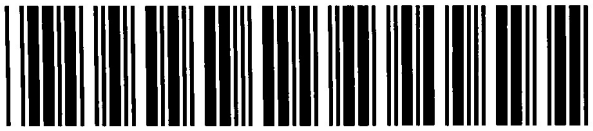

14001190 Pages: 5

1) **TODAY'S DATE:** 2010-01-29

2) **DOCUMENT TYPE**

☒**CONTRACT** ☐**CORRESPONDENCE** ☐**TERM SHEET**

3) **PROVIDER TYPE**

☐**HOSP** ☒**PPG** ☐**ANCILLARY** ☐**POP** ☐**CLINIC** ☐**FQHC**

4) **PROVIDER SYSTEM:**

5) **PROVIDER NAME:** UDCC Medical Group

6) **FOR AGREEMENTS INCLUDING ALL FORMS OF CONTRACTS:**

AGREEMENT – DOCUMENT TYPE
☐**PPA** ☐**AGR** ☒**AMD** ☐**LOA** ☐**AAD** ☐**SET** ☐**CDM**

EFFECTIVE DATE: 2005-01-01

7) **FOR SUPPORTING DOCUMENTS (ALL NON CONTRACTS):**

DOCUMENT TYPE
☐**TS** ☐**REI** ☐**SRS** ☐**COR** ☐**FND** ☐**OTHER:** _____

YEAR RANGE:

8) **TAX ID NUMBER:** 12-3456789

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AMENDMENT
to the
PROVIDER SERVICES AGREEMENT
between
ALL HEALTH, INC. AFFILIATES
and
THE REGENTS OF THE SCHOOL OF CALIFORNIA UCDD HEALTHCARE NETWORK

The Provider Services Agreement ("Agreement") effective January 1, 2000, between The Regents of the School of California, a Constitutional Corporation; on behalf of the UCDD Medical Group a Participating Physician Council ("PPC"), and All Health, Inc. Affiliates ("AHI"), as subsequently amended, is hereby further amended effective January 1, 2005.

AHI and PPC hereby agree to amend the Agreement as follows:

1. Section 4.3 **Billing and Payment** subsections (a), (c), and (d) only are hereby deleted and replaced as follows:

(a) **Billing**. Provider shall submit to AHI or Payor via AHI's electronic claims submission program or by hard copy, clean, complete and accurate claims for Contracted Services in accordance with the Operations Manual and the applicable Benefit Program. Provider shall submit claims within ninety (90) days of rendering Contracted Services. Where AHI is the secondary payor under Coordination of Benefits, such ninety (90) day period shall commence immediately after the primary payor has paid or denied the claim. If AHI does not receive the requested information from Provider within said ninety (90) days, claim (s) shall be denied without recourse to resubmit and AHI shall have no liability for such claim.

AHI shall not be under any obligation to pay Provider for any claim not timely submitted as set forth above. Provider shall not seek payment from any Member in the event AHI does not pay Provider for a claim not timely submitted.

(c) **Adjustments and Appeals**. Provider shall submit requests for adjustments and/or appeals regarding claim payments to AHI within three hundred sixty-five days (365) calendar days after the date of the payment of such claim to Provider. In the event Provider fails to appeal a claim within such time period, Provider shall not have the right to appeal such claim.

(d) **Offsetting**. AHI shall have the right to offset any amounts owed to AHI by PPG, including but not limited to, amounts owed by PPG under loans guaranteed by AHI, errors, or AHI interim payment for Contracted Services, including Capitation payments. Notwithstanding any other provision of this Agreement or any other contract to the contrary, only deficits in the shared risk programs which provide financial incentives for the control or management of Shared Risk Services' expenses or utilization will neither be collected from PPG by AHI nor offset against PPG Capitation; provided however, that AHI shall not be restricted from (i) offsetting such deficits against payments to PPG including, but not limited to, surpluses from other shared risk programs, stop loss payments, bonus or other incentive program payments; (ii) establishing reasonable withholds from Capitation approved by DMHC as set forth in the applicable Addendum to offset PPG liability when the cost of Shared Risk Services exceed the Shared Risk Budget (Withhold Fund); or (iii) carrying forward such shared risk program deficits to be applied against future year's program surpluses and Withhold Fund. Each PPG numbered site shall be calculated as a separate entity and any payments to or from PPG with multiple sites shall be net amount due/owed from all sites. In no event shall PPG be required to make any cash payment to AHI for any deficit in a shared risk program for institutional services.

To the extent AHI identifies financial liabilities, including overpayments, owed to AHI by PPG under this Agreement, the intent to collect such financial liabilities shall be communicated to PPG. Proof of such liabilities and the methodology used to make such determination shall be subject to

external actuarial review, with PPG bearing the cost of such review. No collection of such liabilities shall occur until PPG has a reasonable opportunity to conduct such review, provided that such review occurs within ten (10) business days of communication to PPG by AHI .

