

CHILDREN'S COMMUNITY PHYSICIANS ASSOCIATION

PHYSICIAN MASTER AGREEMENT

This Physician Master Agreement (this "Master Agreement") is entered into by and between Children's Community Physicians Association ("CCPA") and the physician named on the execution page hereto ("Physician"). This Master Agreement will be supplemented from time to time with Product Descriptions (as defined herein). Each Product Description sets forth the terms and conditions for participation in a fee-for-service, prepaid or capitated product/Payor (as defined herein) program which may be underwritten by one or more Payors. Each Product Description is enforceable under the terms and conditions contained therein and, in the event of a conflict between the language of this Master Agreement and any Product Description, the language of the Product Description shall prevail with respect to the services rendered pursuant to that Product (as defined herein).

Should CCPA develop or introduce other Product Descriptions and compensation methodologies, the Product Description(s) must 1) pass with a majority vote of the CCPA Board of Directors and 2) pass a majority vote of the Membership and 3) be submitted to Physician for review and approval. Once Physician approves and agrees to participate in the Product(s), its Product Description shall be considered attached hereto and incorporated herein.

Physician hereby authorizes CCPA to market physician services to Payors and grants CCPA a limited power of attorney with Payors on Physician's behalf subject to the terms and conditions set forth in this Master Agreement.

1.0 DEFINITIONS

For the purposes of this Master Agreement, the following terms shall have the meanings specified.

1.1 "Beneficiary" means any person for which a Payor has agreed to provide Covered Services when Payor has directly or indirectly contracted with CCPA to arrange for such services, which agreement is consistent with a Product Description which is or becomes a part of this Master Agreement.

1.2 "Policy and Procedure Manual" means the manual which sets forth CCPA's policies and programs.

1.3 "Confidential Information" means the information made available to or developed by CCPA or Physician, including but not limited to compensation schedules, mailing lists, employer lists, utilization management procedures, quality assurance policies and programs, internal risk management programs and policies, grammatical information and

structure, and related information and documents concerning the planning, structure and operation of CCPA, of Physician or of a particular Product. Such Confidential Information shall not include information which (a) was known to either party prior to entering into this Master Agreement; (b) is lawfully obtained, directly or indirectly by either party from a source other than the other party who or which is under no obligation of confidentiality; (c) is or becomes publicly available other than as a result of an act or failure to act by the party who is the owner of the confidential information; or (d) is required to be disclosed by either party by applicable law or legal process.

- 1.4 **“Covered Services”** means those health care services Beneficiaries are entitled to receive.
- 1.5 **“Emergency”** means, the sudden and unexpected onset of a symptom or condition which requires immediate diagnosis and/or treatment to alleviate or attempt to prevent serious physical, emotional, or mental impairment or loss of life.
- 1.6 **“Non-Risk Product”** means a health care financing arrangement which does not impose an obligation on CCPA or Physician to undertake economic responsibility for the over-utilization of health services or for inappropriate referral or treatment patterns of Physician and the other providers participating in CCPA’s network. An example of a Non-Risk Product includes a discounted fee-for-service reimbursement methodology with no withhold.
- 1.7 **“Participating Provider”** means a physician, hospital or health facility that has contracted with a Payor, directly or through intermediaries, to provide Covered Services to Beneficiaries of the applicable Product. Certain Participating Providers also may be referred to a “Participating Physicians” or “Participating Hospital” as the context may require.
- 1.8 **“Payor”** means any third party payor including, but not limited to, an insurance company, self-funded employer, certified HMO, certified prepaid limited health service organization, or governmental entity that has entered into an agreement, either directly or through an intermediary, with CCPA to arrange for the provision of Covered Services to Beneficiaries through Participating Providers.
- 1.9 **“Performance Standards”** means criteria adopted for measuring clinical quality and performance in resource utilization and cost effectiveness. Such criteria shall be based on the evaluation of data which may include, by way of example, but not limitation, the following: average length of stay, average room charge per case, average pharmacy charge per case,

average laboratory charge per case, average surgery charge per case, average diagnostic imaging charge per case, morbidity, and mortality.

