Dear Provider:

Welcome to PlanCare America (PCA) and the National Preferred Provider Network (NPPN). Your effective date is on the enclosed copy of the signed agreement. We are excited that you have chosen to be part of our national Preferred Provider Organization (PPO).

Both PCA and NPPN participate with hospitals, ancillary care providers, and physicians on a nation-wide basis. We offer participating providers many benefits including an expanded payor and patient base, retention of existing patrons of your services, and a proportionately reduced liability for patients on claims incurred at your location. Additionally, you will be listed as a participating provider on both the PCA and NPPN websites within **sixty (60)** days of signing a contract with us.

PCA and NPPN market and sell their services primarily to self-insured employers, Third Party Administrators (TPA's), Taft Hartley labor unions and insurance companies. We are excited to be able to offer your services to the members in the thousands of health plans that are part of our client base.

Please remember that PCA nor NPPN do not pay claims; however, we do re-price claims in accordance with our contractual provider agreements for our payor clients. In order to avoid any delay in payment, we suggest that you submit complete, accurate medical claims information to the payor of services as indicated on the employee benefit card. The payment received by your office from our client will list us as the PPO network and will reflect the appropriate contractual payment. Please feel free to contact our Provider Relations department at (888) 266-3053, if you have any questions or concerns about a payment received under our contractual relationship.

Thank you for joining our networks. We look forward to a growing partnership.

Sincerely,

Larry Madlem

Larry Madlem
Vice President
PlanCare America/National Preferred Provider Network

PlanVista Solutions, Inc. (NPPN) & PlanCare America, LLC
PARTICIPATING PROVIDER AGREEMENT

THIS PARTICIPATING PROVIDER AGREEMENT (the "Agreement"), effective as of 12:01 a.m. on April 15, 2010 (the "Effective Date"), is made and entered into by and between the PlanVista Solutions, Inc. ("NPPN") and PlanCare America, LLC ("PCA"), with principal offices located at Two Concourse Parkway, Suite 300, Atlanta, GA 30328 with respect to all of NPPN & PCA lines of business (hereinafter referred to as "Network") and

Full legal name: Children's Community Physician Association

Principal business address: 2300 Children's Plaza, Box #113
(Street/City/State/Zip Code)

State of Incorporation: Chicago, IL 60614

Phone #: 773.880.3605 Fax #: 773.975.8742

Tax ID number: 36-407-1049 National Provider ID Number: _____

Contact Name: Kathleen McTigue e-mail Address: kmctigue@childrensmemorial.org

(hereinafter referred to as "Network Provider").

WHEREAS, Network develops and maintains a network of health care providers by entering into agreements with acute and ancillary health care providers, physicians and other health care professionals who have agreed to provide health care services to Participants covered by health services benefits programs or other types of programs administered by Network's Customers in exchange for reimbursement at agreed upon rates; and

WHEREAS, Network also enters into agreements with various Customers as more particularly defined herein, pursuant to such agreements or other arrangements Customers gain access to Network Providers through Network; and

WHEREAS, Network seeks to establish a contractual relationship with Network Provider and Network Provider seeks to create and enter into a contractual relationship with Network in accordance with the terms of this Agreement because Network Provider wishes (a) to offer its health care services to Participants and in so doing maximize its opportunity to retain current patient volumes and maintain current market share, and (b) to grant Network's Customers access to reimbursement schedules that would otherwise be available to other payors, thereby enhancing competition among payors;

NOW, THEREFORE, for and in consideration of the foregoing, in exchange for the mutual promises herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

A. DEFINITIONS

1. Benefit Program means a contract, policy, document, plan, or any other arrangement under which a Customer is obligated to provide benefits on behalf of Participants.

2. Clean Claim means (a) a properly completed paper billing form (whether a UB-04, CMS 1500, or other applicable form, and as such forms may be amended from time to time) for Covered Services provided to a Participant, or (b) an electronic transaction providing such information that complies with all applicable laws and regulations governing such transactions. Clean Claims shall not include those claims which require coordination of benefits, involve third party liability issues, or claims that are being reviewed for medical necessity.

3. Customer(s) means Network's clients, together with each of their respective affiliates, successors and assigns, who seek access to Network Providers through Network. Customers may include Network's owners, subsidiaries, affiliates, payors, employers, employer groups, third party administrators, Taft Hartley Funds, insurance companies, limited liability plans, individuals, health savings accounts and those who may be directly or indirectly engaged by such Customers to obtain access to Network. Network shall maintain a list of its Customers, a copy of which shall be available to Network Provider upon reasonable request or shall be accessible to Network Provider on Network's password protected and secured website.

4. Coordination of Benefits means the determination of which of two or more Benefit Programs will pay health benefits for a Participant as a primary payor and which will pay as a secondary payor and/or as a tertiary payor.

5. Covered Services means health care services provided to a Participant which are eligible for reimbursement under the terms of the applicable Benefit Program or are payable by an individual.

