INSTRUCTIONS FOR COMPLETING
PROVIDER AGREEMENT

1. Provider Agreement (Attachment 2 to the Offering Memorandum)

Two identical pages, (page 20) of this Agreement should be signed and both pages returned. One will be returned to you, executed by the Medical Group.
CHILDREN FIRST MEDICAL GROUP, INC.

CFMG PROVIDER AGREEMENT

Adopted November 15, 2005
CHILDREN FIRST MEDICAL GROUP, INC.

CFMG PROVIDER AGREEMENT

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Exhibit 1 Claims Settlement Practices and Dispute Resolution Process
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CHILDREN FIRST MEDICAL GROUP, INC.

CFMG PROVIDER AGREEMENT

This CFMG Provider Agreement ("Agreement") is entered into between Children First Medical Group, Inc. ("CFMG") and the Physician whose signature appears on the signature page hereof ("CFMG Provider") effective as of (the "Effective Date").

RECIDALS

A. CFMG is a medical corporation that provides and arranges for the provision of health care services to Enrollees of Payors in exchange for compensation in whole or in part determined pursuant to a capitation methodology or a modified fee-for-service arrangement.

B. CFMG Provider is a health care provider who is duly licensed by the State of California and who desires to enter into this Agreement and be designated as a CFMG Provider. CFMG Provider shall agree to provide Covered Services to Enrollees of Payors in accord with the terms of this Agreement and the applicable Payor Agreement.

NOW, Therefore, in consideration of the premises and the mutual promises and covenants herein, the parties agree as follows:

AGREEMENT

ARTICLE 1 - DEFINITIONS

1.1 Act means the Knox-Keene Health Care Service Plan Act of 1975, as amended.

1.2 Agreement shall mean this CFMG Provider Agreement.

1.3 Capitation Agreement shall mean a Payor Agreement between a health care service plan, independent practice association or other legally permissible entity and CFMG under which CFMG is obligated to provide or arrange for the provision of Covered Services to Payor Enrollees in exchange in whole or in part for a prepaid periodic payment per Enrollee.

1.4 Covered Services means those Medically Necessary health care services that CFMG is obligated to arrange for and provide pursuant to a Capitation Agreement or which CFMG Providers are called upon and are qualified to provide pursuant to PPO Agreements and for which a Payor is obligated to pay pursuant to a Health Benefits Plan.

1.5 Enrollee shall mean a covered individual and his or her eligible dependents entitled to health care services whereby a Payor is under a legal obligation to pay or whom a Payor is under a legal obligation to indemnify for the cost of such services.

1.6 Fee Schedule refers to the compensation payable to CFMG Provider for providing Medically Necessary Covered Services to Enrollees hereunder.

1.7 Health Benefits Plan means the various health programs or plans sponsored or administered by a Payor.
1.8 **Medical Management Plan** means such medical management, utilization review and quality management and assurance programs administered by CFMG, Payors and/or their authorized agents for the purpose of reviewing and determining whether services provided, or to be provided, to an Enrollee were/or are Covered Services.

1.9 **Medically Necessary** shall have the meaning given to it under the Medical Management Plan.

1.10 **Payor** means a health care service plan, insurance company, governmental program, independent practice association, trust or other third party payor that has entered into an Agreement with CFMG on its own behalf or with CFMG Provider under a special power-of-attorney granted to CFMG for the purpose of making available health care services to its Enrollees.

1.11 **Payor Agreement** shall mean an agreement between CFMG on its own behalf or on behalf of CFMG Provider under a special power-of-attorney, and a Payor providing for the provision of Covered Services by CFMG or CFMG Provider.

1.12 **PPO Agreement** shall mean an agreement entered into between CFMG and a Payor pursuant to which the Payor includes CFMG Provider as a "preferred provider" and agrees to compensate CFMG Provider on a modified fee-for-service basis for Covered Services provided to Payor Enrollees.

1.13 **Program** means the health care delivery and Medical Management Plan developed by CFMG and implemented through this Agreement and the Rules and Regulations.

1.14 **Rules and Regulations** means such rules and regulations specifying the criteria for participation in CFMG; criteria for credentialing; disciplinary procedures; utilization review and management procedures; claims procedures; peer review procedures; grievance procedures; and such different and additional matters as CFMG shall adopt as the Rules and Regulations of CFMG; and amendments and restatements thereto and thereof adopted by CFMG from time to time.

1.15 **Withholds** has the meaning given to it in Sections 2.5(c) *(Billing and Payment).*
ARTICLE 2 - CAPITATION AGREEMENTS

2.1 Solicitation by CFMG. CFMG shall solicit third parties to enter into Capitation Agreements. CFMG shall promptly notify CFMG Provider of each Capitated Agreement to which CFMG becomes a party.

2.2 Authorization. CFMG Provider acknowledges that CFMG has entered into or will enter into Payor Agreements with Payors obligating CFMG to arrange or provide services through providers. By entering into this Agreement, CFMG Provider agrees to comply with the terms of such Payor Agreements as they may apply to CFMG Provider. Upon the execution of any Payor Agreement, CFMG Provider shall be obligated by the terms thereof.

2.3 Minimum Enrollee Responsibility. If CFMG Provider's medical practice substantially consists of the provision of primary care services, CFMG and CFMG Provider shall establish by mutual agreement the number of Enrollees CFMG Provider together with all other CFMG Providers in CFMG provider's group shall be required to accept pursuant to CFMG's Capitation Agreements. Until such an agreement is reached, CFMG Provider, if CFMG Provider's medical practice substantially consists of the provision of primary care services, and CFMG Provider's group shall be required collectively to accept assignment of up to two hundred fifty (250) Enrollees as regular patients and CFMG Provider and/or CFMG Provider's group shall be obligated to provide all Medically Necessary primary care services to each Enrollee assigned to him or her in connection with Capitation Agreements.

2.4 Compensation to CFMG Provider. CFMG Provider shall accept as payment in full for Covered Services rendered to Enrollees assigned or referred to him or her the amount set forth in the applicable Fee Schedule.

2.5 Billing and Payment

(a) Billing. Except as to Covered Services provided by CFMG Provider for which compensation is based on a capitated per member per month amount, CFMG Provider shall no later than ninety (90) days after a Covered Service has been rendered shall bill CFMG for those Covered Services actually rendered to the Enrollee (excluding bills for copayments) by submitting bills to CFMG or to a person designated by CFMG for such purposes. Each bill shall be submitted on a standard CMS 1500 claim form, and shall include all relevant patient information, and describe the services rendered to the Enrollee with sufficient particularity to enable CFMG or its designee reasonably to determine whether or not the services are Covered Services and include all other information reasonably required by CFMG. Claims shall reflect CFMG Provider's actual billed charges, but payment for Covered Services shall be as described in the applicable Fee Schedule.