Concurrently, to the extent that PPG identifies financial liabilities owed to PPG by AHI under this Agreement, the intent to collect such financial liabilities shall be communicated to AHI. Proof of such liability, and the methodology used to make such determination shall be subject to external actuarial review, with AHI bearing the cost of such review. No collection of such liability shall occur until AHI has a reasonable opportunity to conduct such review, provided that such review occurs within ten (10) days of communication to AHI by PPG.

2. Addendum B, Section B.1.1, Capitation Rates, is hereby deleted in its entirety and replaced with the following:

1.1 Capitation Rates. PPG Capitation for Standard HMO Members shall be determined on a monthly basis by multiplying the following normalized PMPM rates by the age, sex and benefit plan factors set forth in Addendum B for each assigned Member. Normalized rates represent the PMPM prior to the adjustment for PPG's assigned Members' age, sex and benefit plan. Actual PPG gross Capitation shall fluctuate from month to month to the extent that PPG's age, sex and benefit plan mix fluctuates.

Effective Period	Standard HMO
January 1, 2005	$75.15 PMPM

3. Addendum B, Section C.1.1, Capitation Rates, is hereby deleted in its entirety and replaced with the following:

1.1 Capitation Rates. PPG Capitation for Small Group HMO Members shall be determined on a monthly basis by multiplying the following normalized PMPM rates by the age, sex and benefit plan factors set forth in Addendum B for each assigned Member. Normalized PMPM rates represent the PMPM prior to the adjustment for PPG's assigned Members' age, sex and benefit plan. Actual PPG gross Capitation shall fluctuate from month to month to the extent that PPG's age, sex and benefit plan mix fluctuates.

Effective Period	Small Group HMO
January 1, 2005	$67.59 PMPM

4. Addendum C, Section B.2.1, Compensation for PPG Capitated Services, is deleted and replaced with the following:

2.1 Compensation for PPG Capitated Services. As compensation for rendering PPG Capitated Services as defined herein, HMO shall pay PPG Capitation at forty one and fifty eight hundreds percent (41.58%) of Monthly Revenue as set forth below for each Medicare HMO Member eligible to receive such services from PPG during any particular month.

Capitation shall be computed on the basis of the most current information available and shall be paid by HMO by wire transfer on or before the fifteenth (15th) day of each month or the first business day following the fifteenth if the fifteenth is a holiday or on a weekend or within two (2) days of CMS's payment to HMO, whichever is later. Each Capitation payment shall be accompanied by a remittance summary. The remittance summary identifies the total Capitation payable and those Medicare HMO Members for whom Capitation is being paid. In the event of a Capitation error, resulting in an overpayment or underpayment to PPG, HMO shall adjust subsequent Capitation to offset such error.

Per PPG's request and upon receipt of reconciliation report from PPG, AHI agrees to reevaluate the withhold amount of $1.57 PMPM for the mental health and substance abuse services as set forth in section 6 of this Amendment for the period of January 1, 2005-December 31,2005. Based upon audit result AHI will adjust the capitation accordingly to ensure that the equivalent withhold against Monthly Revenue does not exceed $1.57 PMPM for this period only.

AHI agrees to offer PPG's participating providers for Mental Health and substance abuse services and will make best effort to direct Medicare HMO members to these providers.

5. Addendum C, Section B.3.1, **Shared Risk Budget**, is deleted in its entirety and is replaced with the following:

3.1 Shared Risk Budget. At the final settlement, upon the event of a deficit, as a contingency for any PPG liability, HMO shall deduct two percent (2 %) of PPG's Capitation and place such amount in the Withhold Fund as described in this Agreement. Each month, HMO shall fund the Shared Risk Budget for each eligible Medicare HMO Member at forty-three and forty three hundredths percent (43.43%) of Monthly Revenue.

6. Addendum C.2, **DIVISION OF FINANCIAL RESPONSIBILITY MATRIX OF HMO AND PPG CAPITATED SERVICES MEDICARE BENEFIT PROGRAM**, of the Agreement shall be amended only for the following Service categories as indicated below:

	PPG CAPITATED SERVICES	HMO RISK SERVICES	SHARED RISK/HOSPITAL CAPITATED SERVICES
CHEMICAL DEPENDENCE (Rehabilitation Services)			
- Inpatient Facility Component		X	
- Inpatient Professional Component		X	
- Outpatient Facility Component		X	
- Outpatient Professional Component		X	
- Inpatient Detox Facility Component			X
- Inpatient Detox Professional Component	X		
MENTAL HEALTH – Inpatient			
- Facility Component		X	
- Professional Component		X	
MENTAL HEALTH – Outpatient			
- Facility Component		X	
- Professional Component		X	

7. Addendum E is deleted in its entirety and is replaced with a new Addendum E attached.

8. Addendum F.1 **Fee-For-Service Compensation Schedule** is amended by adding the following:

Injectables: As to injectables for which HMO is responsible for reimbursement, HMO shall compensate PPG at one hundred ten percent (110%) of the State of California Medi-Cal Fee Schedule rates in effect at the time of service. If such medication is not listed on the Medi-Cal Fee Schedule, the value will be determined by the Average Wholesale Price (AWP) as calculated by HNI in accordance with the Medi-Cal methodology.

