

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM S-8/A

REGISTRATION STATEMENT UNDER THE  
SECURITIES ACT OF 1933

LATINOCARE MANAGEMENT CORP.

-----  
(Exact Name of Registrant as Specified in Its Charter)

JNS MARKETING, INC.

-----  
(former name)

Colorado 30-0050402  
-----  
(State or Other Jurisdiction of (IRS Employer  
Incorporation or Organization ) Identification No.)

4150 Long Beach Boulevard, Long Beach, California 90807

-----  
(Address of principal executive offices) (Zip Code)

EMPLOYEE/CONSULTANTS COMMON STOCK COMPENSATION PLAN  
(Full title of the plan)

Jose J. Gonzalez, Chairman of the Board,  
Chief Executive Officer, and President  
4150 Long Beach Boulevard, Long Beach, California 90807  
(Name and address of agent for service)

(562) 997-4420  
(Telephone number, including area code, of agent for service)

<TABLE>  
<CAPTION>  
<S>

<S>	<C>	<C>	<C>	<C>
Title of Securities to be Registered	Amount To be Registered	Proposed maximum Offering price Per Share (1)	Proposed Maximum aggregate Offering price(2)	Amount of Registration fee
Common stock	100,000	\$1.00	\$100,000	\$100

</TABLE>

- (1) Estimated solely for the purpose of calculating the registration fee.  
(2) Based upon Market average bid/ask on a date five days prior to filing, pursuant to Rule 457.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

ITEM 1. PLAN INFORMATION

The document or documents containing the information specified in Part I are not required to be filed with the Securities and Exchange Commission (the "Commission") as part of this Form S-8 Registration Statement, but will be provided as may be required under Rule 428(b)(1) of the Securities Act of 1933.

Individual letter agreements with the legal counsel which provide for the payment for services rendered in shares of the common stock of the Company in lieu of cash have been attached to the Registration Statement as Exhibits. These documents and the document incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION

Upon written or oral request, any of the documents incorporated by reference in Item 3 of Part II of this Registration Statement, any of the other documents required to be delivered pursuant to Rule 428(b), and any additional information about the Plan and its administrators are available without charge by contacting:

Jose J. Gonzalez, Chairman of the Board,

Chief Executive Officer, and President  
4150 Long Beach Boulevard  
Long Beach, California 90807  
(562) 997-4420

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

(a) The Annual Report on Form 10K-SB of Latinocare Management Corporation for the fiscal year ended December 31, 2001 filed on April 10, 2002 under Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended.

(b) All reports filed by the Company pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), since December 31, 2001.

(c) The description of the common shares issued by the Company in Registration Statement #333-9211 and any amendment or report filed for the purpose of updating such description under Registration Statement #333-9211.

2

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15 of the Exchange Act after the date of filing of this Registration Statement and prior to such time as the Company files a post-effective amendment to this Registration Statement which indicates that all common shares covered by this Registration Statement have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in the Registration Statement and to be part thereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated herein by reference will be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated herein by reference modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part thereof.

ITEM 4. DESCRIPTION OF SECURITIES

The description of the common shares issued by the Company in its Registration Statement #333-9211, and any amendment or report filed for the purpose of updating such description under Registration Statement #333-9211.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

The validity of the securities being registered hereunder will be passed on for the Company by Michael A. Littman, attorney, of Arvada, Colorado. He is an independent securities attorney and will be the owner of 20,000 shares registered pursuant to this S-8 Registration Statement.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Colorado Business Corporation Act provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the Company or is or was serving at our request in such capacity in another corporation or business association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The Company, pursuant to its bylaws, will provide indemnification with its directors and executive officers that provide the maximum indemnity allowed to directors and executive officers by the Colorado Revised Statutes, subject to certain exceptions as well as certain additional procedural protections. In addition, the indemnification provides generally that the Company will advance expenses incurred by directors and executives officers in any action or proceeding as to which they may be entitled to indemnification, subject to certain exceptions.