(b) Payment. CFMG Provider shall receive the amount for each full calendar month (prorated for partial months) specified in the applicable Fee Schedule for each Enrollee assigned to CFMG Provider no later than ten (10) days after CFMG's receipt from Payor of the installment capitation payment attributable to such Enrollee for such month (or part month). With respect to Covered Services for which payment is not based on a capitated per member per month amount, CFMG shall pay CFMG Provider the amount of compensation due less any Withholds, within applicable federal and state timely payment requirements after receipt of a correct, complete, accurate and legible claim for such Covered Services.

(c) Withholds. The amount of compensation otherwise payable to CFMG Provider hereunder shall be reduced by such amounts as are determined from time to time by CFMG, and as CFMG deems necessary or appropriate in its discretion to effectuate the operations overseen by CFMG, to provide
appropriate incentives to CFMG Providers and/or to protect the financial viability of CFMG ("Withholds").

CFMG Provider acknowledges and agrees that CFMG may in its discretion implement income, expense and risk sharing arrangements that may utilize the proceeds of Withholds. CFMG (or its designee) may retain, pay or expend all or any portion of the proceeds of Withholds as it or its designee shall deem appropriate and CFMG Provider hereby waives any and all right to receive any such amount except only to the extent thereof that CFMG or its designee has determined in its sole discretion shall be due and owing to CFMG Provider pursuant to any such arrangement.

(d) Payment Solely from CFMG. CFMG Provider shall seek payment from CFMG for services that are Covered Services. The only charges for which CFMG Provider may bill an Enrollee are for services that are determined to be non-Covered Services; or for any applicable copayments, coinsurances, and/or deductibles.

2.6 Knox-Keene Act Compliance. If a Payor is licensed under the Act, CFMG Provider agrees to the following, as required by the Act:

(a) CFMG Provider shall maintain such records and provide such information to CFMG and Payor, the Director of the Department of Managed Health Care (DMHC), the California Department of Health Services (DHS), the Department of Health and Human Services (DHHS), and such other governmental authorities as may be necessary for compliance by CFMG and Payor with applicable state and federal laws and regulations. Such records shall be retained by CFMG Provider for a minimum of seven (7) years. CFMG Provider's obligations set forth in this subsection 2.6(a) shall not be terminated upon a termination of this Agreement, whether by rescission or otherwise.

(b) To the extent required by law, CFMG, Payor, DMHC, DHS, and DHHS, or any other applicable governmental or regulatory agency having jurisdiction over the contents of this Agreements shall have access at all reasonable times, upon demand, to the books, records and papers of CFMG Provider relating to the provision of Covered Services to Enrollees of Payor, to the costs thereof and to any payments received therefore from Enrollees.

(c) CFMG Provider shall not unlawfully discriminate against or harass Enrollees on the basis of any factor prohibited by law, including but not limited to race, color, creed, religion, sex, marital status, ancestry, sexual orientation, national origin, health status, age, physical or mental illness, handicap or disability, claims experience, receipt of health care, medical history, genetic information, evidence of insurability (including conditions arising out of acts of domestic violence), veteran’s status, income, source of payment, status as an Enrollee of Payor or filing of a complaint as an Enrollee of Payor. CFMG Provider shall not condition treatment or otherwise discriminate on the basis of whether an Enrollee has executed an advance directive. CFMG Provider shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, all as amended. CFMG Provider shall provide reasonable access and accommodation to persons with disabilities to the extent required of a health services provider under the American with Disabilities Act or any applicable state law.

(d) CFMG Provider shall participate in and cooperate with CFMG's Medical Management Plan and grievance procedures.

(e) CFMG Provider shall look solely to Payor for compensation for Covered Services provided to Enrollees covered under Capitation Agreements and shall in no event, including but not limited to non-payment by Payor, or the insolvency of Payor or the breach of this Agreement, bill, charge,
collect from, seek compensation, remuneration or reimbursement from or have recourse against any Enrollee of Payor or other persons (other than Payor) acting on his/her behalf for services rendered under this Agreement. Notwithstanding the foregoing, CFMG Provider may collect (i) any copayments, coinsurance, and/or deductibles due and owing by Enrollee and (ii) for services that are deemed by the Payor not to be Covered Services. CFMG Provider shall not impose any surcharge upon the Enrollees of Payor. CFMG Provider further agrees that this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Enrollees of Payor. This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between CFMG Provider and Enrollees of Payor or persons acting on their behalf.

**ARTICLE 3 - PPO AGREEMENTS**

3.1 **CFMG Payer Agreements.** On behalf of CFMG Providers, CFMG shall solicit third parties to enter into PPO Agreements and shall use best efforts to obligate PPO Payors to provide incentives to Enrollees to seek Covered Services from CFMG Providers. CFMG shall notify CFMG Provider of any PPO Agreement entered into, at the time it is entered into, between CFMG and a Payor. CFMG does not make any warranties or guarantees regarding the use or referral of Enrollees of Payors to any CFMG Provider.

3.2 **Authorization.** CFMG Provider hereby appoints CFMG as CFMG Provider's attorney-in-fact with the authority to enter into PPO Agreements on CFMG Provider's behalf with Payors, where CFMG determines, in its discretion, that such PPO Agreements are reasonable and in the interests of CFMG Provider, except that CFMG's authority as attorney-in-fact is limited by the following:

(a) CFMG is authorized to accept, on CFMG Provider's behalf, a compensation arrangement offered by a Payor if the arrangement offered is equal to or greater than seventy percent (70%) of CFMG Provider's usual and customary charges, except as provided in Section 3.3.

(b) All PPO Agreements entered into on CFMG Provider's behalf by CFMG shall contain terms which do not materially vary from the obligations of the Payor or CFMG Provider as set forth in this Agreement.

3.3 **Contract Modification.** CFMG's authority to contract on behalf of CFMG Provider may be modified in accordance with the following procedure: CFMG shall notify CFMG Provider in writing of a proposed compensation arrangement or contract term that is different from that which CFMG is authorized to accept by subsections (a) and (b) of Section 3.2. CFMG Provider shall have thirty (30) calendar days from the date of said notice to reject such proposed arrangement or contract term by written notice to CFMG. If no such notice is received by CFMG within such period, CFMG Provider shall be deemed to have accepted the proposed arrangement or contract term, and CFMG shall be deemed authorized by CFMG Provider as CFMG Provider's attorney-in-fact to enter into a PPO Agreement which includes such compensation arrangement or contract term. Notwithstanding the foregoing, if CFMG Provider wishes to further modify or limit CFMG's authority to enter into PPO Agreements, CFMG Provider may do so by notifying CFMG in writing.

