ALLIED HEALTHCARE PROFESSIONAL

SERVICES AGREEMENT

FOR THE

HUMBOLDT

INDEPENDENT PRACTICE ASSOCIATION

TABLE OF CONTENTS

CONTENTS PAGE #

I. OVERVIEW 1
A. Service Agreements 1
B. Health Plans and Participating Providers 1
C. Participation by Allied Health Care Prof..... 1
D. One Document 2

II. RELATIONSHIP OF THE PARTIES 2
A. Delivery of Services 2
B. Allied Health Care Professional 2
C. Relationship of Allied Health Care Professional and IPA..... 2
D. Power of Attorney 2
E. Participation in Health Plans 2
F. Relationship With Health Plan 3
G. Compliance With Governing Documents 3
H. Independent Parties 3

III. PARTICIPATION CRITERIA, CREDENTIALING AND RECREDENTIALING 3
A. Credentialing and Recredentialing 3
B. Provision of Information 4
C. Licensure 4
D. Professional Liability Coverage 4
E. Hospital Staff Membership 4
F. Training and Experience 4
G. Notification 4

IV. OBLIGATIONS OF ALLIED HEALTH CARE PROFESSIONAL 5
A. Medical Management 5
B. Referrals 5
C. Hospitalization 5
D. Nondiscrimination 5
E. Coverage 5
F. Number of Members 6
G. Employees of Allied Health Care Professional 6
H. Release of Information 6

V. COMPENSATION 6
A. Objective 6
B. Compensation 6

VI. BILLING 7
A. Financial Responsibility 7
B. Surcharge 7

CONTENTS PAGE #

C. Billing 7
D. Coordination of Benefits 7
E. Scope of Billings 7

VII. RECORDS 8
A. Maintaining Records 8
B. Access To and Provision of Records 8
C. Confidentiality 8
D. Record Retention 8

VIII. PROFESSIONAL LIABILITY 8
A. Professional Liability Coverage 8
B. Limits of Coverage 9
C. Proof of Coverage 9
D. Disclosure of Liability Actions 9
E. Indemnification 9

IX. TERM AND TERMINATION 9
A. Term 9
B. Termination Without Cause 9
C. Termination For Cause 9
D. Termination Via Termination of Service Agreement 10
E. Provision of Services Post-Termination 10

X. MISCELLANEOUS 10
A. Modifications 10
B. Modifications Via Service Agreement or Regulatory Modifications 10
C. Assignment 10
D. Waiver Of Provisions 11
E. Arbitration 11
F. Governing Law 11
G. Severability 11
H. Notice 11
I. Use of Names 11
J. Entire Agreement 11

SIGNATURES 12

HUMBOLDT-DEL NORTE INDEPENDENT PRACTICE ASSOCIATION
ALLIED HEALTH CARE PROFESSIONAL AGREEMENT

The HUMBOLDT INDEPENDENT PRACTICE ASSOCIATION, a California professional medical corporation (hereinafter called "IPA"), and the undersigned individual Allied Health Care Professional, professional corporation or other professional group (hereinafter called "Allied Health Care Professional"), agree as follows:

I. OVERVIEW

A. Service Agreements - IPA has entered into or will enter into one or more service agreements (each hereinafter called a "Service Agreement") with one or more health plans (each hereinafter called a "Health Plan") whereby IPA shall provide or arrange for the provision of covered health care services (hereinafter "Covered Services") to enrollees and their dependents (each hereinafter called a "Member") who are covered under an applicable Service Agreement. It is anticipated that the Service Agreements may be on a capitated or risk basis which shall determine the manner of compensation to Allied Health Care Professional hereunder.

B. Health Plans and Particiating Providers - It is contemplated that Health Plans shall primarily be health care service plans (HMOs) licensed by the California Department of Corporations under the Knox-Keene Health Care Service Plan Act of 1975, as amended (hereinafter the "Knox-Keene Act), and that certain Members shall either be residents of or work in the States of California or Oregon. By reason thereof, IPA anticipates entering into contracts with providers licensed in the State of California and residing in either the State of California or the State of Oregon. The IPA also anticipates entering into contracts with providers licensed in the State of Oregon or otherwise rendering Covered Services in that state. If this Agreement is such a contract, it is understood and agreed that compliance with all applicable legal requirements or prohibitions of both states shall be an express condition precedent to the enforceability hereof and the rights, duties and obligations of the parties hereunder. Such legal requirements or prohibitions shall include but are not limited to the requirement or ability of IPA or any Health Plan to register as a foreign corporation in the State of Oregon or otherwise to comply with applicable laws and regulations of that state or its regulatory agencies.