6. Network's Maximum Fee Schedule means that fee schedule designated as such, a copy of which shall be available at Network's principle place of business and posted on Network's password protected and secured website. Network's Maximum Fee Schedule may be modified from time to time by Network; however, each modification of Network's Maximum Fee Schedule shall contain an effective date and such modified fee schedule shall apply for all services provided on or after such effective date.

7. Participant means an individual (a) who is entitled to benefits and who, on the date health care services are rendered, has satisfied the eligibility requirements under a Benefit Program, or (b) who receives health care services or is one that is responsible for payment for such health care services.

8. Quality Assurance/Utilization Management means the processes and rules established and used by a Customer or its designee, consistent with accepted standards and practices in the industry, to evaluate the quality, quantity, appropriateness and timeliness of health care services furnished to Participants, and to identify and resolve disputes regarding provision of health care services.

9. Reasonable and Customary Charge means the fee for a health care service which is no greater than the seventieth (70^{th}) percentile of the average and prevailing charge for the same service in the same geographic community or in a geographic community which is similar to that in which the service is rendered as provided by an independent third party.

B. RIGHTS AND OBLIGATIONS OF NETWORK

1. **Limitations** Network does not determine benefits, eligibility or availability for Customers' Participants and does not exercise any discretion or control as to Customers' Benefit Program assets or with respect to policy, payment, interpretation, practices, or procedures. Customers are solely responsible for the design and implementation of all utilization review programs including all questions and decisions regarding eligibility, coverage, medical necessity, length of stay, referral approvals, and the like. Network is not a payor, administrator, insurer, underwriter, or guarantor of payment for or of Customers' Benefit Programs, and Network is not liable for any payment of services under this Agreement. Network Provider shall look solely to Customer as the party responsible for any payment hereunder and shall not seek reimbursement or any other recourse from Network for any such payment. Nothing in this Agreement shall be construed as interfering with the freedom of choice of eligible Participants.

2. **Provider Directory** Network shall maintain a provider directory for the purpose of advising Customers and Participants of Network Providers participating in the Network, which provider directory shall be accessible through Network's website. Network shall exercise best efforts to include Network Provider in such provider directory. Network Provider agrees that Network and/or Customers may use Network Provider's name, practice name, trade names, trademarks, service marks, symbols, addresses, telephone numbers, types of services provided by Network Provider and any other identifying information not only in such provider directory, but also in any other print or electronic media.

3. **Audit** Upon giving at least 48 hours advance notice, Network or a Customer shall have the right to conduct a site review and to review and copy Network Provider's records for purposes reasonably related to this Agreement including, but not limited to, Quality Assurance/Management. Such review shall not unreasonably interfere with Network Provider's business and shall be conducted during normal business hours by authorized individuals who have signed a confidentiality agreement. Each party shall bear its own costs of such review. Reports of such reviews shall be kept as internal documents and shall not be revealed to any outside source except (a) as may be required by law or (b) to Network or a Customer. To the extent applicable, all such reviews shall be conducted at the direction of medical review committees and/or peer review committees and shall therefore be subject to all applicable protections and immunities afforded under any applicable state and/or federal laws, rules or regulations.

C. RIGHTS AND OBLIGATIONS OF NETWORK PROVIDER

1. Provision of Health Care Services

Network Provider shall be solely responsible for the provision of health care services, advice and treatment rendered, ordered, or authorized by Network Provider, its employees and/or agents, with respect to Participants. Such services shall be provided to Participants for all Customers in accordance with community standards, in the manner in which Network Provider renders services to other patients, and without discrimination based on sources of payment for services, gender, race, ethnicity, color, religion, marital status, sexual orientation, age, ancestry, national origin, mental or physical disability, or health status. Nothing contained in this Agreement shall interfere with nor in any way alter or affect (a) any physician, professional or hospital-patient relationship nor shall limit the level of care or performance of services by Network Provider nor (b) the obligation of Network Provider to exercise independent medical judgment in rendering healthcare services to Participants. Upon sixty days' notice, Network Provider may decline to provide service pursuant to a contract to new patients covered by a Customer. The notice shall state the reason or reasons for this action. "New patients" means those patients who have not received services from the Network Provider in the immediately preceding three years. A patient shall not become a new patient solely by changing coverage from one Customer to another.

2. Licensure and Certification

a. Network Provider shall comply with all laws relating to furnishing health care services to Participants; shall maintain in effect and in good standing all licenses and governmental approvals necessary for that purpose; and shall maintain compliance with all applicable credentialing criteria and requirements.

b. Network Provider shall maintain Medicare and Medicaid certification, as well as accreditation by an appropriate recognized accrediting organization as applicable or as required by law. Copies of Network Provider's current certificates of accreditation are attached as Appendix A.

c. Network Provider shall notify Network in writing within thirty (30) days of any change in compliance with any of these requirements. Network Provider shall notify Network of any pending investigation, action, or sanction against it, any agent and/or any employee, which may materially affect Network Provider's ability to perform any obligation under this Agreement, or which would otherwise bear on a requirement of this Agreement.

3. **Quality Assurance** Network Provider shall participate in and cooperate fully with all reasonable Quality Assurance/ Management programs administered by Customers or their designees.