3.4 **Prohibition on Establishing Price Terms.** CFMG is not authorized or appointed as the agent of CFMG Provider for purposes of establishing the price terms or terms affecting price of any offer or agreement between a Payor and CFMG Provider, except to the limited extent provided in Sections 3.2 and 3.3 of this Agreement. CFMG Provider shall independently and unilaterally determine the compensation arrangement he or she deems acceptable. CFMG Provider understands that CFMG Provider may not consult with or agree (whether expressly or implicitly) with any competing physician(s) in determining the compensation arrangement that he or she will accept pursuant to a PPO Agreement.
3.5 **Limitations on Authorization.** A PPO Agreement shall be deemed to materially vary the obligations of the Payor or of CFMG Provider for purposes of Section 3.2(b) (Authorization) if, among other things, the PPO Agreement:

(a) provides for retroactive revisions to the Payor Fee Schedule;

(b) provides for retroactive denial of payment for Covered Services that have been specifically authorized by the applicable Payor;

(c) increases CFMG Provider's obligations as described in Article 4 (OBLIGATIONS OF CFMG PROVIDER); or

(d) materially alters CFMG Provider's right to terminate CFMG Provider's agreement with the Payor as described in Section 10.1 (Termination Without Cause by Either Party) or 10.3 (Termination for Cause by CFMG Provider).

3.6 **Compensation to CFMG Provider.** CFMG Provider shall accept as payment in full from Payors for Covered Services rendered to Enrollees covered under PPO Agreements not less than the lesser of (i) the fees set forth in the applicable Payor Fee Schedule less any applicable copayments, coinsurance and/or deductibles and, subject to Section 3.7 (Billing, Remittance to CFMG Provider), applicable Withholds or (ii) CFMG Provider's actual charge for the Covered Services, less any applicable copayments, coinsurance and/or deductibles and, subject to Section 3.7 (Billing, Remittance to CFMG Provider), applicable Withholds. CFMG Provider shall not be obligated to accept compensation under a PPO Agreement lower than as provided in Section 3.2 (a), unless CFMG Provider is notified in writing of such lower compensation under Section 3.3 (Contract Modification) and either accepts such compensation or fails to object thereto as provided in Section 3.3 (Contract Modification).

3.7 **Billing, Remittance to CFMG Provider.** CFMG Provider shall submit claims to the Payor in accordance with the claim submission timeframe as set forth in the PPO Agreement for those Covered Services actually rendered to an Enrollee by submitting claims to the person or entity designated for such purpose in the applicable PPO Agreement. Each claim shall be submitted on a standard CMS 1500 claim, or through electronic submissions (as applicable) form as designated by the applicable PPO Agreement. Each claim shall include all pertinent Enrollee data, describe the services rendered to the Enrollee with sufficient particularity to enable CFMG or its designee and/or the Payor reasonably to determine whether or not the services are Covered Services, and include all other information reasonably required by CFMG and Payors. Bills shall reflect CFMG Provider's actual charges, but payment for Covered Services shall be limited to the applicable amount described in Section 3.6 (Compensation to CFMG Provider). CFMG Provider shall accept assignment from Enrollees for claims for Covered Services.

3.8 **Coordination of Benefits.** Nothing contained in this Agreement shall be construed to prohibit CFMG Provider from billing any other payor in accordance with the coordination of benefits provisions of applicable PPO Agreements.

3.9 **Payment to CFMG Provider.** CFMG Provider shall seek payment from Payors under PPO Agreements for services that are Covered Services. The only charges for which CFMG Provider may bill an Enrollee are for services that are determined to be non-Covered Services or for any applicable copayments, coinsurance and/or deductibles unless, despite best efforts to enforce collection, CFMG Provider is unable to collect sums due and owing from the applicable Payor as specified in the applicable PPO Agreement, in which case CFMG Provider may, to the extent permitted under applicable law, seek
payment from the Enrollee, but only if the Enrollee has agreed (in writing, circumstances permitting) to be responsible for payment for such services.

In no event shall CFMG be obligated to CFMG Provider or any covering provider for payment for any services rendered to Enrollees pursuant to PPO Agreements.

3.10 **Payment by Payors.** CFMG shall require PPO Agreements to provide that Payors shall use their best efforts to pay claims submitted by CFMG Provider for Covered Services rendered to Enrollees in accordance with the terms of this Agreement in thirty (30) days, but in no event shall Payors pay such claims later than forty-five (45) days, after receipt of a correct, complete, accurate and legible claim. CFMG shall exert best efforts to provide incentives for Payors to pay all claims promptly.

3.11 **Limitations on Payments.** CFMG Provider shall be paid only for those Covered Services which are in fact rendered by CFMG Provider, it being understood that Payors shall not be obligated to pay for Covered Services rendered by a designee (i.e. Locum Tenum or on-call coverage) of CFMG Provider and billed to Payors as Covered Services rendered by CFMG Provider, unless such designee is approved by CFMG and complies with the terms of this Agreement regarding on-call coverage.

**ARTICLE 4 - OBLIGATIONS OF CFMG PROVIDER**

4.1 **Provision of Covered Services.** CFMG Provider shall provide Covered Services to Enrollees assigned or referred to or seeking Covered Services from CFMG Provider in accordance with the Payor Agreement with such frequency and at such times as may be Medically Necessary. CFMG Provider shall provide only such Covered Services that CFMG Provider is qualified by law to provide and customarily provides and that are consistent with the norms of practice and with CFMG Provider's professional ethical obligations. CFMG Provider shall not distinguish between an Enrollee and other patients in the quality of the health care services rendered. Subject to the terms of this Agreement, CFMG Provider may refuse treatment to any Enrollee for any lawful reason not related to Enrollee status.

4.2 **Referral of Enrollees.** Subject to the provisions of CFMG's Medical Management Plan, if CFMG Provider determines that an Enrollee requires services not customarily provided by CFMG Provider, CFMG Provider shall refer Enrollee for services to another CFMG Provider that participates in the Program, provided there is another CFMG Provider who provides such services and provided further such referral is medically appropriate. Otherwise, CFMG Provider shall make a medically appropriate referral in accordance with CFMG's Medical Management Plan.

4.3 **Coverage of Practice.** CFMG Provider shall establish and maintain appropriate coverage for CFMG Provider's practice to assure that Covered Services are available and accessible to all Enrollees promptly and in a manner that ensures continuity of care and reasonable hours of service, including the availability of Covered Services on an urgent or emergent basis twenty-four (24) hours per day/seven (7) days per week, except as specifically authorized in writing by CFMG. CFMG shall establish from time to time a methodology for compensating physicians providing coverage who are not participants in CFMG, to which methodology CFMG Provider and any covering physician shall be bound. Any covering provider shall meet the requirements applicable to CFMG Provider contained in this Agreement and must be approved by CFMG. CFMG Provider shall be responsible for securing the agreement of any covering provider to provide Covered Services to Enrollees in accordance with the terms and conditions of this Agreement. Payors shall not be liable to compensate any covering provider for any amount in excess of the compensation payable to CFMG Provider under the applicable Payor Agreement.
4.4 **Licensure.** CFMG Provider (or if CFMG Provider is other than a natural person, all persons providing services on behalf of CFMG Provider) is currently, and throughout the term of this Agreement shall remain, licensed or certified in accordance with the laws of the State of California to provide health care services under the terms of this Agreement.

