Payors have the right to decline Group's or any Represented Physician's participation in Contracts.

3.5 Beneficiary Identification. PLAN represents and warrants that PLAN or Payor shall furnish each Beneficiary with identification card which clearly indicates;

(a) The name and address of the PLAN, Payor and employer, and

(b) The type of Benefit Plan or product (HMO, EPO, PPO,POS, WC etc.); and

(c) Pre-certification, pre-authorization and any other utilization management requirements; and.

(d) A number for CCPA Participating Providers to use to determine and comply with any pre-certification, pre-authorization or other utilization management requirements; and

(e) A number for CCPA Participating Providers to use to verify Beneficiary's coverage and eligibility for benefits and

(f) Appropriate claims billing address and phone number will be identify on the member's identification card for CCPA Participating Providers to use for claims and billing inquires and problems; and

(g) Any coinsurance and copayment obligations for beneficiary will be on the identification card.

PLAN shall make best efforts to make Beneficiary eligibility available to providers.

PLAN or Payor shall make best efforts to inform beneficiary (regardless of benefit plan type PPO/EPO/POS/ WC) that failure to provide an insurance identification card at the time of services (inpatient or outpatient) shall result in a wavier of the negotiated rates.

3.6 Insolvency. PLAN represents and warrants that neither CCPA nor any Participating Provider shall be financially responsible for the provision of services to Beneficiaries should the PLAN or Payor If PLAN fails then CCPA and Participating Providers will not be held to the terms of its agreement with insolvent PLAN or Payor. PLAN agrees to provide all necessary documentation and allows CCPA and Participating Provider to conduct a financial due diligence of PLAN or Payor.

3.7 Plan. The PLAN represents and warrants that it is authorized to execute this Agreement on behalf of each Payor, PLAN or Payor Agreement (as applicable), and each Payor, PLAN or Payor Agreement hereby agrees to the terms of this Agreement.

SECTION IV - COMPENSATION

4.1 Compensation. In consideration for Group providing or arranging to provide Covered Services to Beneficiaries, Group or the Represented Physicians shall be paid in accordance with Exhibit B attached hereto, and Group hereby accepts such reimbursement schedules on its own behalf and on behalf of the Represented Physicians. Reimbursement is always the lesser of the Maximum Allowable Fee Schedule or ninety percent (90%) of billed charges. Reimbursement for procedures not otherwise identified in the Maximum Allowable Fee Schedule will be paid at ninety percent (90%) of billed charges.

4.2 Modification of Reimbursement Schedules. HFN will update the reimbursement schedules attached as Exhibit B to reflect the Medicare Reimbursement updates and changes. The updates will take effect the 1st of February each calendar year or on such other date as may be designated by HFN shall make best efforts to notify..

4.3 Claims Processing and Payment. Payors or their designees are solely responsible for the processing and payment of claims, and HFN has no such responsibility by virtue of this Agreement or otherwise. Group and the Represented Physicians shall comply with and accept the following provisions in regard to claims for Covered Services:

(a) Group or the Represented Physicians shall submit claims to a Payor or its designee within no more than one hundred twenty (120) days after the provision of the Covered Service or such shorter period as may be required by the Payor;

(b) Group or the Represented Physicians shall utilize the industry accepted claim forms (e.g., HCFA Form 1500), format and coding specified by a Payor or its designee;

(c) A Payor may refuse to pay any claim within 120 days which (i) is not submitted in a timely fashion, (ii) is not complete, (iii) is inappropriately coded, or (iv) is not submitted on the required form or in the required format until the claim is resubmitted and in complete, properly coded and/or on the required form or in the required format, as the case may be;

(d) HFN shall use reasonable efforts to require Payors to pay, Group or the Represented Physicians for Covered Services within thirty (30) days following submission of a "clean claim". If a clean claim is not paid on a timely basis, full billed charges are due and payable (as defined in Subsection 4.3(a), except in situations involving coordination of benefits issues; and If payment has not been made on clean claims within thirty (30) days of receipt of bill. the participating Provider reserves the right to bill the Beneficiary at fill charges.

(e) Group shall make best efforts to comply with, and shall require Represented Physicians to comply with, and hereby agrees, on its own behalf and on behalf of the Represented Physicians, to be bound by all other reasonable claims processing requirements, policies and procedures of Payors under the Contracts.

(f) PLAN or Payor shall make best efforts to furnish to CCPA (or its designated vendor) an Explanation of Benefits (EOB) for each claim, regardless of whether a payment is due or made to CCPA or a Participating Provider.

(g) Automatic Down Coding. PLAN or Payor (or agent of Payor) shall make best efforts not to automatically or retroactively down code any code submitted by CCPA provider without express permission from CCPA or Participating Provider.

4.4 Reporting of Services. Provider shall timely prepare and submit to Payors, HFN or their designees such paper or paperless reports and information on utilization, expenses and services provided to Beneficiaries as Payors or HFN from time to time reasonably require. Provider shall utilize the forms, format and media for such reports as Payors or HFN reasonably require from time to time.