4. **Liability Insurance** Network Provider warrants to Network that it has, and shall maintain professional and comprehensive general liability insurance covering Network Provider against claims arising out of the services to be performed hereunder each in the minimum amounts required by law or, in the absence of statutory requirements, no less than $1,000,000 per occurrence and $3,000,000 in the annual aggregate. Proof of such coverage shall be made available to Network upon request. Network Provider shall notify Network in writing within thirty (30) days of cancellation, non-renewal, and/or any material change in such coverage. If the form of insurance described above is "claims made," appropriate tail coverage shall be purchased to insure against claims made after the expiration of such insurance relating to acts or omissions occurring during the term of this Agreement.

5. **Network Provider's Grievance Procedures** Network Provider shall maintain procedures for resolving grievances and shall cooperate with any grievance procedures or programs sponsored by Network, Customers, or their designees. Network Provider shall notify Network promptly upon knowledge of any dispute, complaint, or grievance relating to patient care or other disputes involving Network, its Customers, their designees, or Participants.

6. **Provider Demographics** Upon execution of this agreement and no less than monthly thereafter, Network Provider agrees to provide Network a listing of all applicable providers practicing under this contract with the content and format in compliance with Appendix B. Network Provider agrees to notify Network within ten (10) business days of any changes to Appendix B. Should any information supplied by Network Provider become materially inaccurate, Network Provider shall work with Network to immediately correct. It is understood by both parties that any changes in demographic information such as Tax Identification Number, practicing address, billing address or addition or deletion of providers does not alleviate Network Provider from their obligations under this Agreement.

D. COMPENSATION

1. **Compensation** Except as otherwise provided in this Section D, Network Provider agrees to accept from Customers, as payment-in-full for Covered Services rendered to Participants, 80% of Network Provider's billed charges (hereinafter referred to as the "Contract Rate").

2. **Billing Customers** Network Provider shall submit claims to Customers on a properly completed UB-04, CMS 1500 or other acceptable standard billing form that provides the same information. Network Provider may not bill a Customer more than ninety (90) days after discharge or the date services are provided and expect to receive any payment.

3. **Payment by Customers**

a. Customers must make payment to Network Provider within thirty (30) business days (or less, if required by applicable state law) of Network's receipt of a Clean Claim in order to obtain the benefit of the Contract Rate, except as set forth in paragraph 7 of this Section D below. Upon request, Network Provider shall furnish to Customer and/or Network all information reasonably required to verify the health care services provided and the charges for such services. Customers' payments due under this Agreement shall be reduced by any and all applicable Benefit Program design deductibles, co-payments, and co-insurance amounts.

b. Network Provider acknowledges that (a) Network's arrangements with its Customers for access to the Contract Rate described in this Agreement may be deemed to be network "rental," "lease," or "sale" arrangements under some state or federal laws, and (b) some state or federal laws require specific disclosure of such arrangements. Accordingly, to the extent that the terms "rent," "lease," or "sale" apply to Network's Customer arrangements as contemplated under this Agreement, Network and Network Provider agree that Network and its affiliates may lease, sell, rent or otherwise grant access to Network Provider's Contract Rate to third parties, including other preferred provider organizations. Each Customer's entitlement to the Contract Rate under this Agreement is subject to such Customer's compliance with the applicable terms of this Agreement.

c. Nothing in this Agreement shall be construed as a waiver by any Customer of its right to review claims for medical necessity or appropriateness in accordance with the terms of its Benefit Program; and, in the event a conflict arises between the terms of this Agreement and the terms of a Benefit Program, the terms of the Benefit Program shall apply.

4. **Billing Participants** A Participant shall be billed only for co-payments, deductibles, co-insurance and non-Covered Services, as appropriate, in accordance with such Participant's Benefit Program(s). Co-insurance shall be calculated based upon Contract Rate. Participants shall not be billed for more than the difference between the Contract Rate and the sum of the amounts paid by the Customer(s) and any other payors. Network Provider shall not balance bill or attempt to collect compensation from Participants in connection with Covered Services, except as shall be permitted by law and by the Customer.

5. **Coordination of Benefits** Network Provider shall cooperate with Customers for purposes of coordinating benefits. When a Customer is the primary payor, Network Provider shall accept from Customer as payment in full for

Covered Services the Contract Rate, less the appropriate deductibles, co-payments and co-insurance. When a Customer is the secondary payor, Network Provider shall accept from Customer as payment in full for Covered Services the difference between the Contract Rate, and the sum of the amount paid by the primary payor(s) together with the appropriate deductibles, co-payments and co-insurance amounts.

6. **Quality Assurance/Utilization Management**
Network Provider acknowledges that Customers or their designees may initially pay only 80% of the Contract Rate when performing Quality Assurance/Utilization Management on a given episode of care. In such instances, Customer shall pay Network Provider the remainder of the Contract Amount due, or Network Provider shall make a refund to Customer, as applicable, within thirty (30) business days after the review is completed; and, Customers shall not forfeit the Contract Rate when this procedure is followed.