- 1.10 “Physician Extender”** means a limited license practitioner who is permitted to render Covered Services under the direction and supervision of a Participating Physician. Physician Extenders include, but are not limited to, physician’s assistants, nurse practitioners, certified nurse midwives, and certified registered nurse anesthetists. Residents are not considered Physician Extenders.
- 1.11 “Primary Care Physician”** means a duly licensed doctor of medicine or osteopathy who has entered into a contract with CCPA and who is required to provide certain Covered Services to Beneficiaries who have selected the Primary Care Physician, and to assume primary responsibility for arranging and coordinating the overall health care of such Beneficiaries. Initially, primary care specialties are defined as general pediatrics.
- 1.12 “Product”** means a fee-for-service, prepaid or capitated program offered by a Payor which utilizes Participating Providers to provide Covered Services to Beneficiaries under terms and conditions described in the applicable Product Description.
- 1.13 “Product Description”** means a written description, approved by CCPA and incorporated by reference herein, of a fee-for-service, prepaid or capitated product which is offered and financed by a Payor. The Product Descriptions include terms and conditions under which Physician shall provide Covered Services to Beneficiaries enrolled in that Product.
- 1.14 “Risk Product”** means a health care financing arrangement which imposes an obligation on CCPA or Physician to undertake the economic responsibility for the over-utilization of health care services or for the inappropriate referral or treatment patterns of Physician and the other providers participating in the CCPA network. Examples of a Risk Product include, but are not limited to, capitation-based reimbursement, fee-for-service with a bonus or withhold, or a combination thereof.
- 1.15 “Specialist Physician”** means a duly licensed physician who is board certified or eligible in his/her medical or pediatric specialty and who has entered into a contract with CCPA and who shall provide Covered Services to Beneficiaries.

2.0 PHYSICIAN SERVICES

- 2.1 Completion of Application Form.** Physician shall have completed CCPA's pre-application/application form to become a Participating Provider. Physician (i) gives CCPA, or its delegate, consent to consult with third parties as required to verify the information contained in Physician's pre-application/application form including the application data sheet; (ii) acknowledges that CCPA is relying on information contained in Physician's pre-application/application to become a Participating Provider; and (iii) certifies and warrants that such application contains true and correct information. Physician agrees to notify CCPA immediately of any material change in such information. Physician agrees that any material misstatements in or omissions from his/her pre-application/application to become a Participating Provider constitute cause for immediate termination of this Master Agreement by CCPA.
- 2.2 Call Coverage.** Physician agrees to provide Beneficiaries with access to appropriate Covered Services in his/her speciality at all times including arranging for coverage by another Participating Physician when Physician is unavailable. Physician must arrange twenty-four hour-a-day coverage for Beneficiaries with another Participating Physician. Physician must supply written verification of coverage arrangements with covering physician(s) indicated at the time of application. Any proposed changes in coverage arrangements must be submitted in writing to the CCPA Board of Directors for approval. With the written approval of the CCPA Board of Directors, an exception may be granted from the above call coverage requirements, only as per criteria described in the Policy and Procedure Manual. Exemptions granted shall be for a reasonable period of time, until compliance is practicable.
- 2.3 Closure of Practice.** Physician agrees to use his/her best efforts to notify CCPA at least ninety (90) days prior to closing his/her practice to new patients, provided that the effective date of such closure shall not occur until the last day of the month in which such closure is to be effective. CCPA will use its best efforts to avert burdensome demands on the capacity of individual Participating Physicians and assist Beneficiaries in identifying Participating Physicians who have the capacity to accept new patients.
- 2.4 Use of Participating Providers.** Unless the requirement is expressly waived in the applicable Product Description, each Physician shall admit Beneficiaries to the Children's Memorial Hospital or other health care facility for treatment only when such admissions are certified in advance by the applicable Payor or its designee, except for cases of Emergency. In the case of services rendered in an Emergency, Physician shall follow the procedures outlined in the Policy and Procedure Manual or Payor contract.
- 2.5 Referrals.** Whenever possible and consistent with sound medical practice and generally accepted professional standards in the community,

Physician shall abide by all referral programs and policies as set forth in the applicable Product Descriptions or in the Policy and Procedure Manual, which shall include at a minimum that referrals can only be made to Participating Physicians within a Payor's network, except in cases of Emergency and any designated out-of-network services. Physicians who are assigned as consultants to individual Beneficiaries shall arrange and coordinate the overall health care of Beneficiaries and shall refer to other Participating Physicians in accordance with the policies described in the Product Description or Beneficiary's plan. Physician agrees to provide adequate and timely follow-up communication back to any referring physician regarding Beneficiaries' status, treatment plan, results of consult, etc. as set forth in the Policy and Procedure Manual.

