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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
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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. When 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 HNI shall have the right to offset any amounts owed AHI HNI by PPG, including but not limited to, amounts owed by PPG under loans guaranteed AHI, NI, errors AHI HNI 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 AHI HNI nor offset against PPG Capitation; provided however, AHI HNI 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 liabilities.

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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

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

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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

[redacted]

compensate PPG at one hundred ten percent (110%) of the State of California Medi-Cal Fee Schedule rates in effect at the [redacted] 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.

0 AHI I shall pay PPG eighty five thousand dollars ($85,000) as a lump sum payment for PPG to use to fund

AHI

AHI

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All Health,

Tom Pete
UDCC

Kinjal Dave

12-3456789

UDCC

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

[redacted]

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

[redacted]

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