7. **Disputed Claims**

a. Network Provider shall notify Customer of any erroneous claim sent to a Customer within sixty (60) days of the date the claim was issued. If claim was paid, a refund is due the Customer and Participant, as applicable, from Network Provider. If the claim was not paid, no payment is expected by Network Provider from Customer or Participant.

b. Network Provider agrees to refund any overpayments made by Customers under this Agreement within thirty (30) days of discovery and immediately upon receipt of written request by Customer. In the event that Network Provider does not refund the overpayment within the above specified timeframe, Customer shall withhold the requested overpayment amount from the next payment due Network Provider.

c. Only the Network Provider may challenge a payment made by a Customer or Participant in accordance with the Contract Rate during the six (6) months following Network Provider's receipt of such payment. Thereafter, the payment shall be deemed final and no further payment will be expected from Customer or Participant.

d. In the event of a dispute between Network Provider and a Customer in relation to this Agreement, Network shall make its best efforts to facilitate resolution of the dispute. Network Provider shall cooperate with Network's efforts by providing access to records and personnel reasonably necessary to support resolution of the dispute.

E. TERM AND TERMINATION

1. **Term** This Agreement shall be effective for an initial term from the Effective Date indicated above through December 31, 2011. Thereafter, this Agreement shall automatically renew for successive one (1) year terms.

2. **Termination**

a. After expiration of the initial term, either party may terminate this Agreement without cause by giving the other party at least ninety (90) days' prior written notice. Termination shall be effective on the first day of the month following the notice period.

b. Either party may terminate this Agreement for cause due to a material breach, including loss of any license or registration required by law or regulation to be maintained by such party in order to operate or fulfill its obligations hereunder, by giving thirty (30) days advance written notice. The notice of termination for cause will not be effective if the breaching party cures the breach to the reasonable satisfaction of the other party within the thirty (30) day notice period.

c. Network shall have the right to terminate this Agreement immediately if it determines, in its reasonable discretion and based upon any official agency action, that the health or welfare of Participants is jeopardized by the continuation of the Agreement. Under such circumstances, Network shall provide written notice to Network Provider specifying the basis for termination. The above shall also apply for a pattern of miscoding, cost shifting, redundant inaccurate billing and other billing misconduct by Network Provider.

d. Either party may terminate this Agreement immediately in the event the other party becomes insolvent, is adjudicated as a bankrupt, makes a general assignment for the benefit of creditors, has a receiver appointed for it, or comes under the control of a trustee in bankruptcy.

e. If this Agreement is terminated for any reason and if Network Provider is then providing services to Participants, then Network Provider shall continue to provide such services to those Participants as shall be required by applicable laws and at least until the completion of any episodes of care that may be underway on or as of such date of termination and Network Provider shall accept the then current Contract Rate as payment in full for such services.

3. **Effect of Termination** All obligations incurred prior to the date of termination shall survive termination.

F. MISCELLANEOUS

1. **Independent Contractors** Each party, including its officers, directors, employees and agents, acts as an independent contractor. Neither party has express or implied authority to assume or create any obligation on behalf of the other. The parties shall maintain a cooperative relationship in order to effectuate this Agreement. Each party solely is responsible for its own acts or omissions to act (as well as those of its officers, directors, employees and agents) arising out of or in connection with obligations created under this Agreement, including Network Provider's rendering professional advice and/or treatment. This Agreement is not meant to preclude Network from entering into substantially similar arrangements with other health care providers.

2. **Indemnification** Each party shall indemnify, defend, save and hold the other, including its officers, directors, employees, agents, successors and assigns, harmless from and

against all claims, demands, actions, proceedings, liability, damages, losses, fines, costs (including court costs and costs of appeal) and expenses (including reasonable attorneys' fees), which may be recovered by or paid to any third party and which arise out of or result from any negligent act or omission of the indemnifying party, or any of its employees and/or agents, in connection with the performance of its duties or obligations under this Agreement. This indemnification shall only apply to matters which are not otherwise covered by any other insurance maintained and shall specifically exclude any claim for lost profits and exemplary, punitive, special, incidental or consequential damages suffered or incurred under any theory of recovery. Any claim for indemnification under this Section F.2 shall be made within the earlier of (a) one year after the party to be indemnified becomes aware of the event for which indemnification is claimed, or (b) one year after the termination or expiration of this Agreement for any reason. In the event of a claim requiring indemnification hereunder, the indemnified party shall: (i) promptly notify the indemnifying party of the suit or claim and furnish the indemnifying party with a copy of each communication notice or other action relating to said claim; (ii) give the indemnifying party sole authority to conduct the trial, settlement or other proceedings related to such claim or any negotiations relating thereto at the indemnifying party's expense; and (iii) provide reasonable information and assistance requested by the indemnifying party in connection with such claim or suit.