- 2.6 Use of Physician Extenders.** Physician may render Covered Services through participating Physician Extenders provided that such arrangements are disclosed and approved by the CCPA Board of Directors in accordance with the above statements and with policies and procedures set forth in the Policy and Procedure Manual. Physician agrees to provide evidence of the professional qualifications of such Physician Extenders, including evidence of appropriate professional liability coverage and practice protocol manuals, as may be requested by CCPA pursuant to such policies.
- 2.7 Use of Residents.** Physician acknowledges that on-site supervision of residents is necessary to meet quality and policy demands of Payors. Residents may participate in patient care activities for Beneficiaries, but can only do so under direct, on-site supervision of an attending Participating Physician as per the Policy and Procedure Manual, and where attending Participating Physician personally examines the Beneficiary. Physician may use residents in the provision of Covered Services provided that such arrangements are disclosed and approved by the CCPA Board of Directors in accordance with the above statements and with policies and procedures set forth in the Policy and Procedure Manual.
- 2.8 Termination of a Physician-Patient Relationship.** Physician shall have the right to terminate his/her relationship with a Beneficiary in accordance with the procedures set forth in the Policy and Procedure Manual. Physician agrees to abide by those procedures in all such cases.

3.0 COMPENSATION

3.1 Non-Risk Products

3.1.1 Authorized Agent for Limited Purpose. CCPA shall not negotiate competitive terms of Non-Risk Products with or on behalf of Physician. With respect to competitive terms of Non-Risk Products, Physician authorizes CCPA to act, at the discretion of the CCPA Board of Directors, pursuant to a pure messenger model approach or an individual standing offer approach as outlined in Section 3.1.3 herein. As part of its discussion with each non-risk Payor, CCPA shall inform each such payor of the role it intends to play on behalf of Physician.

3.1.2 Non-Competitive Terms. With respect to non-competitive terms of a Non-Risk Product, at a minimum, CCPA shall explain the following to each Payor: (i) Physician has authorized CCPA to negotiate non-competitive terms of a Payor agreement; and (ii) CCPA may articulate to a prospective Payor the objective non-competitive standards set forth by the CCPA Board of Directors required of all Payors contracting with CCPA Physicians which must be met before CCPA will entertain a Non-Risk Product offer. Such standards may include minimum number of covered lives, silent PPO protection, steerage mechanisms, prompt claims payment, benefit design, no retroactive denials, appropriate termination language, etc.

3.1.3 Limited Authority to Convey Competitive Terms.

3.1.3.1 Pure Messenger Model Approach. Physician authorizes CCPA to convey to Physician the competitive terms of a Non-Risk Product offered by prospective Payors and to convey to Payors, Physician's response. Unless Physician affirmatively accepts the terms of such Non-Risk Product, by providing written notice to CCPA within fifteen (15) days from the date of mailing of notice from CCPA (which notice shall include a copy of the proposed Product Description or summary term sheet, and applicable fee schedule), Physician shall not be bound by the Non-Risk Product.

3.1.3.2 Individual Standing Offer Model. Physician authorizes CCPA to bind Physician to those Non-Risk Products that include a fee schedule that is equal to or more favorable than the fee schedule offered by Physician ("Physician's Standing Fee Schedule"). CCPA must furnish the

prospective Payor with a written statement of its authority under the Standing Offer Model. Such written statement shall include, but shall not be limited to, the following: (i) Physician has separately and independently determined Physician's Standing Fee Schedule based on either a percentage of Medicare's physician fee schedule or a percent discount from Physician's billed charges or a dollar value for each CPT code, and CCPA is not authorized to bind Physician to an offer that is lower than Physician's Standing Fee Schedule; (ii) CCPA shall not be permitted to bind Physician to fees which are at a level below Physician's Standing Fee Schedule irrespective of whether Physician has on a previous occasion accepted a similar or even lower level of fees from another Payor after being transmitted such a proposal; and (iii) at the request of a prospective Payor, CCPA will convey specific proposals to Physician which proposals are outside the scope of CCPA's authority granted by Physician.

3.1.4 Release of Responsibility for Payment. Physician shall not seek from CCPA any compensation or reimbursement due under any Non-Risk Product, unless such Product specifically requires CCPA to compensate or reimburse Physician. Notwithstanding the foregoing provision to the contrary, Physician shall hereby waive, release, relinquish, and discharge CCPA and its officers, directors, employees, agents, and its and their respective successors and assigns (hereinafter "Released Parties") from any and all claims, suits, damages, actions, or manner of actions that Physician now has or may in the future have against Released Parties in any way relating to or arising out of any failure to pay compensation or reimbursement to Physician for services provided under any Non-Risk Product or Product Description.