The indemnification provisions in the bylaws may permit indemnification for liabilities arising under the Securities Act of 1933. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to

directors, officer and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Securities and Exchange Commission has opined that such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

3

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

Item 8. CONSULTANTS AND ADVISORS

The following consultants/professionals will be issued securities pursuant to this Registration Statement:

Name	Number	Type of Services Provided
M.A. Littman	20,000	Legal Services
Henry F. Schlueter	20,000	Legal Services

ITEM 9. EXHIBITS.

EXHIBIT NUMBER	DESCRIPTION
5.1	Opinion of Michael A. Littman
10.1	Consulting Agreement with M.A. Littman, Esq.
10.2	Consulting Agreement with Henry F. Schlueter, Esq.
10.3	2001 Stock Option Plan
23.1	Consent of Oppenheim & Ostrick, CPA'S
23.2	Consent of Michael A. Littman (contained in Exhibit 5.1).

ITEM 10. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the high or low end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) include any additional or changed material information on the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

4

PROVIDED HOWEVER, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of the securities at that time shall be deemed to be the initial BONA FIDE offering.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial BONA FIDE offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

5

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, California, on this 10th day of July, 2002.

LATINOCARE MANAGEMENT CORPORATION

By: /s/Jose J. Gonzalez

-----  
Jose J. Gonzalez  
President

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
----- /s/Jose J. Gonzalez Jose J. Gonzalez	President, Chief Executive Officer, Secretary, and Chairman of the Board of Directors	July 10, 2002
 /s/Joseph C. Luevanos Joseph C. Luevanos	 Chief Financial Officer, Chief Operating Officer and Director	 July 10, 2002

6

EXHIBIT 5.1

Michael A. Littman  
Attorney at Law  
7609 Ralston Road  
Arvada, Colorado 80002  
(303) 422-8127  
(303) 431-1567 fax

July 3, 2002

Latinocare Management Corporation  
f/k/a JNS Marketing, Inc.  
4150 Long Beach Boulevard  
Long Beach, California 90807

Gentlemen:

You have requested our opinion with respect to certain matters in connection with the filing by Latinocare Management Corporation (the "Company") of a Registration Statement on form S-8 (the "Registration Statement") with the United States Securities and Exchange Commission covering the offering of an aggregate of 100,000 shares of the common stock of the Company (the "Shares").

In connection with this opinion, we have examined the Registration Statement and the Company's Amended and Restated Articles of Incorporation and By-laws, and such other documents, records, certificates, memoranda and other instruments, as we deem necessary as a basis for this opinion. We have assumed the genuineness and authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us a copies thereof, and the due execution and delivery of all documents, where due execution and delivery are a prerequisite to the effectiveness thereof.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when sold and issued in accordance with the plans referenced above and the Registration Statement, will be validly issued, fully paid, and nonassessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement.

Sincerely yours,  
/s/Michael A. Littman

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into this 3rd day of July, 2002 by and between Latinocare Management Corporation (the "Company") and M.A. Littman (The "Consultant").

WHEREAS, Consultant is skilled in providing legal services, and has provided legal services to Company in the past;

WHEREAS, the Consultant is due approximately 20,000 shares as a result of services rendered to the Company;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration receipt whereof is hereby acknowledged it is agreed.

1. The Company hereby has engaged the Consultant for legal services and wishes to pay Consultant and has agreed to payment of fees due for services already rendered through issuance of stock. None of the legal services being compensated hereby involved mergers or acquisitions or capital raising.

2. In partial consideration of the services already provided, Consultant shall receive 20,000 shares of the Company's common stock which shall be issued for legal fees due and owing as a result of prior services rendered to the Company by the Consultant.

3. The Company will register all the compensation shares pursuant to a registration statement on Form S-8.

4. Except as otherwise provided herein, any notice or other communication to any party pursuant to or relating to this Agreement and the transactions provided for herein shall be deemed to have been given or delivered when deposited in the United States Mail, registered or certified, and with proper postage and registration or certification fees prepaid, addressed at their principal place of business or to such other address as may be designated by either party in writing.