3. **HIPAA, Confidentiality, Non-Disclosure, Non-Solicitation, Remedies**

a. The parties shall comply with all applicable laws and regulations regarding maintenance and disclosure of Participants' medical records and other individually identifiable health information. In particular, all parties shall be in compliance with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) Privacy Rule and Transactions and Code Sets regulations, access to the text of each of which may be gained through the Centers for Medicare and Medicaid Services website at www.cms.hhs.gov/HIPAA.

b. Network Provider shall not disclose the Contract Rate and/or the compensation payable to Network Provider hereunder except as may be required in order to comply with this Agreement or to the extent required by applicable law. Network Provider understands and agrees that Network has the right to transfer, assign, disclose or otherwise allow the use of and/or access to the Contract Rate and/or the compensation payable to Network Provider hereunder to its Customers.

c. Network Provider shall keep strictly confidential any and all confidential information that may be given or disclosed to Network Provider by Network, or that may be learned directly or indirectly by Network Provider, including specifically, but without limitation, the names of Network's Customers, both individually and in the aggregate, and any list of Network's Customers, whether such list is accessed through the Network's password protected secured website, or a copy of which list is provided to Network Provider, or which list is otherwise obtained or created by Network Provider. In addition, Network Provider shall neither use such confidential information for its own benefit (other than internally in order to implement this Agreement) nor disclose such confidential information in any form or media to any other person, partnership, joint venture, corporation, network, firm or other entity (except as necessary in order to implement this Agreement) without the express prior written consent of Network. Network Provider understands and agrees that the disclosure or discovery of any confidential information does not confer upon Network Provider any license, interest or right of any kind or nature in or to the confidential information. The covenants and obligations under this paragraph shall remain in effect for a period of three (3) years from the date on which the confidential information is disclosed or discovered by Network Provider.

d. During the term of this Agreement and for a period of one (1) year from the expiration or termination of this Agreement for any reason, Network Provider agrees not to directly or indirectly, and neither through its directors, officers, employees, agents, representatives, independent contractors, brokers, advisors or otherwise: (a) solicit any Customer introduced to Network Provider by Network and with which Network Provider does not have a direct contractual relationship as of the Effective Date of this Agreement to use any other network or entity, or to form a direct relationship with any other network or entity, beside Network; and (b) divert or attempt to divert any of Network's Customers to other networks, entities or contractual relationships for the benefit of Network Provider or otherwise usurp Network's business opportunities.

e. Network Provider understands that Network will suffer irreparable harm in the event Network Provider fails to comply in any way with its obligations set forth in this Section F.3, and that monetary damages may be inadequate to compensate Network for any such breach. Accordingly, Network Provider agrees that Network shall have, in addition to any and all remedies available to it at law or at equity, and notwithstanding anything else to the contrary contained in this Agreement, the rights and entitlement to injunctive relief or other equitable relief to enforce the terms and covenants of this Section F.3.

4. **Notices** Any notice required to be given pursuant to this Agreement shall be in writing and delivered by hand, by certified mail/return receipt requested, or by overnight delivery, to the signatories, or their successors if any, at the addresses set forth below.

5. **Severability and Waiver** The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. The finding by a court of competent jurisdiction that any provision herein is void shall not void any other valid provision of this Agreement and the remaining valid provision(s) shall remain in full force and effect unaffected by such severance, provided that the invalid provision is not material to the overall purpose and operation of this Agreement.

6. **Force Majeure** Neither party shall be liable for its failure to perform any of its obligations under this Agreement when performance is delayed or prevented by natural disaster,

fire, war, terrorism, riots, strikes, governmental acts such as embargo, interruption in telephonic services, or any other cause which, by proper prudence, could not have been avoided.

7. **Entirety and Modification** This Agreement, together with attachments and Network's Maximum Fee Schedule, constitutes the entire agreement between the parties with respect to the subject matter hereof, and as of the Effective Date, shall supersede any previous agreements or understandings, written or oral, between the parties. All modifications of the Agreement shall be in writing and signed by both parties. Provided however, that any language in this Agreement to the contrary notwithstanding, if there is an Exception Addendum, duly executed by all required authorities of PCA and PPO, appended to this Agreement, to the extent that the terms and /or conditions of said Exception Addendum vary from the terms and/or conditions of this Agreement, then the terms and/or conditions of the Exception Addendum shall prevail. A material change to this Agreement shall be in writing to the provider with ninety (90) days notice before the effective date of the change. The writing shall be conspicuously entitled 'notice of material change to contract.' If Network Provider objects in writing to the material change within fifteen days and there is no resolution of the objection, either party may terminate the contract upon written notice of termination provided to the other party not later than sixty (60) days before the effective date of the material change. Non-material changes require notice at least 15 days prior to the effective date of the change. A material change may reasonably be expected to significantly increase Network Provider's administrative expenses, or adds a new product.

8. **Governing Law** This Agreement, its terms and adjudication of all claims or controversies arising hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflicts of laws principles.

