CHILDREN'S COMMUNITY PHYSICIANS ASSOCIATION

STANDARD PRODUCT DESCRIPTION
FEE-FOR-SERVICE PRODUCTS

1.0 PRODUCT OVERVIEW

This Product Description is a supplement to, and constitutes an integral part of, the Physician Master Agreement ("Master Agreement") between Children's Community Physicians Association ("CCPA") and the Physician who has executed the Master Agreement and accepted the terms of the Product Description pursuant to the previsions of that Master Agreement. The CCPA Board of Directors has approved this Product Description.

This Product Description sets forth the terms for the Physician's participation in the health coverage programs of certain Payors that have entered into arrangements with CCPA under which CCPA has agreed to arrange for the provision of certain health services to the Beneficiaries of such Payor's programs. CCPA shall inform Physician as to the identity of each such Payor. Payors may change this Product's number and type of coverage plans, covered services, copayments and other features not inconsistent with this Product Description with the consent of CCPA. CCPA shall inform Physician of any changes by official notice and in the form of supplements to the Policy and Procedure Manual.

2.0 PROVISION OF SERVICES

2.1 Physician Services. Physician agrees to provide or arrange for the provision of the health care services set forth from time to time as Covered services in the benefits schedules for this Product in the Policy and Procedure Manual which are medically necessary, are within the Physician's field of practice, and are services of the type which Physician customarily provides to his/her patients.

2.2 Referrals. Physician will refer this Product's Beneficiaries only to Participating Providers in this Product, except in cases of Emergency or for designated out-of-network services unless otherwise approved by Payor, as set forth in the Provider Policy and Procedure Manual. For purposes of the provision of health care services to Beneficiaries covered by a Payor serviced under this Product, Participating Providers shall be only those physicians, practitioners and institutions that have contracted with the Payor to provide Covered Services to Beneficiaries of this Product.

Participating Providers for this Product may be identified from the Policy and Procedure Manual, as amended from time to time, or by contacting the Payor or CCPA's Executive Director.

2.3 **Utilization Management Program.** In rendering services to Beneficiaries of this Product, Physician will comply with Payor's Utilization Management Program for this Product ("UM Program") as set forth in the Policy and Procedure Manual. If, in the professional judgment of Physician, it is medically necessary, timely and appropriate to deliver health care services in a manner which differs from the UM Program, Physician will render health care services in a manner keeping with his/her best professional judgment irrespective of a Payor's coverage decision.

2.4 **Quality Management Program.** Physician will comply with Payor's Quality Management Program for this Product, as set forth in the Provider Policy and Procedure Manual.

2.5 **Sanctions for Nonconformance with Quality and Utilization Programs.** Physician agrees to abide by the provisions of the Provider Policy and Procedure Manual that impose corrective action for nonconformance and that such provisions will apply with respect to services rendered to Beneficiaries of this Product and claims payments made by Payor under this Product.

2.6 **Post-Termination Services.** Upon termination of this Product or Master Agreement other than pursuant to Section 5.0 of the Master Agreement, Physician shall continue to furnish Covered Services to any Beneficiary who is then under Physician's care until such time, not later than ninety (90) days from Physician's termination, that Payor is able to arrange for another Participating Provider to assume responsibility for the treatment of such Beneficiary. Payor shall use its best efforts to arrange for substitute coverage so that Physician's post-termination services will not be required.

If any Beneficiary under Physician's care is hospitalized when Physician is terminated, Physician will continue to care for such Beneficiary until discharged. Physician will continue to be paid for services rendered pursuant to the then-current fee schedule in the Product Description, even if the Beneficiary is discharged after the ninety (90) day period. This Section shall survive the termination of this Product Description or Master Agreement.

2.7 **Minimum Provider Qualifications.** Physician shall satisfy the applicable physician membership, credentialing and re-credentialing requirements established by CCPA for this Product Description.

3.0 COMPENSATION

3.1 **Authorized Agent for Limited Purpose.** Physician understands that CCPA shall not negotiate competitive terms of Non-Risk Products with or on behalf of Physician. Physician authorizes CCPA to act, at the discretion of the CCPA Board of Directors, pursuant to an individual standing offer model approach as outlined in Section 3.3 herein.

3.2 **Non-Competitive Terms.** Physician authorizes CCPA to negotiate non-pricing or non-competitive terms of a Payor agreement. Minimum non-competitive standards have been set forth by the CCPA Board of Directors, and may include a minimum number of lives, silent PPO protection, steerage mechanisms, prompt claims payment, benefit design, no retroactive denials, appropriate termination language, etc.