4.5 **Professional Liability Insurance.** CFMG Provider shall maintain or cause to be maintained the following insurance covering him/her and each practitioner through whom CFMG Provider provides Covered Services: (i) a policy of commercial general liability and property damage insurance with limits of liability not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate, (ii) a policy of professional liability insurance with limits of liability not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate, and (iii) such other insurance or self insurance as shall be necessary to insure CFMG Provider against any claim or claims for damages arising under this Agreement, including claims arising by reason of personal injury or death in connection with the performance of any Service, or use of any property or facility pursuant to this Agreement. Such insurance coverage shall apply to all site(s) of CFMG Provider and to services provided by CFMG Provider and any practitioners providing Covered Services on behalf of CFMG Provider. Upon request by CFMG, CFMG Provider shall supply CFMG with satisfactory evidence of such coverage.

4.6 **Medical Records.**

a) **Maintenance of Medical Records.** CFMG Provider shall maintain books, charts, documents, papers, reports and records (including, but not limited to, financial, accounting, administrative, and patient medical records and prescription files) related to Covered Services provided hereunder to Enrollees, to the cost thereof, to payments received from Enrollees or others on their behalf, and to the financial condition of CFMG Provider (“Records”). Records also include those that are customarily maintained by CFMG Provider for purposes of verifying claims information and reviewing appropriate utilization of Covered Services. CFMG Provider shall maintain Records in accord with applicable state and federal requirements, including privacy and confidentiality requirements, and in a form maintained in accordance with the general standards applicable to that form of book- or record-keeping. The Enrollee’s medical record shall reflect whether or not the Enrollee has executed an advance directive. CFMG Provider shall be fully bound by the requirements in Title 42 CFR Section 2.1 et seq., relating to the maintenance and disclosure of Enrollee Records received or acquired by federally assisted alcohol or drug programs. CFMG Provider shall preserve Records for the longer of (i) seven (7) years after termination of this Agreement, (ii) one (1) year after the Enrollee reaches the age of majority, if the Enrollee is a minor, (iii) six years from the date of completion of any audit conducted by the Department of Health and Human Services, Comptroller General, or their designees, (iii) the period of time required by state and federal law and Health Plan Medi-Cal Contracts, including the period required by the Act and regulations, and by the Medicare and Medi-Cal programs and contracts to which CFMG is subject, or (iv) six (6) years from the final date of the Agreement or from the date of completion of any audit, whichever is longer, or longer if so required by CMS.

b) **Integration of Medical and Administrative Records.** To the extent permitted by law, CFMG Providers shall cooperate and communicate freely with health care providers participating in the Program and with other persons providing health care services to an Enrollee and shall integrate the medical and administrative records of an Enrollee with the medical and administrative records of such persons. In order to permit CFMG or designees of Payors to assess the appropriateness of care and monitor effectively the utilization of health care services, including the determination of whether services are Medically Necessary, CFMG Provider consents, to the extent permitted by applicable law, to the release to CFMG and designees of Payors of such records as are deemed appropriate by CFMG or
designees of Payors. CFMG shall use its best efforts to cause Payors to obtain the consents of Enrollees to
the release of records as contemplated by this Article 4 in accordance with all applicable laws.

4.7 Notification to CFMG. CFMG Provider shall notify CFMG within thirty (30) calendar days of the
occurrence of any of the following:

   (a) any action taken to restrict, suspend or revoke CFMG Provider's license, certificate, 
       Medicare or Medi-Cal participation status or accreditation status by any licensing authority; or 
   (b) any action taken by any licensing authority or any public agency to review or audit the 
       operations or conduct of CFMG Provider; or 
   (c) any suit brought against CFMG Provider for malpractice and the final disposition of such 
       action; or 
   (d) failure to maintain in full force and effect professional liability insurance or coverage in 
       accordance with the terms of this Agreement; or 
   (e) any other situation that might materially affect CFMG Provider's ability to carry out 
       CFMG Provider's duties and obligations under this Agreement.

If CFMG Provider is not a natural person, "CFMG Provider" for purposes of the foregoing, shall
mean each individual rendering Covered Services on behalf of CFMG Provider hereunder. CFMG
Provider shall provide CFMG with copies of any written material relating to any of the foregoing on
request, subject to state and federal laws and regulations restricting disclosure of medical records or
portions thereof.

4.8 Information and Reports. CFMG Provider shall in good faith and on a timely basis provide
CFMG and Payors with adequate, complete and accurate information relating to the terms of this
Agreement when requested by CFMG or a Payor.

   (a) Primary Care CFMG Provider Reports. CFMG Providers providing primary care services
       to Enrollees under Capitated Agreements shall submit written reports to CFMG no more often than
       monthly on forms provided by CFMG, no later than the tenth (10th) day of each calendar month, with
       respect to primary care services rendered to such Enrollees during the preceding calendar month.

   (b) Sub-Specialist CFMG Provider Reports. Except as excused by CFMG under appropriate 
       circumstances, Sub-Specialist CFMG Providers shall submit written reports to an Enrollee's CFMG 
       Primary Care Physician outlining all Covered Services provided to the Enrollee. Such reports shall be 
       submitted to the Enrollee’s Primary Care Physician on a regular basis at reasonable intervals, not less than 
       every thirty (30) days during a course of treatment and no later than ten (10) days after the conclusion of a 
       course of treatment.

4.9 Rules and Regulations. CFMG Provider shall abide by and be bound by the CFMG Rules and
Regulations, which are incorporated hereunder and made part of this Agreement. CFMG shall furnish to
CFMG Provider copies of the Rules and Regulations in effect at the commencement of the term of this
Agreement and when and as needed during the Term. The Rules and Regulations may be amended by
CFMG. Each amendment shall be effective no sooner than forty-five (45) days after such notice thereof
has been given to CFMG Provider.
4.10 **Members of CFMG Provider.** If CFMG Provider is an entity on whose behalf one (1) or more physicians renders physician services as an employee, partner or otherwise, each such physician shall be bound by, shall abide by and shall be subject to each provision of this Agreement to the same extent as CFMG Provider and as if each physician were an individual signatory to this Agreement, including satisfaction of credentialing and other requirements for individual participation.

4.11 **Confidentiality of Information.** (a) CFMG Provider shall keep in strictest confidence and in compliance with all applicable state and federal law: (i) this Agreement; (ii) any patient information; (iii) information concerning any matter relating to the business of the other, including, but not limited to, the other’s employees, products, services, membership, prices, operations, business systems, planning and finance, policies, procedures and practice guidelines; (iv) materials, data, records or other information obtained from the other during the course of or pursuant to this Agreement; and (v) any information learned while performing obligations under this Agreement, which if provided by the other, would be required to be kept confidential. Neither party shall disclose such information unless authorized by the other, except as provided in Subsection (b) below.