4.5 Full Compensation. Group and the Represented Physicians shall accept as full compensation for the provision of Covered Services to Beneficiaries the amounts determined pursuant to Section 4.1. Neither Group nor Represented Physicians shall bill Beneficiaries for any fees or charges whatsoever, or seek or accept any payments from Beneficiaries, except for (a) any permitted co-payment or deductible, (b) services provided to persons determined to be ineligible for Covered Services, or (c) services denied as not being Covered Services or Medically Necessary only if Group or the Represented Physician has obtained the specific written consent of the Beneficiary to pay for such services in advance of their provision. Group and the Represented Physicians shall immediately refund to a Beneficiary, upon demand by HFN or a Payor, any amounts erroneously collected from the Beneficiary. This Section will survive termination of this Agreement and will inure to the benefit of Beneficiaries. For the time period during this current contract.

SECTION V - TERM, TERMINATION

5.1 Term and Termination. The term of this Agreement shall commence as of **December 1, 1999,** and shall continue thereafter unless terminated upon the occurrence of any of the following events:

(a) Either party may terminate this Agreement with or without cause at any time upon sixty-(60) day's prior written notice to the other party.

(b) Either party may terminate this Agreement effective upon notice in the event that the other party files to becomes subject to petition in bankruptcy, becomes insolvent or is otherwise unable to pay its docs as the mature.

(c) Either party may terminate this Agreement for cause due to material breach by giving sixty (60) days advance written notice. The notice of termination for cause shall not be effective if the reaching party cures the breach to the satisfaction of the other party within the sixty (60) notice period._

(d) upon written notice from HFN if the Group makes or has made any untrue statements of material fact or any intentional misrepresentation or concealment of any fact, whether or not material, in connection with the administration of this Agreement or the Contracts; or

(e) automatically upon:

(i) the cancellation of Group's Directors and officer's Insurance.

5.2 Effect of Termination. Upon the expiration or termination or termination of this Agreement for any reason, Participating Providers shall, at PLAN's request continue to furnish Covered Services to any Beneficiary who is then under Participating Provider's care until such time, not later than sixty (60) days from expiration or termination, that PLAN is able to arrange for another Participating Provider to furnish Covered Services to such Beneficiary. PLAN or CCPA shall use its best efforts to arrange for substitute coverage so that participating Providers will not be required to accept Beneficiaries after termination of this Agreement.

Reimbursement for Covered Services rendered to Beneficiaries after termination will be 100% of billed charges. Participating Providers will not be required to accept Beneficiaries after termination of this Agreement.

5.3 Termination of a Represented Physician. HFN and Payors may terminate any Represented Physician for cause from participation this Agreement or any of the Contracts upon thirty (30) days written notice to Group and the failure of Represented Physician to cure such cause within thirty (30) days after notice of such cause. CCPA may terminate any Payors for cause from participation this Agreement or any of the Contracts upon thirty (30) days written notice to Payor and the failure of Payor to cure such cause within thirty (30) days after notice of such cause.

SECTION VI - GENERAL PROVISIONS

6.1 Assignment. No sale, lease, assignment or other delegation of the rights, duties or obligations under this Agreement shall be made by either party without the express written approval of the other party. Any attempt at assignment in violation of this Section 6.1 shall be void.

6.2 Waiver of Breach. Waiver of breach of any term or provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision. In addition, waiver of any provision, obligation or duty as provided in this Agreement shall not constitute a waiver of a future breach.

6.3 Notices. A notice required or permitted by this Agreement shall be in writing and shall be deemed to be properly given (i) when delivered personally or (ii) on the seventh (7^{th}) business day after it is sent postage prepaid by certified or registered mail, return receipt requested, or (iii) facsimile confirmed with overnight delivery, and sent to the address indicated below.

To HFN:

HFN, Inc.
1315 West 22nd Street
Suite 300
Oak Brook, Illinois 60523
Attention: President

To Group:

Children's Community Physician Association
Children's Memorial Hospital
2300 Children's Plaza, Mailbox #49
Chicago, Illinois 60614
Attention: Maureen Murphy
Executive Director

6.4 Severability. In the event any term or provision of this Agreement is rendered invalid or unenforceable under Federal or applicable state law, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall, subject to Section 6.5 of this Agreement, remain in full force and effect.

6.5 Effect of Severable Provision. In the event that a term or provision of this Agreement is rendered invalid or unenforceable or declared null and void as provided in Section 6.4 of this Agreement, and its removal has the effect of materially altering the obligations of either Group or HFN in such a manner as, in the judgment of the affected party, will cause hardship to such affected party, the party so affected shall have the right to terminate this Agreement upon thirty (30) day's prior written notice to the other party.