5. This Agreement shall be governed by and interpreted pursuant to the laws of the state of Colorado. By entering into this Agreement, the parties agree to the jurisdiction of the Colorado courts with venue in Jefferson County, Colorado. In the event of any breach of this Agreement, the prevailing party shall be entitled to recover all costs including reasonable attorney's fees.

6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary, in making proof of this Agreement to produce or account for more than one counterpart.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands and seals the day and year first above written.

CONSULTANT:  
M.A. Littman

COMPANY:  
LATINOCARE MANAGEMENT CORP.

/s/M.A. Littman  
-----  
M.A. Littman

/s/Jose J. Gonzalez  
-----  
Jose J. Gonzalez, President

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into this 3rd day of July, 2002 by and between Latinocare Management Corporation (the "Company") and Henry F. Schlueter (The "Consultant").

WHEREAS, Consultant is skilled in providing legal services, and has provided legal services to Company in the past;

WHEREAS, the Consultant is due approximately 20,000 shares as a result of a prior agreement for services with the Company;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration receipt whereof is hereby acknowledged it is agreed.

1. The Company hereby has engaged the Consultant for legal services and wishes to pay Consultant and has agreed to payment of fees due for services already rendered through issuance of stock. None of the legal services being compensated hereby involved mergers or acquisitions or capital raising.

2. In partial consideration of the services already provided, Consultant shall receive 20,000 shares of the Company's common stock which shall be issued for legal fees due and owing as a result of prior services rendered to the Company by the Consultant.

3. The Company will register all the compensation shares pursuant to a registration statement on Form S-8.

4. Except as otherwise provided herein, any notice or other communication to any party pursuant to or relating to this Agreement and the transactions provided for herein shall be deemed to have been given or delivered when deposited in the United States Mail, registered or certified, and with proper postage and registration or certification fees prepaid, addressed at their principal place of business or to such other address as may be designated by either party in writing.

5. This Agreement shall be governed by and interpreted pursuant to the laws of the state of Colorado. By entering into this Agreement, the parties agree to the jurisdiction of the Colorado courts with venue in Jefferson County, Colorado. In the event of any breach of this Agreement, the prevailing party shall be entitled to recover all costs including reasonable attorney's fees.

6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary, in making proof of this Agreement to produce or account for more than one counterpart.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands and seals the day and year first above written.

CONSULTANT:  
Henry F. Schlueter

COMPANY:  
Latinocare Management Corporation

/s/Henry F. Schlueter  
-----  
Henry F. Schlueter

/s/Jose J. Gonzalez  
-----  
Jose J. Gonzalez, President

EXHIBIT 10.3  
2001 STOCK PLAN

OF

LATINOCARE MANAGEMENT CORPORATION

LATINOCARE MANAGEMENT CORP.  
STOCK OPTION PLAN  
FOR DIRECTORS, EXECUTIVE OFFICERS, AND EMPLOYEES OF  
AND KEY CONSULTANTS TO LATINOCARE MANAGEMENT CORP.

1. PURPOSE. The purpose of this Stock Option Plan is to promote the interests of Latinocare Management Corp. ("Company") and its shareholders by enabling it to offer stock options to better attract, retain, and reward directors, executive officers, and employees of and key consultants to the Company and any other future subsidiaries that may qualify under the terms of this Plan. The goal is to strengthen the mutuality of interests between those persons and the shareholders of the Company by providing those persons with a proprietary interest in pursuing the Company's long-term growth and financial success.

2. DEFINITIONS. For purposes of this Plan, the following terms shall have the meanings set forth below.

(a) "Board" means the Board of Directors of Latinocare Management Corp.

(b) "Code" means the Internal Revenue Code of 1986, as amended. Reference to any specific section of the Code shall be deemed to be a reference to any successor provision of the Code.

(c) "Committee" means the administrative committee of this Plan that is provided in Section 1 below.

(d) "Common Stock" means the common stock of the Company or any security issued in substitution, exchange, or in lieu thereof.