Such rates shall be payment-in-full, except for applicable copayments. HMO shall reimburse PPG at such rates, less applicable copayment. HMO shall not be responsible for reimbursing the Member Physicians for such injectables. PPG shall seek reimbursement from HMO for such injectables and shall submit claims for such services to HMO using the CMS 1500 Form and the appropriate CPT-4, HCPCS and NDC codes.

9. AHI I shall pay PPG eighty-five thousand dollars ($85,000) as a lump sum payment for PPG to use to fund a twenty four month e-visit program with Relay Health ("E-Visit Program"). PPG shall use such monies to implement the E-Visit Program for Commercial Members from January 1, 2005 through December 31 2006. PPG shall provide information regarding the usage and benefits of the E-Visit Program to AHI upon request. In the event that PPG and Relay Health do not execute an agreement by July 1, 2005, PPG shall pay AHI eighty-five thousand dollars, ($85,000) within thirty (30) days of such date.

In consideration for all of the payment terms set forth herein, including but not limited to the increase in the Commercial rates, PPG understands and agrees that HNI shall be the exclusive Medicare Advantage payor contracted with Provider, for any and all Medicare Advantage products including, but not limited to, HMO products, PPO products or demonstration projects, from January 1, 2005 through December 31, 2006.

10. Except as otherwise provided in this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates indicated below.

UDCC **Medical Group**

Signature

Tom Pete
CFO, UDCC Health Sciences

1/20/05
Date

All Health, **Inc. Affiliates**

Signature

Kinjal Dave
Network Management & Development Officer

2-2-05
Date

Provider Tax Identification Number: 12-3456789

ADDENDUM E

FEE -FOR-SERVICE COMPENSATION SCHEDULE

PPG or Member Physician shall be compensated for non-capitated Contracted Services, less applicable Copayments, in an amount equal to the lesser of: (a) one hundred ten percent (110%) of the Medicare allowable charges based on the Medicare Resource Based Relative Value Scale (RBRVS) unit values and CMS Geographical Practice Cost Indices as published in the most current published edition of the Federal Register; or (b) seventy-five percent (75%) of PPG's allowable billed charges.

For "by report"-procedures, procedures not listed, or procedures with relativities not established in RBRVS, PPG shall be compensated at sixty percent (60%) of PPG or the Participating Provider's billed charges, less any applicable Copayment.

Injectables and HMO Designated Vendor. As to injectables for which HMO is responsible for reimbursement, PPG shall obtain such injectables from the HMO designated vendors as described in the Operations Manual. If such injectables are not available from the HMO designated vendor, PPG shall be compensated at the lesser of: a) the PPG's billed charges; b) the CMS Single Drug Pricer c) the Average Wholesale Price (AWP) as established by First Databank, Medispan, MDX and as reflected in HMO's database which is updated semi-annually, less ten percent (10%); or d) the lowest acquisition cost provided through services made available by HMO. AWP reimbursement is based on the lowest AWP for the specific antigen. Multi-dose vials shall be reimbursed on a per dose basis.

Assistant Surgeons:

PPG or Participating Provider shall be compensated for Contracted Services at twenty percent (20%) of the surgeon's reimbursement as determined above.

For Obstetrical Care:

Compensation for obstetrical services shall be at the lesser of the PPG's billed charges, or:

CPT 59400-Global Obstetric care with vaginal delivery	$1700.00
CPT 59510-Global Obstetric care with Cesarean delivery	$1700.00

For Anesthesiology Services:

PPG shall be compensated for anesthesiology services which are Covered Services at the lesser of (a) $34. 00 per unit value in accordance with the American Society of Anesthesiology (ASA) unit scale, or (b) 75% of the PPG's usual billed charges.

OB Epidural shall be compensated under the unit value conversion factor stated above for Anesthesiology and applied to the ASA Base Units and Time Units as set forth below:

BASE UNITS:	
00955 – Continuous epidural, labor and vaginal delivery	5 units
00857 – Continuous epidural, labor and C-Section	7 units
00850 – Planned C-Section	7 units

TIME UNITS:	
Start up time:	up to three units for first hour of labor time, plus
Labor time:	two units for each additional hour of labor, plus
Surgery time:	one unit for each fifteen minute interval of surgical time if labor goes into C-Section, or of planned C-Section