C. Participation by Allied Health Care Professional - Allied Health Care Professional agrees to provide for Members those Covered Services as may be appropriate and provided in the Members' respective Service Agreement. As a condition to providing Covered Services, it is understood and agreed that Allied Health Care Professional shall meet IPA participation requirements which shall be in accordance with and subject to any applicable Service Agreement and that, in the event of conflict between this Agreement and the Service Agreement, the Service Agreement shall be controlling. It is further agreed that participation by Allied Health Care Professional in IPA with respect to any Health Plan shall be conditioned on execution by Allied Health Care Professional of any participation agreements required by that Health Plan. Allied Health Care Professional shall recognize and abide by the interpretation thereof by the authorized officers of IPA reserving all rights of appeal, if any, as may be set forth in the bylaws.

D. One Document - Allied Health Care Professional understands and agrees that IPA forms captioned "Universal Provider Application," "General Provisions" and "Malpractice Claims Information," shall be an integral part of this Agreement and they are incorporated herein by this reference. Allied Health Care Professional further understands and agrees that, as a condition precedent to IPA giving consideration to this Agreement, such forms must be fully completed and submitted to IPA, along with the other documentation referenced herein.

II. RELATIONSHIP OF THE PARTIES

A. Delivery of Services - The parties intend by this Agreement to facilitate the delivery of Covered Services within Allied Health Care Professional's area of expertise or specialty to Members of contracting Health Plans under the terms of this Agreement. In doing so, the parties intend to assure the quality of health care, preserve the integrity of the patient/provider relationship and contain the cost of health care.

B. Allied Health Care Professional - Allied Health Care Professional desires to contract with IPA to provide Covered Services through the individual practice or professional corporation or other professional group on behalf of whom or which the undersigned individual is contracting. If Allied Health Care Professional is contracting as an individual, it is understood and agreed that he or she is doing so to provide and be paid for Covered Serves and that Allied Health Care Professional is not acquiring an ownership interest in IPA by reason of entering into this Agreement. If Allied Health Care Professional is contracting as a professional corporation or other professional group, Allied Health Care Professional shall submit with this Agreement the information specified in the previous paragraph on all persons in the corporation or group who shall be providing Covered Services hereunder and this Agreement shall be binding upon them. Furthermore, it is anticipated that Covered Services rendered hereunder shall be billed by and through such professional corporation or group. In consideration of the foregoing and as the context requires under this Agreement, any reference to Allied Health Care Professional herein shall also be deemed to be a reference to the individual providers who may comprise or be a part of the professional corporation or group.

C. Relationship of ALLIED HEALTH CARE PROFESSIONAL and IPA - In rendering health care services to Allied Health Care Professional's own patients or to the patients of such other providers or medical groups, Allied Health Care Professional shall neither represent nor imply in any way that such medical services are being rendered by or on behalf of IPA.

D. Power of Attorney - Allied Health Care Professional understands and agrees that IPA shall have a power of attorney and concomitant authority to serve as attorney-in-fact for Allied Health Care Professional and all individual providers who are part of Allied Health Care Professional's professional corporation or group, if any, for purposes of negotiating and entering into contracts with entities under which Allied Health Care Professional shall be providing services through IPA. IPA shall allow Allied Health Care Professional to review any agreement, contract or statement of policy under which Allied Health Care Professional is required to provide Covered Services.

E. Participation in Health Plans - Allied Health Care Professional shall participate in all programs of IPA unless a Service Agreement contractually excludes services of Allied Health Care Professional

or unless IPA is required to limit or define its provider panel with respect to a Health Plan whereupon Allied Health Care Professional's participation may thereby be limited or terminated with respect to such Health Plan, subject to Allied Health Care Professional's rights of appeal, if any, or unless a Service Agreement with a Health Plan allows Allied Health Care Professional to opt out of or refuse to participate in IPA with respect thereto.