(b) Subject to applicable law, the prohibitions on disclosure set forth in Subsection (a) above do not apply to information that (i) is required by law to be disclosed or to be provided to government officials or governmental agencies; (ii) is required by JCAHO, NCQA, or other accreditation organizations; (iii) is disclosed in legal or government administrative proceedings; (iv) was publicly known at the time of the disclosure; (v) becomes publicly known through no fault of the disclosing party after the disclosing party's receipt of the confidential information; (vi) was developed by the disclosing party independently of and without reference to any of the confidential information; or (vii) is disclosed as necessary to enforce a party’s rights for coordination of benefits, liens, reimbursement or subrogation.

(c) Notwithstanding any other provision of this Agreement, names of Enrollees receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Title 42 CFR, Section 431.300 et seq. and Section 14100.2 of the California Welfare and Institutions Code and its successor provisions and regulations adopted thereunder. For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to Enrollees shall be protected by CFMG Provider from unauthorized disclosure.

(d) With respect to any identifiable information concerning a Medi-Cal Enrollee that is obtained by CFMG Provider, CFMG Provider (i) shall not use any such information for any purpose other than carrying out the express terms of this Agreement; (ii) shall promptly transmit to CFMG, DHS and/or any applicable Medi-Cal Plan who has entered into a Payor Agreement with CFMG, all requests for disclosure of such information; (iii) shall not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party other than CFMG, DHS and the applicable Medi-Cal Plan, without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et. seq., and Section 14100.2 of the California Welfare and Institutions Code, and their successor provisions and regulations adopted thereunder; and (iv) shall, at the expiration or other termination of this Agreement, return all such information to DHS and the applicable Medi-Cal Plan or maintain such information according to written procedures sent to Payor by DHS and the applicable Medi-Cal Plan for this purpose.
4.12 Access to Copies of Records. CFMG and its authorized agents shall have access to and may inspect the Records, subject to reasonable request and notification requirements and applicable law. CFMG Provider shall transmit Record information by written telecommunication (i.e. facsimile or electronic mail) to CFMG, as requested. CFMG Provider shall, subject to any legal requirements regarding confidentiality, provide access to Records and other information as required by NCQA and other accrediting organizations. CFMG Provider shall provide copies of Records to CFMG upon request at no charge.

4.13 Physician-Patient Relationship. Nothing in this Agreement shall be construed to imply that CFMG in any way shall impose a requirement that prohibits CFMG Provider from freely communicating with Enrollees about treatment options available to them, including medication treatment options, regardless of benefit coverage limitations.

ARTICLE 5 - PROVIDER NAMES DIRECTORIES

CFMG Provider authorizes CFMG to provide Payors with CFMG Provider's name, address, sub-specialty and such other information as CFMG deems necessary or appropriate, and further authorizes the listing of CFMG Provider's name and address and other information in such directories or listings as are deemed appropriate by CFMG. CFMG shall furnish or cause to be furnished to CFMG Providers a list of CFMG Providers and Hospitals authorized to provide services pursuant to a Payor Agreement, and update such list periodically.

ARTICLE 6 - ENROLLEES: PLAN DESCRIPTIONS

6.1 Enrollee Identification. CFMG shall require Payors to provide each Enrollee with a beneficiary identity card or other means of identification to assist CFMG Providers in identifying and obtaining required information regarding eligibility and Covered Services available to the Enrollee.

6.2 Materials Provided to Enrollees. With respect to Capitation Agreements, CFMG shall require that CFMG Providers whose medical practices consist substantially of the provision of primary care services to be listed as such in materials provided to Enrollees. With respect to each PPO Agreement, CFMG shall require that CFMG Providers be listed as “preferred providers” in materials provided to Enrollees and shall seek to have those materials explain the benefits of an Enrollee's use of CFMG Providers for Covered Services.

6.3 Health Benefits Plans. CFMG shall require Payors, upon request, to make available to CFMG Provider and shall regularly update summaries of the Health Benefits Plans of Payors. Such summaries are intended to include schedules of Covered Services and any applicable exclusions or limitations affecting the provision of Covered Services, applicable copayments, coinsurance and deductibles, terms regarding the collection and retention of coordination of benefits proceeds, and any other information relevant to the rendering of Covered Services by CFMG Provider.

ARTICLE 7 - MEDICAL MANAGEMENT

CFMG, Payors or other designees of Payors shall administer the Medical Management Plan applicable to each Health Benefits Plan and shall have the right, in its or their discretion, to enforce the terms of the Medical Management Plan which shall be communicated to CFMG Provider. CFMG Provider shall abide by all of the terms and conditions of the Medical Management Plan and shall cooperate fully in the implementation of the Medical Management Plan by, among other things, securing any prior authorization from CFMG or Payors or their respective designees required for plans of
treatment, hospitalization, ancillary services and referrals of Enrollees to other providers. CFMG Provider shall abide by and accept all precertification, concurrent review and retrospective review findings by CFMG and Payors with respect to whether or not services are Covered Services, including without limitation, the level and appropriateness of services rendered. CFMG Provider shall admit a patient requiring and authorized to receive hospital services only to a hospital authorized therefor under the applicable Medical Management Plan. CFMG Provider understands and acknowledges that the failure to follow the terms of the Medical Management Plan may result in denial of payment and/or the Enrollee receiving reduced health care benefits. CFMG, Payors or designees of Payors shall make recommendations to Payors regarding the Medical Necessity of services to determine whether or not they are Covered Services, in accordance with applicable Health Benefits Plan. CFMG's, Payor’s or Payor’s designee’s determination about such Medical Necessity shall be determinative, provided that CFMG Provider shall have a right to appeal any such decision as provided in the applicable Medical Management Plan.

ARTICLE 8 - NO UNAUTHORIZED REPRESENTATION

CFMG shall not make any representation to CFMG Provider that CFMG has been authorized by any third-party payor for health care services to solicit or enter into a contract for alternative rates with CFMG Provider on behalf of such payor unless CFMG has been so authorized in writing.

ARTICLE 9 - INDEMNIFICATION

(a) To the extent permitted by law, CFMG Provider agrees to indemnify and hold harmless CFMG, Payors and its Affiliated Payors, and their officers, trustees, employees, agents and representatives, and their successors and assigns, from and against any and all claims, demands, actions, charges, liabilities and damages, including reasonable attorneys' fees ("Claims"), arising from or relating to CFMG Provider's negligent or intentional act or failure to act, or the act or failure to act of any practitioner who provides Covered Services through CFMG, relating to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of or relating to the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this paragraph shall survive termination of this Agreement, regardless of the reason for such termination.