(e) "Company" means Latinocare Management Corp., a Nevada corporation, or any successor corporation. Except where the context indicates otherwise, the term "Company" shall include its Parent and Subsidiaries.

(f) "Director" means any person who serves as a member of the Board of Directors of Latinocare Management Corp. "Outside Director" means any person who serves as a member of the Board of Directors of Latinocare Management Corp. and is not a full-time employee of Latinocare Management Corp. or its subsidiaries.

(g) "Disabled" means permanent and total disability, as defined in Code Section 22(e) (3).

(h) "Employee" means any person who is employed by Latinocare Management Corp. or any Subsidiary or Parent of the Company on a full or part-time basis, so that they have income taxes withheld and are eligible to participate in employee benefits programs. Such person shall not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, any Subsidiary, or any successor. For purposes of Incentive Stock Options, no such leave may exceed ninety days, unless re-employment upon expiration of such leave is guaranteed by statute or contract. If employment upon expiration of leave of absence approved by the Company IS NOT SO GUARANTEED, ON THE 181ST day of such leave any Incentive Stock Option held by the Optionee shall cease to be

1

treated as an Incentive Stock Option and shall be treated for tax purposes as a Non-Qualified Stock Option. Neither service as a Director nor payment of a director's fee by the Company shall be sufficient to constitute "employment" by the Company.

(i) "Exchange Act" means the Securities Exchange Act of 1934.

(j) "Fair Market Value" per share means, on any given date:

(1) The last sale price of the Common Stock on the National Association of Securities Dealers Automated Quotation National Market System ("NMS") or in case no such reported sale takes place, the average of the closing bid and ask prices on such date; or

(2) If not quoted on the NMS, the average of the closing bid and ask prices of the Common Stock on the National Association of Securities Dealers Automated Quotation System ("NASDAQ") or any comparable system; or

(3) If not quoted on any system, the fair market value indicated by the last appraisal of the Company by a professional appraiser or certified public accounting firm; or

(4) If not quoted on any system or valued by appraisal, the fair market value determined by the Company's Board of Directors in good faith.

(k) "Incentive Stock Option" means an option to purchase shares of Common Stock that is intended to be an incentive stock option within the meaning of Section 422 of the Code.

(l) "Insider" means a person who is subject to the provisions of Section 16 of the Exchange Act.

(m) "Key Consultant" means a person who is engaged by Latinocare Management Corp. or its Subsidiaries as a non-employee to perform tasks on a contractual basis over a sufficient period of time that he or she satisfies the eligibility criteria set forth by the Securities and Exchange Commission for a non-employee to participate in a registered stock option plan.

(n) "Non-Qualified Stock Option" means any option to purchase shares of Common Stock that is not an Incentive Stock Option.

(o) "Officer" is an employee of Latinocare Management Corp. or its Subsidiaries who is granted the authority to commit the corporation to binding agreements and to function as one of the executives of Latinocare Management Corp. or its Subsidiaries.

(p) "Option" means an Incentive Stock Option or a Non-Qualified Stock Option.

(q) "Parent" shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if each of the corporations (other than the Company) owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in the chain, as determined in accordance with the rules of Section 424(e) of the Code.

2

(r) "Participant" means a person who has been granted an Option.

(s) "Plan" means this Latinocare Management Corp. Stock Option Plan for Directors, Executive Officers, and Employees of and Key Consultants to Latinocare Management Corp. and its Subsidiaries, as it may be amended from time to time.

(t) "Securities Act" means the Securities Act of 1933, as amended.

(u) "Severance" means, with respect to a Participant, the termination of the Participant's provision of services to the Company as an employee and officer and director and consultant, as the case may be, whether by reason of death, disability, or any other reason. A Participant who is on a leave of absence that exceeds ninety (90) days will be considered to have incurred a Severance on the ninety-first (91st) day of the leave of absence, unless the Participant's rights to reemployment or reappointment are guaranteed by statute or contract.