F. Relationship With Health Plan - Notwithstanding any other provision of this Agreement, in the event that a Health Plan notifies IPA that the plan wishes to remove Allied Health Care Professional from the plan roster, IPA shall have the right to terminate Allied Health Care Professional's participation in that plan in IPA's sole and absolute discretion. If the determination results in termination from IPA for a "medical disciplinary cause or reason" as defined in California Business and Professions Code section 805, Allied Health Care Professional shall be entitled to a hearing in accordance with applicable state law.

G. Compliance with Governing Documents - Allied Health Care Professional is familiar with the purposes of IPA and agrees to be bound by all of the provisions of the Articles of Incorporation of IPA or by its Bylaws, and all of the policies and procedures or other governing documents of IPA. Furthermore, Allied Health Care Professional shall be bound by any agreements, contracts or statements of policy entered into or adopted by IPA, peer review, quality assurance or other health care programs it may undertake or sponsor. If Allied Health Care Professional violates any of the provisions of the Articles of Incorporation, its Bylaws, or IPA's Policies and Procedures, or any of the principles of professional conduct adopted by IPA, or acts contrary to or in violation of any IPA contracts or agreements, Allied Health Care Professional may have all contractual rights under this Agreement terminated. Copies of IPA's Articles of Incorporation, Bylaws, and Policies and Procedures are available to Allied Health Care Professional upon request.

H. Independent Parties - None of the provisions of this Agreement are intended to create nor shall any be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of the Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, the employees, or representative of the other, nor shall Allied Health Care Professional be deemed to hold any proprietary rights or ownership interest in IPA.

III. PARTICIPATION CRITERIA, CREDENTIALING AND RECREDENTIALING

A. Credentialing and Recredentialing - Allied Health Care Professional agrees to cooperate fully in the credentialing and recredentialing processes of IPA or Health Plan and, upon request by IPA or Health Plan, shall authorize disclosure of information, access to facilities upon reasonable notice, and access to records pertaining to licensure, hospital staff privileges, and other information as may be reasonably necessary with respect to such credentialing and recredentialing.

B. Provision of Information - In connection with any credentialing and recredentialing performed by or on behalf of IPA with respect to its participating providers, Allied Health Care Professional shall have the burden of producing accurate and adequate information for a proper evaluation of his or

her experience, background, training, demonstrated ability, utilization patterns, malpractice activity, physical and mental health status, and all other qualifications specified in IPA'S Credentialing Procedures and for resolving any doubts about these matters. The provision of information containing significant misrepresentations or omissions and/or a failure to sustain the burden of producing adequate information shall be grounds for denial of Allied Health Care Professional's application or termination of his or her participation in IPA.

C. Licensure - During the entire term of this Agreement Allied Health Care Professional shall maintain professioanl licensure or certification as appropriate for the scope of services provided.

D. Professional Liability Coverage - Allied Health Care Professional shall be responsible for providing liability insurance coverage for professional health care services rendered to Members. Limits of said coverage are specified in Section VIII. of this Agreement.

E. Hospital Staff Membership - During the entire term of this Agreement, IPA may require Allied Health Care Professional to be and remain a member in good standing of the medical staff of a Hospital or other appropriate health care facility as appropriate for the Allied Health Care Professional's specialty. Loss of staff membership or the loss, impairment, suspension, or reduction of privileges at the facility shall, at the option of IPA, immediately terminate this Agreement, whereupon it shall become null and void and of no further force or effect, except as otherwise provided herein, without regard to whether or not such loss of membership or loss, impairment, suspension, or reduction of privileges has been finally adjudicated.

F. Training and Experience - Allied Health Care Professional shall have training and experience in the field in which he or she practices and shall be generally recognized by IPA and the allied health care community within Allied Health Care Professional's area of licensure as being skilled in his or her area of expertise or specialty.

G. Notification - Allied Health Care Professional agrees to notify IPA within five (5) days of the occurrence of any of the following:

(1) Allied Health Care Professional's license to practice in California, or Oregon (if applicable), is lost, restricted or suspended.

(2) Hospital or other health care facility staff privileges are lost or restricted or they have been suspended for a cumulative total of 30 days or more for any 12-month period.

(3) Any other situation arising which might materially affect the ability to carry out duties or obligations under this agreement.

(4) Business address or tax ID number is changed.

(5) Professional liability insurance is canceled or reduced for any reason.

(6) Dismissal, settlement, or entry of judgement in any malpractice action in which Allied Health Care Professional is named defendant.