3.2 Risk Products

3.2.1 Authorized Agent for Limited Purposes. CCPA shall serve as the limited agent of Physician for purposes of entering into Risk Products approved by the CCPA Board of Directors. Physician hereby authorizes CCPA to enter into Risk Products in accordance with the terms set forth in this Master Agreement and in accordance with the policies established by the CCPA Board of Directors, and grants CCPA a limited power of attorney to contract with Payors on Physician's behalf for such purposes. CCPA shall set forth in a Product Description all material terms and conditions applicable to any such risk product. Any product and the corresponding Product Description shall be approved by the CCPA

Board of Directors. Physician agrees that he/she shall participate in any and all Risk Products approved by the CCPA Board of Directors that meet the minimum standards agreed to by Physician.

3.2.2 Establishment of Contracting Terms. The CCPA Board of Directors shall be responsible for determining the terms under which each Risk Contract will be offered and the risk model and provider payment terms applicable to the reimbursement and risk-sharing arrangement.

3.2.3 Risk Contract Protections. It is the intent of CCPA and Physician for CCPA to use good faith efforts in negotiating reasonable limitations on reductions by a Payor to the percentage of premium or the amount of premium, as applicable, charged each subscriber or group by the Payor and for Payor to disclose these protections to CCPA and Physician.

3.3 Physician Compensation. Upon Physician agreeing to participate in any Non-Risk Product or upon CCPA's Board of Directors approving participation in any Risk Product, CCPA shall arrange for Physician to be compensated for services rendered to a Beneficiary in accordance with the compensation system set forth in the Product Description applicable to that Beneficiary. Physician agrees to accept as payment in full the compensation set forth in the applicable Product Description (less any applicable copayments, deductibles or co-insurance amounts).

3.4 Schedule of Covered Services. CCPA will use reasonable efforts to provide or arrange for the provision to Physician of a written schedule of Covered Services for each Payor and will use reasonable efforts to notify or arrange for the notification to the Physician of any written amendments or modifications to such schedule.

3.5 Coverage Verification. Physician hereby agrees to comply with any pre-authorization requirements called for in the applicable Product Description, except in cases of Emergency. Payor or CCPA will use reasonable efforts to provide or arrange for the provision to Physician of a telephone number to call to verify a Beneficiary's group agreement or individual subscriber contract. Physician agrees to cooperate with Payor in verification of a Beneficiary's eligibility and benefits coverage, but CCPA shall use reasonable efforts to make Payor agree to no retroactive denials of benefits coverage once Payor has verified and approved Beneficiary's benefits coverage to Physician's office at the time of service. Once benefits coverage has been verified and approved by Payor, such physician services are deemed to be Covered Services.

3.6 Coordination of Benefits. Physician shall cooperate with the Payor in determining if the Beneficiary's illness is covered by other health insurance or otherwise gives rise to a claim by a Payor by virtue of coordination of benefits or subrogation. Physician agrees to assist the Payor in obtaining recoveries from third parties, including executing any and all documents that reasonably may be required to enable Payor to bill and/or collect payments from any third parties or assigning payments to Payor; however, Physician does not waive any rights he/she may have to be compensated for costs incurred in rendering such assistance. While Physician agrees to cooperate with Payor in coordination of benefits recovery efforts, CCPA shall use reasonable efforts to require Payor to agree that recovery of payments from either Physician or Beneficiary shall be limited to six (6) months after the date of claims submission from Physician. If after six (6) months it is revealed that a payment was made erroneously for any reason, CCPA shall use its reasonable efforts to make Payor liable for such fee(s) rather than Beneficiary or Physician.

3.7 Beneficiary Hold Harmless. Unless the requirement is expressly waived in the applicable Product Description, Physician hereby agrees that in no event, including but not limited to, nonpayment, the applicable Payor's insolvency, or breach of this Master Agreement, shall Physician (i) bill, charge, collect a deposit from, seek compensation (including, but not limited to, the issuance of a "Dunning Notice" or any other notice of overdue payment), remuneration, or reimbursement for Covered Services from a Beneficiary or any person who may be acting on a Beneficiary's behalf other than the applicable Payor; (ii) maintain any action at law against any Beneficiary to collect money owed to Physician by a Payor; or (iii) hold any Beneficiary liable in any other way for Covered Services provided to such individual.