(v) "Subsidiary" means any corporation or entity in which the Company, directly or indirectly, controls fifty percent (50%) or more of the total voting power of all classes of its stock having voting power, as determined in accordance with the rules of Code Section 424(f).

(w) "Ten Percent Shareholder" means any person who owns (after taking into account the constructive ownership rules of Section 424(d) of the Code) more than ten percent (10%) of the stock of the Company.

### 3. ADMINISTRATION.

(a) This Plan shall be administered by a Committee appointed by the Board. The Board may remove members from, or add members to, the Committee at any time.

(b) The Committee shall be composed of the members of the Compensation Committee of the Company's Board of Directors and any other members that the Board of Directors sees fit to appoint.

(c) The Committee may conduct its meetings in person or by telephone. A majority of the members of the Committee shall constitute a quorum, and any action shall constitute action of the Committee if it is authorized by:

(i) A majority of the members present at any meeting; or

(ii) The unanimous consent of all of the members in writing without a meeting.

(d) The Committee is authorized to interpret this Plan and to adopt rules and procedures relating to the administration of this Plan. All actions of the Committee in connection with the interpretation and administration of this Plan shall be binding upon all parties.

(e) The Committee may designate persons other than members of the Committee to carry out its responsibilities under such conditions and limitations as it may prescribe, except that the Committee may not delegate its authority with regard to the granting of Options to Insiders.

(f) Subject to the limitations of Section 13 below, the Committee is expressly authorized to make such modifications to this Plan as are necessary to

3

effectuate the intent of this Plan as a result of any changes in the tax, accounting, or securities laws treatment of Participants and the Plan.

#### 4. DURATION OF PLAN.

(a) This Plan shall be effective as of January 31, 2002, the date of its adoption by the Board, provided this Plan is approved by the majority of the Company's shareholders, in accordance with the provisions of Code Section 422, on or prior to twelve (12) months after its adoption. In the event that this Plan is not so approved, this Plan shall terminate and any Options granted under this Plan shall be void and have no further effect.

(b) This Plan shall terminate on January 31, 2012, except with respect to Options then outstanding.

#### 5. NUMBER OF SHARES.

(a) The aggregate number of shares of Common Stock which may be issued pursuant to this Plan shall be one million two hundred thousand (1,200,000) shares of Common Stock. This aggregate number may be adjusted from time to time as set forth in Section 13 of this Plan.

(b) Upon the expiration or termination of an outstanding Option which shall not have been exercised in full, any shares of Common Stock remaining unissued shall again become available for the granting of additional Options.

6. ELIGIBILITY. Persons eligible for Options under this Plan shall be limited to the directors, executive officers, and employees of and key consultants to Latinocare Management Corp. and its Subsidiaries.

7. FORM OF OPTIONS. Options granted under this Plan may be Incentive Stock Options or Non-Qualified Stock Options. Options shall be subject to the following terms and conditions:

(a) Options may be granted under this Plan on such terms and in such form as the Committee may approve, including by not limited to the right to exercise Options on a cashless basis, which conditions shall not be inconsistent with the provisions of this Plan.

(b) The exercise price per share of Common Stock purchasable under an Option shall be set forth in the Option. The exercise price of an option, determined on the date of the grant, shall be no less than:

(i) One hundred ten percent (110%) of the Fair Market Value of the Common Stock in the case of a Ten Percent Shareholder; or

(ii) One hundred percent (100%) of the Fair Market Value of the Common Stock in the case of any other employee.

(c) An Option shall be exercisable at such time or times and be subject to such terms and conditions as may be set forth in the Option. Except in the case of Options granted to Officers, Directors, and Consultants, Options shall become exercisable at a rate of no less than 20% per year over five (5) years from the date the Options are granted.

(d) The Committee may modify an existing Option, including the right to:

4

(i) Accelerate the right to exercise it;

(ii) Extend or renew it; or

(iii) Cancel it and issue a new Option.