IV. OBLIGATIONS OF ALLIED HEALTH CARE PROFESSIONAL

A. Medical Management - Allied Health Care Professional agrees to cooperate and participate with IPA in any utilization review programs, quality assurance, and grievance procedures, as may be established by IPA or Health Plan pursuant to the terms of IPA's Service Agreement with Health Plan. Allied Health Care Professional shall comply with all final determinations rendered by the utilization review programs, quality assurance, and grievance procedures adopted by IPA and Health Plan. These programs shall further contain a dispute resolution mechanism under which providers may submit disputes to the responsible Health Plan, and requiring the Health Plan to inform its providers upon contracting with the Health Plan, or upon change to these provisions, of the procedures for processing and resolving disputes, including the location and telephone number where information regarding disputes may be submitted. Descriptions of these programs shall be provided to Allied Health Care Professional upon request.

B. Referrals - Allied Health Care Professional agrees to abide by IPA policies and procedures governing referral of Members. Allied Health Care Professional agrees, in the treatment and care of Members, to use only participating health professionals, health facilities and other health care providers, unless approval for such non-participating professional or facility is specifically approved by IPA or Health Plan or an emergency situation exists. Furthermore, Allied Health Care Professional shall provide Covered Services to a Member only when Allied Health Care Professional has received an appropriate referral and authorization as provided in the Medical Management Policies and Procedures of IPA or Health Plan.

C. Hospitalization - Allied Health Care Professional shall admit a Member to a hospital (hereinafter "Hospital") or other inpatient facility under contract with IPA or the responsible Health Plan for the provision of services in a non-emergency or elective situation only upon first obtaining the necessary authorization by the Member's primary care physician or pursuant to the applicable utilization review program, IPA or the responsible Health Plan. Failure of Allied Health Care Professional to comply with this policy may result in IPA deducting the full amount of all monies due and owing for such services from Allied Health Care Professional’s future compensation.

D. Nondiscrimination - Except in accordance with the provisions, spirit and intent of this Agreement and the Service Agreement with Health Plan, and within the limits of Allied Health Care Professional's specialty, the Allied Health Care Professional agrees not to differentiate or discriminate in the treatment of Members nor to differentiate or discriminate in the treatment of Members because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, or age and to render health care services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to other patients.

E. Coverage - Allied Health Care Professional shall be responsible twenty-four (24) hours a day, seven (7) days a week for providing all Covered Services to Members in good standing with Allied Health Care Professional’s practice or call group. If Allied Health Care Professional is, for any reason, from time to time unable to provide Covered Services when and as needed, Allied Health Care Professional may secure the services of a qualified Covering Allied Health Care Professional who

shall render such Covered Services otherwise required of Allied Health Care Professional; provided, however, that the Covering Allied Health Care Professional so furnished must be a provider approved by IPA to provide Covered Services to Members. Allied Health Care Professional shall be solely responsible for securing the services of such Covering Allied Health Care Professional for those Covered Services provided to Members. Allied Health Care Professional shall insure that the Covering Allied Health Care Professional: (1) looks solely to Allied Health Care Professional for compensation; (2) shall accept IPA's peer review procedures; (3) shall not directly bill Members for Covered Services under any circumstances; (4) shall, prior to all elective hospitalizations obtain authorization in accordance with IPA's utilization management program; and (5) shall comply with the terms hereof.

F. Number of Members - Allied Health Care Professional may continue to provide professional health care services to Allied Health Care Professional's own patients, or to patients of other providers or medical groups, but shall accept Members from Health Plans as long as Allied Health Care Professional does not have in excess of the number of Members as IPA may determine is in accordance with community standards of practice or in accordance with applicable state and federal law. Once this level has been reached, Allied Health Care Professional shall provide IPA with a minimum of ninety (90) days' prior written notice of Allied Health Care Professional's intent to refuse to accept additional Members. Notwithstanding anything to the contrary in this Agreement, Allied Health Care Professional may request IPA and IPA shall assist Allied Health Care Professional to transfer Members to another Participating Allied Health Care Professional in the event Allied Health Care Professional is unable to provide effective health care to the Members.

G. Employees of ALLIED HEALTH CARE PROFESSIONAL - Allied Health Care Professional shall, at Allied Health Care Professional's sole cost and expense, employ such nonprofessional assistants or employees as Allied Health Care Professional deems necessary to perform Covered Services in Allied Health Care Professional's office. IPA may not control, direct, or supervise Allied Health Care Professional's assistants or employees in the performance of those Covered Services.