This provision shall not be construed to prohibit Physician from collecting or pursuing collection of co-payments, deductibles or co-insurance or charges for non-Covered Services in accordance with the terms of the applicable Payor contract. However, the Physician is allowed to seek compensation or pursue collection from the Payor for Covered Services. CCPA shall use reasonable efforts to require Payor to agree that whenever a Payor fails to meet its obligation to pay fees due under a Product for Covered Services already rendered to a Beneficiary, the Payor rather than the Beneficiary, shall be liable for such fees.

Physician further agrees that (a) the hold harmless provision in this Section 3.7 shall survive the termination of this Master Agreement regardless of the cause, if any, giving rise to the termination and shall be construed to be for the benefit of Beneficiaries and that (b) the hold harmless provision in this Section 3.7 supersedes any oral or written

contrary agreement now existing or hereafter entered into between Physician and any Beneficiary or persons acting on his/her behalf.

- 3.8 ERISA.** For purposes of the Employee Retirement Income Security Act of 1974 ("ERISA") and any other applicable state or federal law, CCPA shall not be deemed the "Administrator" and "named Fiduciary" or other fiduciary of any Product. Physician waives and shall not have any cause of action and shall require at law or in equity, against CCPA, its employees, agents, officers and directors, and hereby releases each of the foregoing parties of and from any and all claims, demands, obligations, liabilities, and causes of action of every nature whatsoever, relating to, arising out of, or resulting from the enforcement of and compliance with ERISA and this Master Agreement.

4.0 COMPLIANCE WITH PAYORS' AND CCPA'S POLICIES AND PROCEDURES

4.1 Compliance and Participation

4.1.1 Physician shall use his/her best efforts to comply fully with and participate in the implementation of CCPA's or the Payor's (as applicable) written policies and programs as set forth in the Policy and Procedure Manual, to control the cost and utilization of health services that are consistent with sound medical practice and as described in the Product Descriptions, including but not limited to, written policies and programs regarding: (i) quality assurance; (ii) utilization management; (iii) claims payment review; (iv) beneficiary grievances; and (v) credentialing and re-credentialing.

4.1.2 Physician shall use his/her best efforts to abide by the determination under any policies and programs referred to in this Section 4.1 of CCPA or Payor (as applicable) on all such matters during the term of this Master Agreement and hereby waives any and all claims Physicians may have, now or in the future, against CCPA or any of its directors, officers, employees or agents arising out of such determinations with respect to Physician, provided that Physician does not hereby waive any claims resulting from the negligence, gross negligence or willful misconduct of CCPA or any of its directors, officers, employees or agents.

- 4.2 Discrimination.** Physician agrees not to discriminate in the provision of health care services to Beneficiaries due to the Beneficiary's race, color, national origin, ancestry, religion, health status, sex, marital status, age or source of payment.

- 4.3 Provider Grievance Process.** Physician shall have the right to pursue grievances and disputes related to credentialing and re-credentialing, payment determinations, utilization review determinations, quality assurance determinations and sanctions through and in accordance with the grievance process set forth in the Policy and Procedure Manual. Any proposed modifications to the grievance process will be referred to the CCPA Board of Directors for review.
- 4.4 Policy and Procedure Manual.** The operational procedures to implement CCPA's policies and programs shall be set forth in a Policy and Procedure Manual to be provided to Physician by CCPA, the terms of which by reference are incorporated herein. The Policy and Procedure Manual is subject to modification from time to time by the CCPA Board of Director's in its sole discretion.
- 4.5 Standard of Practice.** Physician agrees to conduct his/her practice in accordance with the recognized standard of care in the health care community in which CCPA operates; and ensure that health care services are provided in accordance with CCPA's objectives of comprehensive, quality care, quality service, cost containment, and effective utilization of inpatient, ambulatory, and emergency services.
- 4.6 Records.**
- 4.6.1 Records Generally.** Physician shall maintain medical records in a current, detailed, organized comprehensive manner and in accordance with applicable state and federal laws and customary medical practice in the community where CCPA operates, and CCPA's policies. Medical records shall: (i) be legible; (ii) reflect all aspects of pertinent care; and (iii) contain a current and complete medical history and listing of allergies, medications and diagnoses. For each patient encounter, there shall be completed, dated and signed progress notes which, at a minimum, contain the chief complaint or purpose of the visit, diagnosis or findings and therapeutic plan. Where appropriate, there shall be evidence of follow-up or previous encounters.
- 4.6.2 Inspection of Records.** Physician shall agree that CCPA and Payors shall have the right, upon request and, with respect to medical records, upon presentation of a patient release (the release on a Payor's enrollment form to be sufficient), to inspect at all reasonable times and have copied, any accounting, administrative, and medical records maintained by Physician pertaining to the Beneficiary's enrollment. Physician shall provide CCPA with all medical records and other records relating to claims for provision

