7.14 **Status as Independent Entities.** None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create any relationship between Provider and All Health : or a Payor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Provider nor All Health /Payor, nor any of their respective agents, employees or representatives shall be construed to be the agent, employee or representative of the other.

7.15 **Addenda.** Each Addendum to this Agreement is made a part of this Agreement as though set forth fully herein. Any provision of an Addendum that is in conflict with any provision of this Agreement shall take precedence and supersede the conflicting provision of this Agreement with respect to the subject matter of the Addendum.

7.16 **Calculation of Time.** The parties agree that for purposes of calculating time under this Agreement, any time period of less than ten (10) days shall be deemed to refer to business days and any time period of ten (10) days or more shall be deemed to refer to calendar days unless the term "business" precedes the term "days".

7.17 **Waiver of Breach.** The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver of any subsequent breach of either the same or any other provision(s) of this Agreement. Further, any such waiver shall not be construed to be a waiver on the part of such party to enforce strict compliance in the future and to exercise any right or remedy related thereto.

THIS CONTRACT CONTAINS A BINDING ARBITRATION CLAUSE, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement.

PROVIDER

Signature

Harvey DUONG M.D.
Print Name

MEDICAL DIRECTOR
Title

Dummy Group Name, Inc.
Group Name (If Applicable)

01-2345678
Tax Identification Number

2/2/2011
Date

ALL HEALTH

Health Net Signature

Steve Carrol
Print Name

VP Provider Network Management & Strategy
Title

3/28/2011
Date

4/15/2011
Effective Date

EXHIBIT A-1

COMMERCIAL BENEFIT PROGRAMS

DIRECT NETWORK FEE-FOR-SERVICE RATE EXHIBIT

Subject to the terms of this Agreement, including without limitation the Payment Conditions set forth in Addendum E, All Health or Payor shall pay and Provider shall accept as payment in full for non-capitated Medically Necessary Covered Services delivered under commercial Benefit Programs pursuant to this Addendum, the lesser of: (i) the rates listed below, or (ii) 100% of Provider's billed charges.

Category of Service	Compensation
Covered Services delivered or arranged by Provider, excluding Laboratory services	95% of CMS Allowable
Anesthesia Services when provided by an Anesthesiologist or Certified Registered Nurse Anesthetist (American Society of Anesthesiology (ASA) unit scale)	$39 / ASA unit
Medical/Surgical Services by an Anesthesiologist or Certified Registered Nurse Anesthetist	95% of CMS Allowable
Laboratory Services performed in Provider or Professional Provider office	95% of CMS Allowable
Pharmaceuticals	95% of the Average Wholesale Price (AWP)
OB Services - CPT 59400: Global Obstetric care with vaginal delivery - CPT 59510: Global Obstetric care with cesarean delivery - CPT 59610: Vaginal Delivery after previous cesarean delivery - CPT 59618: Attempted vaginal delivery, resulting in cesarean	 $1,700.00 $1,700.00 $1,700.00 $1,700.00
Immunizations	95% of the Average Wholesale Price (AWP) as determined by Health Net.
General Health Panel - CPT 80050: General Health Panel - CPT 80055: Obstetric Panel	 $20.00 $15.00
By Report (BR) Procedures, Procedures not Listed and Procedures with Relativities not Established	75% of billed charges for Covered Services

EXHIBIT B-1

MEDICARE ADVANTAGE PROGRAM
DIRECT NETWORK FEE-FOR-SERVICE
RATE EXHIBIT

I. Payment Rates

Subject to the terms of this Agreement, including without limitation the Payment Conditions set forth in Addendum E, All Health shall pay and Provider shall accept as payment in full for non-capitated Medically Necessary Covered Services delivered under Medicare Advantage Benefit Programs pursuant to this Addendum, the lesser of: (i) the rates listed below, or (ii) 100% of Provider's billed charges.

Category of Service	Compensation
Covered Services delivered or arranged by Provider	100% of CMS Allowable
General Health Panel - CPT 80050: General Health Panel - CPT 80055: Obstetric Panel	 $20.00 $15.00
By Report (BR) Procedures, Procedures not Listed and Procedures with Relativities not Established	75% of billed charges for Covered Services

EXHIBIT C-1

MEDI-CAL BENEFIT PROGRAM
DIRECT NETWORK FEE-FOR-SERVICE
RATE EXHIBIT

Subject to the terms of this Agreement, including without limitation the Payment Conditions set forth in Addendum E, All Health shall pay and Provider shall accept as payment in full for non-capitated Medically Necessary Covered Services delivered pursuant to this Addendum, the lesser of: 100% of the State of California Medi-Cal Fee Schedule rates in effect at the time of service, subject to any adjustments made by the State of California under the applicable Medi-Cal Fee-For-Service Program; (ii) Fee-for-service rates for the commercial Benefit Program set forth in Addendum A, Exhibit A-1; or (iii) Provider's billed charges.