H. Release of Information - Allied Health Care Professional authorizes good faith disclosure as required by law by IPA of information which has a bearing on his or her professional competence, character, and ethical qualification to all hospitals, health care facilities and licensing or disciplinary boards that request such information.

V. COMPENSATION

A. Objective - IPA and Allied Health Care Professional agree that the objective of the compensation mechanism between IPA and Health Plan for Covered Services and the medical management policies and procedures is to promote appropriate utilization patterns and to enhance the delivery of such services.

B. Compensation - Allied Health Care Professional's compensation for services hereunder shall be pursuant to the compensation mechanism set forth in Exhibit "B" as may be attached hereto or as supplied to Allied Health Care Professional by IPA or Health Plan. Allied Health Care Professional

agrees to accept the payment under said rate structure as payment in full for the Covered Services rendered, subject to applicable co-payment, deductible or coinsurance as permitted by the Health Plan.

VI. BILLING

A. Financial Responsibilty - Allied Health Care Professional shall look only to IPA or Health Plan for compensation for medically necessary Covered Services and at no time shall Allied Health Care Professional seek compensation from Health Plan Members for such services except in the case of the co-payment or coinsurance permitted under Health Plan or in the case of billing for services not covered under the Health Plan. Allied Health Care Professional shall be responsible for the collection of such co-payments or coinsurance. In the event that revenues of IPA or Health Plan are insufficient to compensate Allied Health Care Professional hereunder, Allied Health Care Professional nevertheless agrees to furnish Covered Services to Members then being treated until treatment is completed or until satisfactory arrangements are otherwise made for continuing care of a Member.

B. Surcharge - Allied Health Care Professional understands and agrees that surcharges against Members are prohibited and IPA shall take appropriate action if such surcharges are utilized. A surcharge is an additional fee which is charged to a Member for a Covered Service but which is not approved by the Commissioner of Corporations or the Commissioner of Insurance, provided for under the applicable Member agreement and disclosed in the evidence of coverage or certificate of insurance.

C. Billing - Allied Health Care Professional shall bill IPA or the responsible Health Plan in accordance with the applicable Service Agreement for all Covered Services rendered to Members less the co-payment associated with such services regardless of whether such co-payments were actually collected. All billings shall be submitted to IPA within forty-five (45) days of services being rendered.

D. COB - Coordination of Benefits ("COB") refers to the determination of which two or more health benefit plans shall apply, either as primary or secondary coverage, for the rendition of hospital, surgical or medical services to a Member. Such coordination is intended to preclude a Member from receiving an aggregate of more than one hundred percent (100%) of covered charges from all coverage. When the primary and secondary benefits are coordinated, determination of liability shall be in accordance with the usual procedures employed by the California Department of Insurance and applicable state regulations. Allied Health Care Professional agrees to coordinate with IPA for proper determination of COB and to bill and collect from other payors such charges the other payor is responsible for. Allied Health Care Professional agrees to cooperate in providing for effective implementation of the provisions relating to coordination of benefits and other third party claims and to report all collections received in accordance with these provisions.

E. Scope of Billings - Any professional health care services rendered by Allied Health Care Professional outside the scope of this Agreement shall not be billed by or through IPA.

VII. RECORDS

A. Maintaining Records - Allied Health Care Professional agrees to cooperate with IPA and Health Plan in maintaining and providing medical histories, financial, administrative and other records.

B. Access To and Provision of Records - Allied Health Care Professional agrees to cooperate with IPA to enable IPA to fulfill its obligations under the Service Agreements with Health Plans pursuant to applicable requirements of the Department of Insurance, the Department of Corporations, the Medical Board of California or such other agencies as may assert jurisdiction over IPA. If Health Plan is licensed under the Department of Insurance, Allied Health Care Professional agrees to comply with the provisions of the California Insurance Code, including Sections 10133, 10133.5 and regulations promulgated thereunder. If Health Plan is licensed under the Knox-Keene Act, Allied Health Care Professional agrees to the following: (1) to maintain such records and provide such information to Health Plan or to the Commissioner of Corporations for compliance with the provision of the Knox-Keene Act and regulations issued pursuant thereto, such obligations not being terminated upon a termination of this Agreement, whether by rescission or otherwise, and (2) to permit access to Health Plan upon reasonable notice to the books, records, and other papers relating to health care services rendered by Allied Health Care Professional and the associated costs thereof. Allied Health Care Professional agrees to cooperate with IPA with respect to the foregoing by maintaining such records and providing such information at no cost and by permitting such access to Allied Health Care Professional's books, billing records and other associated papers which will allow IPA to fulfill its contractual and statutory obligations.