(b) CFMG agrees to indemnify and hold harmless CFMG Provider, and its officers, trustees, employees, agents and representatives, successors and assigns, from and against any and all claims, demands, actions, charges, liabilities and damages, including reasonable attorneys' fees ("Claims"), arising from or relating to CFMG’s negligent or intentional act or failure to act relating to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any Claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under the peer review privileges, the attorney-client privilege or the attorney work-product privilege. The provisions of this paragraph shall survive termination of this Agreement, regardless of the reason for such termination.

(c) In accordance with the provisions of California Civil Code Section 3428, for services rendered on or after January 1, 2001, nothing in this Agreement shall be construed to require indemnification from CFMG Provider for any liability imposed upon a Payor as a result of Payor’s duty to arrange for the provision of medically necessary health care services to Enrollees where the health care service is a benefit provided under the Payor’s Health Benefit Plans.
ARTICLE 10 - TERM

This Agreement shall become effective on the Effective Date and shall remain in effect until terminated in accordance with the provisions hereof.

ARTICLE 11 - TERMINATION BY CFMG OR CFMG PROVIDER

11.1 Termination Without Cause by Either Party. This Agreement may be terminated without cause upon ninety (90) days' prior written notice by CFMG to CFMG Providers or by CFMG Provider to CFMG. Any such notice shall specify that termination is being effected pursuant to this Section 11.1.

11.2 Termination for Cause by CFMG. Except as otherwise provided in Section 11.3 below, if CFMG Provider materially breaches this Agreement and fails to cure the material breach to the satisfaction of CFMG within thirty (30) days after CFMG gives written notice of the material breach, CFMG may terminate this Agreement immediately upon written notice to the CFMG Provider.

11.3 Immediate Termination

(a) CFMG Provider shall immediately notify CFMG and CFMG may immediately suspend this Agreement in the event there is a material adverse change in CFMG Provider’s insurance coverage. If CFMG Provider does not provide adequate insurance coverage within thirty (30) days of the material adverse change, CFMG may terminate this Agreement immediately. CFMG Provider shall immediately notify CFMG and this Agreement will terminate without further action of the parties if CFMG Provider’s insurance coverage is canceled, not renewed or expires, or if CFMG Provider fails to obtain insurance coverage as required by this Agreement. If this Agreement terminates without further action of the parties, the effective date of termination shall be the date of the occurrence of such event or, at CFMG’s option, such other date determined by CFMG in its sole discretion.

(b) CFMG Provider shall immediately notify CFMG and CFMG may immediately and thereafter suspend this Agreement if CFMG Provider’s license(s), Medicare or Medi-Cal certification, or credentialing status with CFMG or any Peer Review Body, is suspended or limited (including imposition of probation). CFMG Provider shall immediately notify CFMG and this Agreement will terminate without further action of the parties if CFMG Provider’s license(s), Medicare or Medi-Cal certification or credentialing status with CFMG is revoked, not renewed or expires, if CFMG Provider’s licensure or certification is not obtained as required by this Agreement, or if CFMG Provider is excluded from participation in the Medicare or Medi-Cal programs. If this Agreement terminates without further action of the parties, the effective date of termination shall be the date of the occurrence of such event or, at CFMG’s option, such other date determined by CFMG in its sole discretion.

(c) CFMG Provider shall notify CFMG and CFMG may terminate this Agreement immediately upon written notice to CFMG Provider if CFMG Provider files a petition in or for bankruptcy, reorganization or an arrangement with creditors; makes a general assignment for the benefit of creditors; is adjudged bankrupt; is unable to pay debts as they become due; has a trustee, receiver or other custodian appointed on its behalf; or has a case or proceeding commenced against it under any bankruptcy or insolvency law.

11.4 Termination for Cause by CFMG Provider.

(a) CFMG Provider may terminate this Agreement if CFMG materially breaches this Agreement and fails to cure the material breach to the satisfaction of CFMG Provider thirty (30) days after CFMG Provider gives written notice of the material breach, CFMG Provider may terminate this Agreement immediately upon written notice to the CFMG.
(b) CFMG Provider may terminate this Agreement with respect to any Payor by written notice to the Payor (with a copy to CFMG) if the Payor materially breaches the applicable Payor Agreement in any manner with respect to such Payor's performance for the benefit of such CFMG Provider and such material breach continues for a period of thirty (30) days after written notice is given to the Payor, specifying the nature of the breach and requesting that it be cured.

11.5 Termination for Cause Without Notice. This Agreement shall terminate automatically and immediately with respect to any CFMG Provider in the event of

(a) CFMG Provider's death or disability or, if a legal entity, its dissolution;

(b) failure by CFMG Provider (or any person providing Covered Services on behalf of CFMG Provider hereunder) to comply with the provisions of Section 4.4 (Licensure);

(c) failure by CFMG Provider to comply with the provisions of Section 4.5 (Professional Liability Insurance).

ARTICLE 12 - TERMINATION BY OR WITH RESPECT TO A PAYOR

The exercise by any Payor of its right to terminate its Capitated or PPO Agreement shall be effective only with respect to such Payor and its Enrollees. Termination as described in this Article 12 shall have no effect on CFMG Provider's rights and obligations under this Agreement with respect to CFMG or any other Payor Agreements

ARTICLE 13 - EFFECT OF TERMINATION UPON CFMG PROVIDER AND PAYORS

Upon termination of this Agreement in its entirety or as to any Payor, CFMG Provider shall complete the Covered Services being rendered to any affected Enrollee under the care of CFMG Provider as of the date of termination in accordance with the terms of the Payor Agreement, unless the affected Payor makes reasonable and medically appropriate provision for the assumption of such services by another provider. Termination of this Agreement as to any Payor shall not release such Payor from its obligation to compensate CFMG or CFMG Provider for Covered Services rendered to Enrollees prior to the effective date of termination and after such date in accordance with this Article 13. CFMG Provider shall notify any Enrollee seeking services from CFMG Provider after the date of termination either that CFMG or CFMG Provider, as the case may be, is no longer a party to an agreement with the Payor. Except as provided in the Rules and Regulations, CFMG Provider shall not be entitled to any hearing or appeal rights relating to any determination that this Agreement is terminated with respect to any Payor, it being understood and acknowledged by CFMG Provider that CFMG Provider's rights hereunder vis a vis a Payor are solely contractual in nature. Should this Agreement be terminated in its entirety by CFMG with respect to CFMG Provider, CFMG Provider shall have such rights and only such rights as may be set forth in CFMG's Rules and Regulations from time to time. CFMG Provider acknowledges and agrees that any such rights shall in no event apply to a termination without cause pursuant to Section 11.1 (Termination Without Cause by Either Party).