of Covered Services to a Beneficiary requested pursuant to this Section 4.6.2 at no charge to CCPA. Subject to applicable confidentiality requirements, Physician shall make Beneficiaries medical records available to Payors for the purpose of assessing quality of care and medical necessity and appropriateness of care provided to such Payor's Beneficiaries. In the event the Secretary of the Department of Health and Human Services or his or her duly authorized representative is entitled to access, pursuant to Section 1861 (V)(1)(I) of the Social Security Act, as amended, and the regulations promulgated thereunder, to any directly pertinent books, documents, papers, and records of Physician involving transactions pertaining to this Master Agreement, CCPA agrees and shall require Physician to agree to make the same available for examination in accordance with the terms and requirements of said statutes and regulations. Notwithstanding termination of this Master Agreement, the access to records granted hereunder shall survive the termination of this Master Agreement.

4.6.3 Transfer and Confidentiality. Physician shall cooperate in the transfer of Beneficiaries' medical records to Participating Hospitals and/or Participating Physicians. CCPA agrees that each Beneficiary's medical records shall be treated as confidential so as to comply with all state and federal laws and regulations regarding the confidentiality of patient records. Notwithstanding termination of this Master Agreement, the access to records granted hereunder shall survive the termination of this Master Agreement.

4.7 Network Roster and Marketing. Physician authorizes CCPA and Payors to include Physician's name, address, telephone number, specialties, medical or other education information, hospital or health facility affiliations and other similar information in their Roster of Participating Providers, which may be included in appropriate Payor marketing materials. Physician agrees to afford CCPA and Payors the same opportunity to display brochures signs or advertisements in Physician office(s) as Physician affords any payor not contracting with CCPA. CCPA shall use its best reasonable efforts to arrange with Payors to permit Physician to use each Payor's name in connection with Physician's own marketing activities designated to promote Physician as a Participating Provider in the applicable Product(s). Upon termination of this Master Agreement or any Product Description, the Physician shall not engage in further marketing activity which implies a continuing relationship between Physician and Payor with respect to any Product in which participation has been terminated. In such instances, CCPA shall use reasonable efforts to arrange for Payors to cease any activity which implies a continuing relationship between Physician and Payor as to such Product(s).

- 4.8 **Liability Coverage.** Physician shall maintain a minimum of professional liability insurance coverage in the amount of \$1,000,000 per claim and \$3,000,000 per annual aggregate and/or such other liability insurance coverage as required by CCPA's Board of Directors. Physician shall notify CCPA of any material adverse change in any such liability coverage within ten (10) working days of receiving notice of such change.

5.0 **TERM AND TERMINATION**

- 5.1 **Term and Renewal.** This Master Agreement will be effective after execution as of the date specified by CCPA and shall continue in effect through December 31st of the following year (the "Anniversary Date"). Thereafter, the Master Agreement and all Product Descriptions then in effect shall be automatically renewed for successive one year terms ending December 31st of each year unless terminated in accordance with this Section 5.
- 5.2 **Termination Without Cause.** Either party may terminate this Master Agreement or participation in any individual Product for any or no reason upon ninety (90) days prior written notice to the other party; provided, that either party's termination of the Master Agreement shall terminate Physician's participation in all Products.
- 5.3 **Automatic Termination.** Notwithstanding anything to the contrary herein, this Master Agreement shall automatically terminate in the event of a significant change in the nature of CCPA's purpose as an entity which is intended to arrange for the provision of medical services through a network of physician member participants.
- 5.4 **Termination for Breach.** CCPA and Physician agree that should either party materially breach this Master Agreement, the non-breaching party shall notify the breaching party in writing of the specific nature of the breach and request that it be cured. If the breaching party fails to cure the breach within sixty (60) days of receipt of such notice, the non-breaching party may immediately terminate this Master Agreement. Such termination shall not preclude the non-breaching party from pursuing any and all remedies available to it in law or at equity.
- 5.5 **Termination of Payor Agreements.** CCPA shall notify Physician if a Payor agreement is terminated. In the event of the termination of any Payor agreement, CCPA shall not be liable to Physician for any damage or loss of any kind including, without limitation, (i) direct damages, (ii) consequential damages, (iii) loss of profits, or (iv) business interruption. This Section 5.5 shall survive termination of this Master Agreement.