(e) No modification may be made pursuant to Paragraph (d) above to an

Option that would impair the rights of the Participant holding the Option without his or her consent. Whether a modification of an existing Incentive Stock Option will be treated as the issuance of a new Incentive Stock Option will be determined in accordance with the rules of Section 424(h) of the Code.

(f) The aggregate Fair Market Value (determined as of the date of grant) of the number of shares of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year shall not exceed one hundred thousand dollars (\$100,000) or such other limit as may be required by Code Section 422. Should anyone exercise Incentive Stock Options that exceed this limit, such options will be treated as non-qualified stock options for tax purposes.

8. ISSUANCE OF OPTIONS.

Stock Options will be granted from time to time in the future on the terms and conditions recommended by the Committee and approved by the Company's Board of Directors. Each Option shall be evidenced by a written stock option agreement, in form satisfactory to the Committee, executed by the Company and the person to whom such Option is granted. The stock option agreement shall specify whether each Option it evidences is a Non-Qualified Stock Option or an Incentive Stock Option.

9. VESTING REQUIREMENT AND PERFORMANCE THRESHOLD.

The vesting requirements, performance thresholds and other terms and conditions of additional Options which may be granted under this Plan from time to time, if any, will be determined and approved by the Committee and Board of Directors; provided, that in all cases unvested Options will automatically expire and be canceled on the date of the Severance of an Employee or Insider who holds such Options.

10. TERMINATION OF OPTIONS.

(a) Except to the extent the terms of an Option require its prior termination, each Option shall terminate on the earliest of the following dates.

(i) The date which is ten (10) years from the date on which the Option is granted or five (5) years from the date of grant in the case of an Incentive Stock Option granted to a Ten Percent Shareholder.

(ii) If the Participant was Disabled at the time of Severance, the date of the Severance of the Participant to whom the Option was granted, with respect to unvested Options, and the date which is one (1) year from the date of the Severance, with respect to vested Options.

5

(iii) The date of Severance of the Participant to whom the Option was granted, with respect to unvested Options, and the date which is ninety (90) days from the date of the Severance of the Participant to whom the Option was granted, with respect to vested Options.

(iv) The date which is ninety (90) days after the death of the Participant, with respect to vested Options, and the date of death of the Participant, in the case of unvested Options.

(v) In the case of any Severance other than one described in Subparagraphs (ii) or (iii) above, the date of the Participant's Severance, with respect to unvested Options, and the date that is ninety (90) days from the date of the Participant's Severance, with respect to vested Options.

11. NON-TRANSFERABILITY OF OPTIONS.

(a) During the lifetime of the Participant, each Option is exercisable only by the Participant.

(b) No Option under this Plan shall be assignable or transferable, except by will or the laws of descent and distribution.

12. ADJUSTMENTS.

(a) In the event of any change in the capitalization of the Company affecting its Common Stock (e.g., a stock split, reverse stock split, stock dividend, combination, recapitalization, or reclassification), the Committee shall authorize such adjustments as it may deem appropriate with respect to:

(i) The aggregate number of shares of Common Stock for

which Options may be granted under this Plan;

- (ii) The number of shares of Common Stock covered by each outstanding Option; and
- (iii) The exercise price per share in respect of each outstanding Option.

(b) The Committee may also make such adjustments in the event of a spin-off or other distribution (other than normal cash dividends) of Company assets to shareholders.

13. AMENDMENT AND TERMINATION. The Board may at any time amend or terminate this Plan. The Board may not, however, without the approval of the majority-in-interest of the shareholders of the Company, amend the provisions of this Plan regarding:

- (a) The class of individuals entitled to receive Incentive Stock Options.
- (b) The aggregate number of shares of Common Stock that may be issued under the Plan, except as provided in Section 12 of this Plan.

6

- (c) To the extent necessary to comply with Rule 16(b) under the Exchange Act, the Board may not make any amendment without approval of the majority-in-interest of the shareholders of the Company that would:
  - (i) Materially increase the aggregate number of shares of Common Stock which may be issued to Insiders (except for adjustments under Section 12 of this Plan);
  - (ii) Materially modify the requirements as to the eligibility of Insiders to participate; or
  - (iii) Materially increase the benefits accruing to Insiders under this Plan.