ARTICLE 14 - ASSIGNMENT AND TRANSFER

No party shall assign, sell or otherwise transfer this Agreement or any interest therein. Practice coverage pursuant to Section 4.3 (Coverage of Practice) of this Agreement does not constitute an assignment.
ARTICLE 15 – DUES AND CREDENTIALING FEES

CFMG shall have the right, on thirty (30) days' notice, to assess periodic dues upon CFMG Providers to defray unanticipated costs; provided that no such dues shall be assessed during the first year of CFMG's operation. Such dues shall be equal for all members, or shall be based on a formula consistently applied to all members. CFMG Provider may avoid liability for dues by giving notice of termination of this Agreement within thirty (30) days of receipt of notice of the dues, which termination shall be effective ninety (90) days from the date of such notice.

CFMG shall assess new CFMG Providers a one-time initial credentialing fee of $300 per physician. This one-time credentialing fee shall be waived for new CFMG Providers who participate in CFMG’s Managed Medi-Cal Plans.

ARTICLE 16 - GENERAL PROVISIONS

16.1 Independent Contractor. In the performance of the work, duties and obligations of and devolving upon the parties pursuant to this Agreement, the parties shall at all times be acting and performing as independent contractors. No relationship of employer and employee, or partners or joint ventures is created by this Agreement, and no party may therefore make any claim against any other party for social security benefits, workers' compensation benefits, unemployment insurance benefits, vacation pay, sick leave or any other employee benefit of any kind.

16.2 CFMG Insurance. CFMG shall have in full force and effect, and throughout the term of this Agreement shall maintain in full force and effect, a policy or policies of insurance with limits of coverage of not less than $1 million per occurrence and in the aggregate for the policy period.

16.3 Amendments. CFMG may amend this Agreement by written notice to CFMG Provider in order to comply with federal and/or California laws and all such amendments shall become effective immediately. All other amendments and/or material modifications to the Agreement shall be effective no later than ninety (90) business days or such longer period as required by applicable law after written notification to CFMG Provider. Within thirty (30) business days of receipt of notice regarding an amendment and/or material modification to the Agreement, CFMG Provider shall provide CFMG with notice of his/her intent to negotiate the terms of such amendment and/or material modification, or provide notice of his/her intent to terminate his/her Agreement upon implementation of an amendment and/or material modification of the Agreement. CFMG Provider shall be deemed to have accepted any such amendment and/or material modification after (90) business days or such longer period as required by applicable law after mailing of such notice as provided herein, unless a CFMG Provider provides CFMG with written notification of any objection to any such amendment within the time period noted above. If CFMG Provider provides such notification, CFMG shall offer CFMG Provider an opportunity to discuss CFMG Provider's objection(s) with a representative of CFMG prior to CFMG's taking action to terminate this Agreement.

16.4 Entire Agreement. This Agreement and all exhibits and other documents furnished pursuant to this Agreement and expressly made a part hereof shall constitute the entire agreement relating to the subject matter hereof between the parties, and shall supersede any and all previous written, implied and/or oral agreements between CFMG and CFMG Provider. Each party acknowledges that no representation, inducement, promise or agreement has been made, orally or otherwise, by any other party, or anyone acting on behalf of any other party, unless such representation, inducement, promise or agreement is embodied in this Agreement, expressly or by incorporation.
16.5 **Governing Law.** The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be governed by the laws of the State of California from time to time in force, and if any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Agreement.

16.6 **Assignment; Agreement Binding on Heirs and Successors.** This Agreement may not be assigned by either party hereto without the written consent of the other party, which written consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and permitted assigns of the parties hereto.

16.7 **Waiver.** The waiver by any party of any breach by any other party of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or of a different provision of this Agreement.

16.8 **Third-Party Beneficiaries.** The obligations of each party to this Agreement shall inure solely to the benefit of the other party and no other person or entity shall be a third-party beneficiary of this Agreement.

16.9 **Notices.** Except as otherwise provided in this Agreement, any notice or other communication made or contemplated by this Agreement shall be in writing and shall be deemed to have been received by the person or entity to whom it is addressed three (3) business days after it is deposited in the United States mail, postage prepaid, and addressed to the address set forth on the signature page hereof.

16.10 **Mediation.** On request of either party, any dispute arising with respect to this Agreement shall be submitted to nonbinding mediation before a mediator selected through the procedures established by the Alternative Resolution Mediation Service in the County of Alameda who shall assist the parties in attempting to mediate the dispute (the costs of the mediator shall be shared equally by the parties).

16.11 **Arbitration.** Except as otherwise provided herein, all claims or controversies concerning this Agreement, or arising in any way out of the performance of this Agreement, shall be subject to binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association, who shall have the discretion to award to the prevailing party, if any, that party's attorneys' fees and costs or otherwise apportion the parties' attorneys' fees and costs between them as part of the arbitrator's decision. Notwithstanding the foregoing, neither CFMG nor a CFMG Provider shall be required to participate in any arbitration proceedings under this Agreement relating to any professional liability claim if such participation would violate the terms and conditions of the professional liability coverage of CFMG or a CFMG Provider. The discovery procedures set forth in Section 1283.05 of the California Code of Civil Procedure shall not apply to any such arbitration. Nothing herein shall prohibit a party from seeking equitable relief in a court of law to maintain the status quo while arbitration is pending.

16.12 **Signature Page.** CFMG Provider has signed one complete copy of this Agreement which, when countersigned on behalf of CFMG, will be returned to CFMG Provider. CFMG Provider has also signed one additional signature page which CFMG Provider hereby authorizes CFMG to affix to a master copy of CFMG Provider Agreements to which all signature pages of CFMG Providers will be attached. CFMG Provider and CFMG acknowledge that the master copy of this Agreement and the separate original copy of this Agreement constitute one and the same instrument.
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

CFMG PROVIDER

____________________________

(if an entity, please print its name)

By:____________________________

(signature)

____________________________, MD

Print Name

____________________________

Title

Dated: ________________________

CHILDRen FIRST MEDICAL GROUP, INC.

By:____________________________

President

Dated: ________________________

Address notices should be sent to:

CFMG PROVIDER

____________________________

Address

____________________________

Attention

____________________________

City/State/Zip

CFMG

1833 Alcatraz Avenue

Address

Chief Executive Officer

Attention

Berkeley, CA 94703

City/State/Zip
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

CFMG PROVIDER

__________________________________ By:____________________________________
(if an entity, please print its name) President

By:_______________________________ Dated:_________________________________
(signature)

______________________________,MD
Print Name

______________________________
Title

Dated: _________________________

Address notices should be sent to:

CFMG PROVIDER

______________________________
Address

______________________________
Attention

______________________________
City/State/Zip

CFMG

1833 Alcatraz Avenue
Address

______________________________
Chief Executive Officer

______________________________
Attention

______________________________
City/State/Zip
Exhibit 1
Claims Settlement Practices and
Dispute Resolution Process

Effective January 1, 2004 the Department of Managed Health Care (DMHC) enacted Sections 1300.71 and 1300.71.38 of Title 28 of the California Code of Regulations “CCR”, hereby known as AB 1455. Pursuant to Section 16.3 of the Agreement, CFMG shall adhere and comply to with any required regulatory and/or legislative mandates.