- 5.6 Continuation of Services.** In the event of termination of this Master Agreement, Physician shall remain obligated to furnish Covered Services to any Beneficiary under Physician's care pursuant to the terms of each Product Description. This Section 5.6 shall survive the termination of this Master Agreement regardless of the cause giving rise to termination.
- 5.7 Disclosure of Termination.** In the event this Master Agreement expires or terminates for any reason or cause, Physician consents to CCPA's disclosing the same to each affected Payor.

6.0 AMENDMENTS AND NEW PRODUCTS

- 6.1 Product Participation.** Physician agrees to participate in at least one Product through CCPA.
- 6.2 Amendments.** This Master Agreement or any Product Description may be amended by CCPA by giving fifteen (15) days prior written notice to Physician of the proposed amendment. If an amendment is not acceptable to Physician, he/she may terminate participation in the Product or Master Agreement, as applicable, as of the date the amendment becomes effective, by giving written notice to CCPA no later than seven (7) days after receipt of written notice of the proposed amendment. If Physician gives such notice of termination, CCPA may, at its option, continue the Physician's participation in the Master Agreement and the Products in effect without the amendment (using the previous fee schedule) upon notice to Physician five (5) days prior to the proposed amendment's effective date or CCPA shall allow Physician's termination of participation in the Product or in the Master Agreement, as the case may be, to take effect. If CCPA does not receive notice of termination from Physician, Physician will be deemed to have accepted such amendment as of the effective date of the amendment. CCPA shall use its best efforts to communicate follow-up reminders to Physician on amendment notices.
- 6.3 New Products.** CCPA shall give Physician thirty (30) days prior written notice of new Risk Product Descriptions and non-competitive terms of Non-Risk Product Descriptions which represent arrangements which CCPA deems beneficial to its Participating Physicians but which contain terms which, in the judgment of CCPA, represent a material adverse change in minimum standards agreed to by the Physician. In the event that Physician sends to CCPA within twenty (20) days of notification, a written notice of objection, then Physician shall not be bound to participate in such new Product.

However, Physician acknowledges that CCPA does not promise, warrant or guarantee, by this Master Agreement, and any Product Description or

otherwise, any particular expectation of business or economic gain, or that Physician otherwise is entitled to participate in every new Product.

7.0 LIMITATION OF LIABILITY

Unless expressly assumed, neither party will be responsible, as a consequence of this Master Agreement, for any claims by third parties against the other party that are the result of or that arise out of the neglect or misconduct of such other party or its employees or agents, or that are a result of or that arise out of any breach of this Master Agreement by either party, its employees or agents.

8.0 MISCELLANEOUS PROVISIONS

8.1 Assignment

8.1.1 Assignment of this Master Agreement. This Master Agreement, being intended to secure the services of Physician, shall not in any manner be assigned, delegated, or transferred by Physician without prior written consent of CCPA. Any such attempted transfer or assignment shall be void and considered grounds for termination. However, Physician may assign his/her right to receive compensation to a group practice with which Physician affiliates without violating this provision.

8.1.2 Assignment of Patients. Physician agrees that he/she shall not in any manner assign, delegate or transfer his/her panel of patients from CCPA to another physician network or similar entity. Any such attempted transfer or assignment of patients shall be void and considered grounds for termination plus a financial penalty.

8.1.3 Assignment of Payor Contracts. Physician has the right to assign payor contracts entered into independent of CCPA, upon renewal, to CCPA.

8.1.4 Assignment by CCPA. CCPA may assign this Master Agreement to any entity that controls, is controlled by, or that is under common control with CCPA now or in the future, or which succeeds to its business through a sale, merger or other corporate transaction.

8.2 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Master Agreement shall not be deemed a waiver of any other breach of the same or different provision.

8.3 Right to Injunctive Relief. Physician acknowledges that any failure to comply with the terms of this Master Agreement will cause irreparable

harm to CCPA and that CCPA shall be entitled to injunctive or other equitable relief in addition to any other remedy available under applicable law.