9. **Dispute Resolution** Network and Network Provider agree to meet and confer in good faith to resolve any disputes arising under this Agreement through informal discussions between the parties. If the parties are unable to resolve the dispute through such discussions within ten (10) business days of the commencement of such negotiations, then either party may submit the dispute to mediation in accordance with the rules of an appropriate mediation program in Atlanta, Georgia, to the extent such rules are not inconsistent with this Agreement. If the parties are unable to resolve the dispute through mediation within thirty (30) days of the commencement of such mediation, then either party may submit the dispute to final and binding arbitration to be conducted and administered in Atlanta, Georgia, in accordance with the dispute resolution procedures of the American Health Lawyers Association, to the extent such rules are not inconsistent with this Agreement; provided, however, that such claim must be submitted to arbitration within one (1) year after the claim arose. Any award rendered by the arbitrator shall be final and binding upon the parties hereto, and judgment upon any such award may be entered in any court having jurisdiction thereof. The fees and expenses of any mediator or arbitrator shall be borne equally by the parties. Each party shall pay its own fees and costs related to any mediation or arbitration proceedings, including attorney's fees. If the parties are unable to agree on the selection of one arbitrator acceptable to both parties, then each party shall designate an arbitrator and give written notice of such designation to the other. Within thirty (30) days after these notices have been given, the two arbitrators selected by this process shall select a third neutral arbitrator and give notice of the selection to the parties. The three arbitrators shall hold a hearing and decide the matter within sixty (60) days thereafter. The costs for the neutral arbitrator shall be borne equally by the parties and the parties shall each bear the respective costs of their selected arbitrator. The successful party shall be entitled to recover reasonable attorney's fees and costs, in addition to any other available remedy unless determined otherwise by the arbitrators.

10. **Survival** In the event this Agreement is terminated for any reason, (a) all rights and obligations which by their terms survive termination and (b) any other provisions of this Agreement which must survive to give effect to their terms and (c) those rights and obligations which shall have accrued as a result of the operation of this Agreement, shall survive termination hereof.

11. **Medicare Requirements** If it is ultimately determined that this Agreement is a subcontract for services, the value of which is ten thousand dollars ($10,000) or more during a twelve (12) month period within the meaning of Section 952 of the Omnibus Reconciliation Act of 1980 (Pub. L. 96-499), and 42 C.F.R, Part 420, then, until the expiration of four (4) years after the furnishing of services, the parties shall make available, upon written request, to the Secretary of Health and Human Services or to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and the books, documents and records of the parties that are necessary to evaluate the nature and extent of such costs.

12. **Compliance with Laws** The parties shall comply with all applicable laws, rules and regulations, including the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations; the Stark Law (42 U.S.C. Section 1395nn); and state and federal laws protecting the privacy and security of health care information. No part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services, nor are the payments intended to induce illegal referrals of business. No payments will be made under this Agreement which would be prohibited under state or federal law.

13. **Contract Modifications for Prospective Legal Events** In the event of any legislative, judicial or regulatory change or determination, whether federal or state, which has or would have a significant adverse impact on either party hereto in connection with the performance of this Agreement, or in the event that performance by either party of any term, covenant, condition or provision of this Agreement should for any reason be in violation of any statute, regulation, or otherwise be deemed illegal, the affected party shall have the right to require that the other party renegotiate the terms of this Agreement, such renegotiated terms to become effective no later than thirty (30) days after receipt of written notice of such request for negotiation. If the parties fail to reach an agreement satisfactory to both parties within thirty (30) days of the request for renegotiation, the party requesting such

renegotiation may terminate this Agreement upon thirty (30) days prior written notice to the other party or sooner if required by law.

14. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument with the same effect as if the signatures to each counterpart were upon the same instrument. A facsimile copy of the signature page will be deemed to be as effective as an original signature.

15. **Construction; Headings; Time** This Agreement has been the subject of negotiations and discussions between the parties so that any rule of construing ambiguities against the drafter shall have no force and effect. The headings of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Time is of the essence of this Agreement.

16. **Binding Nature** The terms of this Agreement shall inure to the benefit of, and be binding upon, the respective permitted successors, assigns, affiliates, heirs, executors and personal representatives of the parties.

17. **Authority** Each party represents and warrants to the other that it has all the necessary right, power and authority to sign, bind, enter into and perform this Agreement for itself and for any other person or entity on whose behalf it has signed and entered into this Agreement.

18. **No Referral Requirement** Nothing in this Agreement shall be deemed to be an agreement requiring physicians or any Network Provider to refer any Participant to any other Network Provider.

19. **Cooperation** The parties to this Agreement agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

20. **Assignment/Delegation/Change of Control**. Except as otherwise permitted herein, neither party shall have the right to assign, delegate, or otherwise transfer ("Transfer") any or all of its rights and/or obligations under this Agreement to any third party without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. The foregoing notwithstanding, either party shall have the unrestricted right to Transfer any or all of its rights and/or obligations under this Agreement to any parent, subsidiary, or other affiliate, or to any entity that is a successor-in-interest to such party's business. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective affiliates, successors, and assigns.

21. **Exception Addendum** There IS __ IS NOT X an Exception Addendum to this Agreement, and if there is it consists of N/A page in length.

IN WITNESS HEREOF, duly authorized representatives of the parties have executed this Agreement as of the day and year first above written.