6.6 Entire Agreement. This Agreement, together with exhibits and attachments, contains the entire Agreement between HFN and Group relating to the rights granted and the obligations assumed by the parties concerning the provision of services to Beneficiaries. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect. Nothing herein, however, affects any existing Agency and Payor Agreements involving Group and HFN.

6.7 Amendment. This Agreement or any part or section of it may be amended at any time during the term of the Agreement only by the mutual written consent of HFN and Group. Any other amendment or alteration of this Agreement without such written consent shall be considered null and void. Notwithstanding this limitation, if HFN is required to amend this Agreement to comply with applicable law, such amendment will be effective upon written notice to Group.

6.8 Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and should not effect in any way the meaning or interpretation of this Agreement.

6.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and Indiana.

6.10 Independent Contractor. HFN, Group and the Represented Physicians are independent. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agency or any relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. Group acknowledges that HFN does not in any way influence or control the provision of medical services by the Represented Physicians and Group and the Represented Physicians remain solely responsible for the treatment of Beneficiaries, including any and all clinical decisions regarding admission, treatment and discharge (irrespective of Utilization Management decisions or recommendations).

6.11 No Indemnification. Group and HFN acknowledge and agree that (i) each of HFN, Group and the Represented Physicians are responsible for its/his/her own negligence, acts and omissions and those of its/his/her agents or employees; and (ii) this Agreement is not one to insure or indemnify.

6.12 Limitation of Obligations. In the event that Group or Represented Physician do not have proper facilities to treat Beneficiaries or in the event of circumstances beyond their reasonable control, such as major disaster, epidemic, war, complete or partial destruction of facilities, disability of a significant number of personnel or labor disputes, Group and the Represented Physician shall provide Covered Services to Beneficiaries to the extent possible according to their best judgment based on such facilities and personnel as are then available, but shall have no liability or obligation for delay or failure to provide or arrange for such Services due to such circumstances beyond their reasonable control.

6.13 Silent PPO Arrangements. PLAN represents shall make best efforts to CCPA that neither PLAN, nor any claims paying organization with which it is affiliated by ownership or contract, nor any Payor (or agent of any Payor) shall use the provider rates or fee schedules establish for Participating Providers under this Agreement to process or re-price claims for services of Participating Providers other than this Agreement and which have been disclosed to CCPA. ~~PLAN shall hold CCPA and Participating Providers financially harmless from any unauthorized re-pricing of claims by PLAN any~~

2/1/00

~~Payor or the agent of PLAN or any Payor. Further, CCPA may upon notice to PLAN, refuse to continue the negotiated rates under this Agreement to any Payor if CCPA becomes aware that such Payor is accessing networks other than PLAN and utilizing the best rate available among all such networks.~~

6.14 Dispute Resolution

(a) CCPA and Plan shall make best efforts to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. The matter shall be submitted within five (5) days to a committee of two representatives from each party.

(b) If such committee concludes that it is unable to resolve the matter, the committee may, at its discretion decide to (I) terminate this Agreement within thirty (30) days thereafter; or (ii) arbitrate such problem or dispute.

(c) Any arbitration shall be conducted pursuant to the rules of the American Arbitration Association, CCPA and PLAN agree that the arbitration results shall be binding on both parties in any subsequent litigation or other dispute.

PLAN shall make best efforts to advise CCPA of the identify of each Payor Effective Date and (if not prohibited by law or contract) shall use its best efforts to inform CCPA of the identify of prospective Payors which are likely to be of significance to CCPA.

6.15 Benefit Differential. Plan warrants to CCPA that each Payor shall make best efforts that each Payor, Benefit Plan or Payor Agreements and Beneficiaries through financial incentives and or disincentives equivalent to a minimum benefit differential of at least five (5%) for Unions and ten 10% to use Preferred providers in order to receive maximum benefits

IN WITNESS WHEREOF, HFN and Group have executed this Agreement the day and year first set forth above.

HFN, INC.

By: _____

Title: President

Children's Community Physician Association (CCPA)

By: _____

Title: EXECUTIVE DIRECTOR

Fein: 36-4071049

2269181(updated 6/28/99)

DELETED FROM CONTRACT

EXHIBIT B

REIMBURSEMENT SCHEDULE

CHILDRENS COMMUNITY PHAYCIANS ASSOCIATION

Physician shall be paid at a level equal to 125% for Primary Care services and 140% for Specialists services based on the Medicare Physician Fee Schedule for Region # 16 Chicago area. Reimbursement is the lesser of the (Maximum Allowable Fee Schedule or ninety percent (90%) of billed Charges). Reimbursement for procedures not otherwise identified in the Maximum Allowable Fee Schedule will be paid at ninety percent of billed charges.

Anesthesiologists will be reimbursed according to ASA guidelines at the rate $40/15.

NOTE: HFN IDENFICATION MUST BE MADE AVAILABE DURING TIME OF SERVICE IN ORDER TO QUALIFY FOR DISCOUNTS.

Rate Effective Date: **December 1, 1999**