- 8.4 Notices.** Any notice required to be given pursuant to the terms and provisions shall be deemed given upon receipt, shall be in writing, and shall be sent by certified or registered mail, return receipt requested, to the parties at the addresses set forth on the execution page hereto.
- 8.5 Relationship of Parties.** Except as specifically set forth elsewhere in this Master Agreement, the relationship between CCPA and Physician is that of independent contractors, and neither shall be considered an agent or representative of the other for any purpose. This Master Agreement likewise shall not be construed to create any agency, partnership, or other relationship among Participating Providers, with respect to professional liability or otherwise, independent of any professional relationship that may exist with respect to the care of individual patients.
- 8.6 Third-Party Beneficiaries.** CCPA and Physician agree that Payors and Beneficiaries are intended third-party beneficiaries of Physician's obligations to provide Covered Services, and, subject to other applicable provisions hereof, Physician will perform his/her obligations to Payors and Beneficiaries hereunder irrespective of CCPA's performance (or non-performance) of its obligations to Physician. The provisions of this Master Agreement shall be construed for the benefit of Beneficiaries.
- 8.7 Severability.** In the event any provision of this Master Agreement is rendered invalid or unenforceable by any Act of Congress or of the state legislature or by any regulation promulgated by officials of the United States or the applicable state agency, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Master Agreement shall, subject to Section 8.8, remain in full force and effect.
- 8.8 Effect of Severable Provision.** In the event that a provision of this Master Agreement is rendered invalid or unenforceable or declared null and void as provided in Section 8.7 of this Master Agreement and its removal has the effect of materially altering the obligations of any party in such manner as, in the judgment of the party affected, (a) will cause serious financial hardship to such party or (b) will substantially disrupt and hamper the mutual efforts of the parties to maintain a cost-efficient means of delivery of health care services, or (c) will cause CCPA to act in violation of its Articles of Incorporation, the party so affected shall have the right to terminate this Master Agreement upon sixty (60) days prior written notice to the other party.

- 8.9 Nonexclusive Master Agreement.** Nothing contained in this Master Agreement shall prevent Physician from rendering health care services on a fee-for-service, prepaid or capitated arrangement with payors that have not entered into contracts with CCPA. Physician or Physician practice shall not be restricted from providing health care services at the location(s) of Physician's choice.
- 8.10 Headings.** The headings of the sections contained in this Master Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Master Agreement.
- 8.11 Gender.** Whenever the masculine gender is used in this Master Agreement, it shall also mean and refer to the feminine gender whenever appropriate.
- 8.12 Governing Law.** This Master Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to such State's statutes and cases concerning choice of law.
- 8.13 Construction.** Each Product Description is enforceable under the terms and conditions therein and in the event of conflict between the language of this Master Agreement and any Product Description, the language of the Product Description shall prevail with respect to the terms applicable to that Product.
- 8.14 Confidential Information.** The Confidential Information developed or provided by each party, except medical records of Beneficiaries, is the exclusive property of that party and the other party has no right, title, or interest in the same. Further, neither party shall in any way disclose or use the others Confidential Information except as contemplated herein or as required to perform its obligations hereunder.
- 8.15 Counterparts.** This Master Agreement may be executed in counterparts, all of which together shall constitute one (1) agreement.
- 8.16 Entire Agreement.** This Master Agreement and amendments thereto pursuant to Section 6.2, including all Product Descriptions added from time to time and incorporated herein by reference constitute the entire understanding and agreement of the parties and supersede any prior written or oral agreement pertaining to the subject matter hereof.

CHILDREN’S COMMUNITY PHYSICIANS ASSOCIATION

PHYSICIAN MASTER AGREEMENT
EXECUTION PAGE

In consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the undersigned has agreed to be bound by the CCPA Physician Master Agreement and any Product Description indicated below, as of the date set by CCPA as the effective date (hereinafter “**the Effective Date**”).

<u>Product Description:</u> Fee-For-Service Products
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PHYSICIAN

CHILDREN’S COMMUNITY
PHYSICIANS ASSOCIATION

(Signature)

By: _____
Kena Norris

(Print Name)

Title: Executive Director, CCPA

(Date)

Date: _____

Physician’s Social Security Number

Effective Date: _____

Practice’s Tax ID Number

Office Address:

Office Address(es):

CCPA Executive Director
225 East Chicago Avenue, Box 113
Chicago, IL 60611