PlanVista Solutions, Inc. (NPPN) & PlanCare America, LLC
Two Concourse Parkway
Suite 300
Atlanta, GA 30328

By: _____ 4-26-10
Tina Ellex — Date
Chief Operating Officer

Network:
~~Provider:~~
CCPA (Children's Community Physicians Association)
2300 Children's Plaza, Box #113
Chicago, IL 60614

By _____ 3/20/10
Signature — Date

Kathleen McTigue — Executive Director
Printed Name — Title

APPENDIX A
DELEGATED CREDENTIALING REQUIREMENTS

- **PROVIDER CRITERIA**
- A signed and validly executed Agreement with Network
- No recorded conviction of a criminal charge or felony (excluding minor traffic infractions)
- No limitation, suspension or revocation of any certificate, license or certification
- No suspension, revocation or expulsion from participation in any health insurance or coverage program (i.e., PPO, HMO, PHO, Medicare, Medicaid, etc.)
- Where applicable, staff privileges in at least one Network participating hospital, facility, service or group
- Acceptable malpractice claim history
- Minimum of three (3) years approved training related to the specialty practiced
- Willingness to participate in review functions of managed care or utilization review programs

- **ALL PROVIDERS MUST HAVE ON FILE**
- Unrestricted, current and valid or other required medical licenses
- Unrestricted, current and valid DEA certificate for prescribing practitioners (valid current CADS certificate in state where applicable)
- Current and valid professional insurance coverage as delineated in this Agreement
- Board Certification – if applicable
- Curriculum Vitae
- Malpractice Explanation – if applicable
- ECFMG – if applicable
- W-9 with Tax ID Number

APPENDIX B

PlanVista Solutions, Inc. (NPPN) & PlanCare America, LLC.
NETWORK PROVIDER DEMOGRAPHICS

SUMMARY DISCLOSURE FORM

THIS FORM CONTAINS IMPORTANT INFORMATION. PLEASE READ IT CAREFULLY.

The purpose of this Summary Disclosure Form is to summarize the provisions of the Participating Provider Agreement (the "Agreement") between the person or entity named in Page 1 of this document (the "Network Provider") and PlanCare America, LLC and National Preferred Provider Network, Inc. (collectively, the "Network").

The terms and conditions of the Agreement set forth the contractual rights of the parties. The information provided in this Summary Disclosure Form is a guide to the Agreement. Reading this Summary Disclosure Form is not a substitute for reading the entire Agreement. When the Network Provider signs the Agreement, it will be bound by its terms and conditions. The terms and conditions of the Agreement may be amended over time by the mutual agreement of the parties, or as otherwise provided in the Agreement. The Network Provider is encouraged to read carefully any proposed amendments sent to the Network Provider after execution of the Agreement. Nothing in this Summary Disclosure Form creates any additional rights or causes of action in favor of any party.

1. Compensation. As stated in Section D1 of the Agreement, the Network Provider will accept payment for its services on a fee-for-service basis. The Network Provider agrees that it will accept payment from entities accessing its services through the Network at the following rate: 80% of the Network Provider's billed charges.

2. Product/Network. Under the terms of the Agreement, customers of the Network will have access to the Network Provider's discounts. The Network Provider may obtain a list of such customers by calling 1-866-403-8772.

3. Term. As stated in Section E.1 of the Agreement, the initial term of the Agreement will end on December 31, 2011. Thereafter, the Agreement will automatically renew for successive one-year periods.

4. Termination. As stated in Section E.2 of the Agreement.

(a) Either party may terminate this Agreement without cause by giving the other party at least ninety (90) days' prior written notice. Termination shall be effective on the first day of the month following the notice period.

(b) Either party may terminate this Agreement for cause due to a material breach, including loss of any license or registration required by law or regulation to be maintained by such party in order to operate or fulfill its obligations hereunder, by giving thirty (30) days advance written notice. The notice of termination for cause will not be effective if the breaching party cures the breach to the reasonable satisfaction of the other party within the thirty (30) day notice period.

(c) The Network shall have the right to terminate this Agreement immediately if it determines, in its reasonable discretion and based upon any official agency action, that the health or welfare of Participants is jeopardized by the continuation of the Agreement. Under such circumstances, the Network shall provide written notice to Network Provider specifying the basis for termination. The above shall also apply for a pattern of miscoding, cost shifting, redundant inaccurate billing and other billing misconduct by Network Provider.

(d) Either party may terminate this Agreement immediately in the event the other party becomes insolvent, is adjudicated as a bankrupt, makes a general assignment for the benefit of creditors, has a receiver appointed for it, or comes under the control of a trustee in bankruptcy.

5. Processing Payment. The Network Provider may obtain information regarding the entity responsible for processing payments to the Network Provider by calling 1-800-557-1656.