3.3 **Competitive Terms.** Physician authorizes CCPA to bind Physician to those fee-for-service products that include a fee schedule that is equal to or more favorable than the fee schedule offered by Physician ("Physician's Standing Fee Schedule"). CCPA shall not be permitted to bind Physician to fees which are at a level below Physician's Standing Fee Schedule, irrespective of whether Physician has on previous occasion accepted similar or even lower level of fees from another Payor.

Physician agrees to provide CCPA with the following data on a timely basis:

3.1.1 Physician's usual and customary charges for designated CPT codes;
3.1.2 The minimum fee level acceptable to Physician for designated CPT codes ("Physician's Standing Fee Schedule");
3.1.3 Accurate listing of payors (and payor's products) that Physician currently holds contracts;
3.1.4 Other competitive terms deemed necessary by the CCPA Board of Directors; and
3.1.5 Timely updates to the above information.

3.4 **Fee Schedule Amounts.** The designated CPT codes in Appendix A represent your Physician's Standing Fee Schedule (the lowest possible rates that a Physician will accept for fee-for-service products). Physician warrants that Physician has separately and independently determined Physician's Standing Fee Schedule based on either a percentage of RBRVS or a percent discount from Physician's billed charges or a dollar value for each CPT code.

CCPA will convey specific payor proposals to Physician. Physician agrees to provide CCPA with timely notification of Physician's desire to

participate in Payor's Product. CCPA agrees to provide fifteen (15) day written notice to Physician regarding any amendment to the Product Description or Master Agreement, including but not limited to, fee schedule proposals that are lower than Physician's Standing Fee Schedule. If an amendment is not acceptable to Physician, he/she agrees to give written notice to CCPA no later than seven (7) days after receipt of written notice of the proposed amendment. Physician has the right to terminate participation in the applicable Product, as per conditions set forth in the Master Agreement.

3.5 **Source of Payment.** Payor shall be the source of payment for Covered Services rendered to Beneficiaries entitled to receive services under this Product Description. Physician has two potential sources of payment under this Product Description for Covered Services: (1) fee schedule amounts paid directly to Physician from claims submitted to Payor and (2) copayments, deductibles and coinsurance amounts collected from Beneficiary.

3.6 **Calculation of Payment for Covered Services.** Payor shall calculate Physician's payments for Covered Services as the lesser of Physician's billed charge for the service or the Payor's proposed fee schedule, reduced by any copayments, deductibles or coinsurance applicable to the service rendered (whether or not the Physician has attempted to collect or has received payment of any such copayments, deductibles or coinsurance).

Physician agrees that the payment provided by this Section 3.6 shall be the Physician's sole source of compensation with respect to this Product's Covered Services except for copayments, deductibles or coinsurance; collection of payment for any Covered Services delivered to a Beneficiary after the expiration of that Beneficiary's Plan benefits; non-covered services; and collection of amounts owing by other payors after application of a coordination of benefits provision.

3.7 **Billing.** Physician will submit office and outpatient claims to Payor for medically necessary Covered Services on billing form HCFA 1500 or mutually agreed-upon billing forms. Physician shall use his/her best efforts to submit claims within thirty (30) days after the provision of such services. Physician is allowed to submit interim claims, which means that claims may be submitted for services provided regardless of whether the Beneficiary is still being treated by Physician. Payor will make payment, in accordance with terms in this Product Description, within forty-five (45) days of receipt, when such claims are accurate and complete. Subject to the Provider Policy and Procedure Manual, Payor may not be responsible for payment of claims submitted more than one hundred-eighty (180) days after the date of service except when submission of such claims is not reasonably possible within such time period. Payor shall

deem this obligation satisfied if a submission is made within this period even if the claim is subsequently returned because of inaccuracy or incompleteness, provided that Physician resubmits a corrected claim.

3.8 **Copayments, Deductibles and Coinsurance.** Physician agrees to collect from Beneficiary, in accordance with each Beneficiary's health benefits coverage plan, such copayments, deductibles and coinsurance amounts as are required for medically necessary Covered services that he/she provides pursuant to this Product Description. Payor or CCPA will inform Physician as to the applicable copayments, deductibles and coinsurance levels in the Provider Policy and Procedure Manual.

3.9 **Termination for this Product Description.** Physician may terminate participation in this Product by providing written notice to CCPA within seven (7) working days of receiving notice from CCPA as to the Payor's proposal, including Payor's proposed fee schedule. Payor's final fee schedule is included as Appendix B.

Children's Community Physicians Association

Appendix A
Physician's Standing Fee Schedule
Fee-For-Service Products

CPT Code & Description	Physician's Usual & Customary Charges	1998 RBRVS (100%)Fees	Physician's Minimum

Children's Community Physicians Association

Appendix B
Final Fee Schedule from
Payor Name and Product Name

CPT Code and Description	Payor's Final Fee Schedule