C. Confidentiality - IPA and Allied Health Care Professional agree that records of Health Plan Members shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. This includes release of records only upon receipt of a valid release form signed by the patient.

D. Record Retention - Allied Health Care Professional agrees to retain records for two years. Such obligations shall not be terminated upon a termination of this Agreement whether by rescission or otherwise.

VIII. PROFESSIONAL LIABILITY

A. Professional Liability Coverage - Allied Health Care Professional shall provide and maintain such policies of malpractice insurance or other such program of professional liability coverage as may be acceptable to IPA and Health Plan and as shall be necessary to insure Allied Health Care Professional and Allied Health Care Professional's employees against any claim or claims for damages arising by reason of personal injuries or death, occasioned directly or indirectly, in connection with the performance of any service by Allied Health Care Professional or Allied Health Care Professional's employees or agents. The amounts and extent of such insurance coverage shall be subject to the approval of IPA and Health Plan. Thirty (30) days notice shall be given to IPA prior to the cancellation, modification or termination of any general or professional liability coverage, otherwise, IPA shall be given prompt notice thereof.

B. Limits of Coverage - Unless covered by such other program that is acceptable to IPA, Allied Health Care Professional shall maintain per claim and aggregate professional liability insurance in amounts not less than those stated in Exhibit A of this Agreement. Higher limits may be required by certain Health Plans contracting with IPA and it is understood that Allied Health Care Professional may not be eligible to provide services under their programs if Allied Health Care Professional does not maintain the required insurance coverage.

C. Proof of Coverage - Allied Health Care Professional shall submit evidance of coverage as required/requested by IPA.

D. Disclosure of Liability Actions - Allied Health Care Professional shall furnish IPA with all information relative to any claims or actions filed against Allied Health Care Professional for professional liability or disciplinary action by any state or local board, and Allied Health Care Professional shall obtain from his or her professional liability insurance carrier and provide to IPA any and all information regarding insurance coverage, claims and actions against Allied Health Care Professional.

E. Indemnification - IPA shall not be liable, responsible, or accountable in damages or otherwise to the undersigned for any act or omission performed or omitted by the corporation in good faith and in a manner reasonably believed by it to be within the scope of the authority granted to it by this Agreement; provided, however, that IPA is not guilty of gross negligence, willful or wanton misconduct, fraud or bad faith with respect to such acts or omissions.

IX. TERM AND TERMINATION

A. Term - The term of this Agreement shall commence either on the date that all conditions precedent to the effectiveness hereof are fully satisfied or upon IPA entering into a Service Agreement that is applicable to Allied Health Care Professional. The Agreement shall be effective until the end of IPA's fiscal year whereupon the terms hereof shall be automatically extended from year to year unless terminated by either party as provided herein.

B. Termination Without Cause - Either party may terminate this Agreement with written notice given at least ninty (90) days in advance of such termination or such other period of time as required by the applicable Service Agreement. Allied Health Care Professional shall continue to provide services under the terms contained herein during the notice period. At the end of the notice period, Allied Health Care Professional shall cease to have any obligation or right to continue participation in IPA.

C. Termination for Cause - Notwithstanding any other provision of this Agreement, IPA shall have the right to cancel this Agreement immediately for cause which shall include, without limitation; (1) failure to provide health care in accordance with generally accepted practices; (2) failure to follow policies and procedures adopted by IPA, (3) failure to comply with the terms of contracts pursuant to which services are provided, (4) failure to follow utilization review guidelines, (5) loss or suspension of license, (6) reduction or cancellation of errors and omissions insurance such that it falls below the minimum required by IPA, (7) conviction of any felony for a crime related to Allied Health Care Professional's practice or involving moral turpitude, (8) program abuses, including

excessive and redundant testing, provision of clinically unnecessary treatment, fraud or abuse, receipt of an excessive number of denial letters or (9) health status which impairs the ability to practice in Allied Health Care Professional's area of expertise or specialty.