6. Categories of Coverage. The Network develops and maintains a network of health care providers by entering into agreements with acute and ancillary health care providers, physicians and other health care professionals who have agreed to provide health care services to Participants covered by health services benefits programs or other types of programs administered by Network's Customers in exchange for reimbursement at agreed upon rates

7. Resolution of Disputes. The Network Provider may call 1-888-266-3053 in connection with any disputes concerning the interpretation or application of the terms and conditions of the Agreement. Any claim payment disputes will be handled in accordance with Section D.7 of the Agreement. Section F.9 of the Agreement

further provides that any disputes between the Network and the Network Provider will be resolved through binding arbitration.

8 The Agreement contains the following attachments:

Appendix A - Certificates of Accreditation
Appendix B - Network Provider Demographics

9. More Information. The Network Provider may call 1-866-403-8772 to receive more information regarding items 1-8 of this Summary Disclosure Form.

Client Payor List

4MOST Health Network
A&S Financial
Advanced Correctional Healthcare-MC
AEBS
AG Administrators
Alaska Forest Association
Alicare NY
Allegiance Benefit Plan Management, Inc.
AmeriBen Solutions
American Benefits Association
American Republic Ins. Co.
Anchor Benefit Consulting
Anthem/Kroger
Atlanticare Administrators
Aultcare
Aultra Administrative Group
Automated Benefit Service
Auxiant WI
AWAC
AZ Foundation for Med Care
BAC
Benefit Management, Inc. KS
Benefit Management, Inc. MO
Benefit Plan Administrators WI
Benefit Services, Inc.
Benefit Systems & Services, Inc.
Blue Cross of Atlantic Canada
Bridgestone Americas, Inc.
Bristol Park Medical
Brokerage Concepts
Canassistance
Capitol Administrators
CBCA Minneapolis
CBCA Savannah
CCA
CFMC
Charter/ Polaris
Cigna East
CMN, Inc.
CNIC Health Solution
Combined Life Ins. Co.
Commercial Travelers Ins.
Commonwealth Administrators, LLC
Complete Claim Solutions, Inc.
Corporate Benefits Services
Dean Health Plan, Inc.
EBMS
Employee Benefit Consultants - Albuquerque
Employee Benefit Consultants - Appleton
Employee Benefit Consultants - Cleveland
Employee Benefit Consultants - Findlay
Employee Benefit Consultants - Louisville
Employee Benefit Consultants - Milwaukee
Employee Security, Inc.
Employers Resource Group, Inc.
Enterprise Group Planning
FBMC
First Administrators
First Service Administrators, Inc.
Firstier Administrators
FMH Benefit Service
Foundation for Medical Care
Foundation for Merced County
GBSI-MO
Geisinger Health Plan
Gilsbar
GLHP
Global Health Claim Services, Inc.
Global Medical Management
GlobalCare
Great West Healthcare
Group Administrators Ltd.
Group Health Cooperative
Group Ins. Service Center
Harrington Health (IL)
Health Alliance
Health Claims Service
Health Cost Solutions
Health Design Plus, Inc.
Health Finest Network

Health Future
Health Net CA
Health Net Federal Services
Health Net Northeast
Health Net VA
Health New England
Health Special Risk, Inc.
HealthCare Partners Medical Group
Healthcare Solutions
HealthSCOPE Benefits Inc.
HFN
HMA, Inc.
HRGI
Humana
Inter-America`s Insurance Corp.
Interplan Health Group
Interplan
IUOE Local 132 H&W&P Funds
John Muir Physician Network
Kaiser Foundation Health Plan of Ohio
Kaiser Hawaii
Kaiser Mid-Atlantic
Kaiser Permanente Atlanta
Kaiser Permanente Colorado
Kaiser Permanente Portland
Key Partners
M S Administrative Services, Inc.
Magellan Health Services
Maksin Management Corp.
Managed Care Adminstrators
Medical Mutual Of OH
Mercy Care Ins. Co.
Meridian Resource Co.
Meritain Health Plans
Meritain Health- Okemos MI
MMSI
Morris
Multiplan
Mutual Assurance Admin.
NALC 2
Nesika Health Group
Network Health Plan
New England Financial
NGS American
North America Admin.

Health Net CA
Health Net Federal Services
Health Net Northeast
Health Net VA
Health New England
Health Special Risk, Inc.
HealthCare Partners Medical Group
Healthcare Solutions
HealthSCOPE Benefits Inc.
HFN
HMA, Inc.
HRGI
Humana
Inter-America`s Insurance Corp.
Interplan Health Group
Interplan
IUOE Local 132 H&W&P Funds
John Muir Physician Network
Kaiser Foundation Health Plan of Ohio
Kaiser Hawaii
Kaiser Mid-Atlantic
Kaiser Permanente Atlanta
Kaiser Permanente Colorado
Kaiser Permanente Portland
Key Partners
M S Administrative Services, Inc.
Magellan Health Services
Maksin Management Corp.
Managed Care Adminstrators
Medical Mutual Of OH
Mercy Care Ins. Co.
Meridian Resource Co.
Meritain Health Plans
Meritain Health- Okemos MI
MMSI
Morris
Multiplan
Mutual Assurance Admin.
NALC 2
Nesika Health Group
Network Health Plan
New England Financial
NGS American
North America Admin.