1. Application of AB 1455 Legislation

The provisions of this AB 1455 shall apply to Covered Services rendered to Enrollees on and after January 1, 2004, for which Claims are made and is not intended to change the requirements applicable to claims and payments under the state Medi-Cal Program, and/or the Medicare Program.

2. Definitions

The following definitions apply for the purpose of AB 1455 and this Exhibit:

2.1 General Rule. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as those contained in Title 28 CCR Sections 1300.71(a).

2.2 Claim shall mean a claim for payment of services rendered to an Enrollee submitted to CFMG in accordance with provisions of the Provider Agreement. For purposes of this Exhibit, “Claims shall be deemed to include Completed Claim as appropriate.

2.3 Complete Claim means a claim or portion thereof, if separable, including attachments and supplemental information or documentation, which provides: “reasonably relevant information” as defined by Section 1300.71(a)(10), “information necessary to determine payer liability” as defined in Section 1300.71(a)(11), and as defined by Section 1300.71(2)(A)-(F).

2.4 Covered Services has the meaning set forth in the Provider Agreement.

2.5 Enrollee shall have the same meaning set for in the Provider Agreement.

2.6 Healthplan shall mean any plan through which CFMG holds a contractual arrangement to arrange for and/or provide medically necessary covered services to Enrollees.

3. Submission of Claims for Covered Services

3.1 Relevant Information. A CFMG Provider is only required to include with all claims submitted for Covered Services all “reasonably relevant information” and all “information necessary to determine payer liability”.

3.2 Submission of Claims. CFMG Provider shall submit a Complete Claim for Covered Services within ninety (90) days after the date of service, except as otherwise required or permitted by any state and/or federal law or regulation.

3.3 Other Responsible Payor. CFMG shall forward any Complete Claim that is not the financial responsibility of CFMG to the appropriate Healthplan within ten (10) working days of receipt.
4. Payment of Claim

Time for Reimbursement. CFMG shall reimburse each Complete Claim, or portion thereof, whether in state or out of state, as soon as practical, but no later than thirty (30) working days after the date of receipt of the Complete Claim, or within forty-five (45) working days for an Enrollee of a health maintenance organization. If the claim is not the financial responsibility of CFMG, CFMG shall forward the claim to the appropriate Healthplan in accordance with Section 1300.71(b)(3).

5. Time for Contesting or Denying Claims. CFMG may contest or deny a claim, or portion thereof, by notifying the CFMG Provider, in writing, that the claim(s) is contested or denied within thirty (30) working days after the receipt of the claim, or with forty-five (45) working days for Enrollees of a health maintenance organization.

5. Payment of Interest and Penalties. CFMG shall pay CFMG Provider any interest and/or penalties for any late payment of Complete Claims as required by applicable law.

6. Reimbursement for the Overpayment of Claims. If CFMG determines that it has overpaid a claim, CFMG shall notify the CFMG Provider in writing pursuant to Section 1300.71(d).

7. Dispute Resolution. CFMG shall establish and maintain a fast, fair and cost-effective dispute resolution mechanism to process and resolve all provider disputes. This dispute resolution mechanism shall comply with sections 1367(h), 1371, 1371.1, 1371.2, 1371.22, 1371.35, 1371.36, 1371.37, 1371.4, and 1371.8 of the Health and Safety Code and sections 1300.71, 1300.71.38, 1300.71.4 and 1300.77.4 of Title 28.

8. No Recourse Against Enrollees. CFMG Provider shall look solely to CFMG (or “Other Responsible Payor”) for compensation of Covered Services rendered to Enrollees under this Agreement. CFMG Provider agrees that, except for applicable copayments, coinsurance and deductibles, in no event, including but not limited to non-payment by CFMG, insolvency of CFMG, or breach of this Agreement shall the Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an Enrollee.

9. Waiver Prohibited. CFMG Provider shall be required to waive any rights conferred upon the Provider for any obligation imposed upon CFMG by the following provisions of the California Health and Safety Code; sections 1371, 1371.1, 1371.2, 1371.22, 1371.35, 1371.36, 1372.37, 1371.4, 1371.8 and Title 28 CCR Sections 1300.71, 1300.71.38, 1300.71.4, or 1300.77.4.

10. Effect on Agreement. Except as set forth in this Exhibit, all other terms and conditions of the Agreement continue in full force and effect. In case of and to the extent of any irreconcilable conflict between the Agreement and this Exhibit, this Exhibit will control.
CFMG shall pay CFMG Provider the rates set forth below for all Covered Services provided to eligible Enrollees:

1) **Primary Care Physician (PCP) Capitated Services**

   The following services shall be paid on a capitated (per member per month) basis to the Enrollees PCP of record:

   a) Office Visits (New Patients) 99201-99205

   b) Office Visits (Established Patients) 99211-99215

   c) Minor Surgical Procedures (performed in Provider Office)-Integumentary Systems (see Provider Manual for listing of codes)

   d) Minor Surgical Procedures (performed in Provider Office)-Destruction, Benign or Premalignant Lesions (see Provider Manual for listing of codes)

   e) Laboratory Services-performed in Provider Office (see Provider Manual for listing of codes)

   PCP capitation rates shall be compensated on an age-adjusted basis. To obtain information regarding capitation rates, please contact CFMG.

2) **Primary Care Physician Fee for Service (FFS) Services:**

   a) Preventive/Well Child Care Visit (New Patient) 99381-99385

   b) Preventive/Well Child Care Visit (Established Patient) 99391-99395

   c) Childhood Immunizations

   **For both Alameda Alliance for Health and Blue Cross Medi-Cal Enrollees:**

   Immunization medications purchased from Vaccine for Children (VFC), CFMG shall only reimburse the Provider for the administration component of the service.

   Payable Administration CPT Codes: 90465/90466/90467/90468/90471/90472
For both Alameda Alliance for Health and Blue Cross Healthy Families Enrollees: CFMG shall reimburse the Provider for both the immunization medication and the administration component.

To obtain FFS reimbursement information, please contact CFMG.
CFMG shall pay CFMG Provider the Fee for Service (FFS) rates set forth below for all Covered Services provided to eligible Enrollees:

1) **Alameda Alliance for Health (AAH)**

   AAH Medi-Cal Enrollees: 150% of current year Medi-Cal

   AAH Healthy Families Enrollees: 150% of current year Medi-Cal

2) **Blue Cross Managed Medi-Cal (BX)**

   BX Medi-Cal Enrollees: 150% of current year Medi-Cal

   BX Healthy Families Enrollees: 175% of current year Medi-Cal