14. TAX WITHHOLDING.

(a) The Company shall have the right to take such actions as may be necessary to satisfy its tax withholding obligations relating to the operation of this Plan.

(b) If Common Stock is used to satisfy the Company's tax withholding obligations, the stock shall be valued based on its Fair Market Value when the tax withholding is required to be made.

15. NO ADDITIONAL RIGHTS.

(a) The existence of this Plan and the Options granted hereunder shall not affect or restrict in any way the power of the Company to undertake any corporate action otherwise permitted under applicable law.

(b) Neither the adoption of this Plan nor the granting of any Option shall confer upon any Participant the right to continue performing services for the Company, nor shall it interfere in any way with the right of the Company to terminate the services of any Participant at any time, with or without cause.

(c) No Participant shall have any rights as a shareholder with respect to any shares covered by an Option until the date a certificate for such shares has been issued to the Participant following the exercise of the Option.

16. SECURITIES LAW RESTRICTIONS.

(a) No shares of Common Stock shall be issued under this Plan unless the Committee shall be satisfied that the issuance will be in compliance with applicable federal and state securities laws.

(b) The Committee may require certain investment or other representations and undertakings by the Participant (or other person acquiring the right to exercise the Option by reason of the death of the Participant) in order to comply with applicable law.

(c) Certificates for shares of Common Stock delivered under this Plan may be subject to such restrictions as the Committee may deem advisable. The Committee may cause a legend to be placed on the certificates to refer to these restrictions.

7

17. EMPLOYMENT OR CONSULTING RELATIONSHIP. Nothing in the Plan or any Option granted hereunder shall interfere with or limit in any way the right of the Company or any of its Parents or Subsidiaries to terminate any Participant's employment or consulting at any time, nor confer upon any Participant any right to continue in the employ of, or consult with, the Company or any of its Parents or Subsidiaries.

18. MARKET STANDOFF. Each Participant, if so requested by the Company or any representative of the underwriters in connection with any registration of the offering of any securities of the Company under the Securities Act, shall not sell or otherwise transfer any shares of Common Stock acquired upon exercise of Options during a specified period following the effective date of a registration statement of the Company filed under the Securities Act not to exceed six months; provided, however, that such restriction shall apply only to the first registration statement of the Company to become effective under the Securities Act after the date of adoption of the Plan which includes securities to be sold on behalf of the Company to the public in an underwritten public offering under the Securities Act. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restriction until the end of such six month period.

19. SHAREHOLDER'S AGREEMENT. Each Participant who acquires Common Stock through the exercise of Options, if so requested by the Company, shall execute a Shareholder's Agreement which provides for the disposition of the Common Stock in the event the Participant seeks to dispose of his Common Stock or incurs a Severance.

20. INDEMNIFICATION. To the maximum extent permitted by law, the Company shall indemnify each member of the Board and of the Committee, as well as any other Employee of or Key Consultant to the Company with duties under this Plan, against expenses (including any amount paid in settlement) reasonably incurred by him or her in connection with any claims against him or her by reason of the performance of his or her duties under this Plan, unless the losses are due to the individual's gross negligence or lack of good faith.

21. GOVERNING LAW. This Plan and all actions taken thereunder shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal proceeding under this Plan will be in the appropriate forum in the County of Los Angeles, State of California.

Date: January 31, 2002

Latinocare Management Corp.,  
a Nevada Corporation

By: /s/Jose Gonzalez

-----  
Jose Gonzalez, President

EXHIBIT 23.1

Oppenheim & Ostrick, CPA'S  
Culver City, California

CONSENT OF INDEPENDENT CHARTERED ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 for Latinocare Management Corporation, of our report dated February 28, 2002 relating to the December 31, 2001 financial statements of Latinocare Management Corporation.

/s/Oppenheim & Ostrick

-----

Oppenheim & Ostrick, CPA'S  
Culver City, California  
July 3, 2002