D. Termination Via Termination of Service Agreement - In the event that a Services Agreement is terminated for any reason, IPA may terminate this Agreement on thirty (30) days' prior written notice to Allied Health Care Professional or such shorter notice given in termination of the Service Agreement.

E. Provision of Services Post-Termination - Allied Health Care Professional shall continue to provide Covered Services to a Member who is receiving Covered Services from Allied Health Care Professional on the effective termination date of this Agreement until the Covered Services being rendered to the Member by Allied Health Care Professional are completed (consistent with existing ethical/legal requirements for providing continuity of care to a patient), or until reasonable and appropriate provisions are made for the assumption of such Covered Services by another participating Allied Health Care Professional. IPA shall compensate Allied Health Care Professional for those Covered Services provided to a Member pursuant to this section (prior to and following the effective termination date of this Agreement) in accordance with a compensation structure noted herein.

X. MISCELLANEOUS

A. Modifications - This Agreement may be amended by IPA upon giving thirty (30) days' written notice to Allied Health Care Professional of such proposed amendment. The continued participation in the program by Allied Health Care Professional without objection within the thirty (30) day period shall constitute Allied Health Care Professional's approval of such amendment.

B. Modifications Via Service Agreement or Regulatory Modificaitons - In the event IPA enters into a Service Agreement, Allied Health Care Professional agrees that this Agreement shall be subject to amendment, modification, or termination of IPA's Service Agreement with Health Plan and shall further be subject to any amendment, modification or termination required by or in accordance with applicable law or directives of the Department of Insurance, the Department of Corporations, the Medical Board of California or such other agencies as may assert jurisdiction over IPA. Written notice to Allied Health Care Professional which sets forth all such modifications with respect to any such Service Agreement with the contracting Health Plan and the persons covered thereunder shall be provided by IPA. Allied Health Care Professional shall be deemed to have accepted the amendment to this Agreement with respect to such additional Service Agreement unless Allied Health Care Professional provides notice of termination as provided herein.

C. Assignment - IPA shall have the right to assign this Agreement at any time without obtaining the consent of Allied Health Care Professional by reason of reorganization of IPA. However, this Agreement being intended to secure the services of Allied Health Care Professional, shall not be assigned, sublet, delegated or transferred by Allied Health Care Professional without the prior written consent of IPA.

D. Waiver of Provisions - The waiver by either party of a breach or violation of any provision of this Agreement shall not thereby modify this Agreement or be construed to be a waiver of any subsequent breach thereof.

E. Arbitration - In the event any dispute shall arise with respect to the performance or interpretation of any of the terms of this Agreement, all matters in controversy shall be submitted to a Board of Arbitrators consisting of three (3) members (one selected by the Allied Health Care Professional, one selected by IPA and the third elected by the two previously chosen arbitrators). Both parties expressly covenant and agree to be bound by the decision of the arbitrators as a final determination of the matter in dispute. The parties shall share the cost of arbitration equally. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any fees or costs of such arbitration shall be shared equally by the parties unless otherwise assessed by the arbitrators. Any administrative fee required shall be advanced by the party initiating the arbitration, subject to final apportionment by the arbitrators in their reward. Unless excluded under Allied Health Care Professional's malpractice insurance, Allied Health Care Professional further agrees to arbitrate any negligence claim of a Member when required by the Service Agreement of the Health Plan covering that Member.

F. Governing Law - This Agreement shall be governed in all respects by the laws of the state of California and, if applicable, the laws of the state of Oregon and the Federal Health Maintenance Organization Act under 42 U.S.C. 300e, et seq.

G. Severability - The invalidity or unenforceability of any terms or conditions hereof, in no way affect the validity or enforceability of any other term or provision in this Agreement.

H. Notice - Any notice required to be given pursuant to the terms and provisions hereof shall be sent to IPA or to Allied Health Care Professional by certified mail, return receipt requested, postage prepaid, or by facsimile, at their respective addresses or telephone numbers as provided by the parties on the signature page of this Agreement.

I. Use of Names - Allied Health Care Professional agrees that Health Plan may use Allied Health Care Professional's name, business address, phone number, and type of practice in the Health Plan provider roster of Allied Health Care Professional participants. This roster may be inspected by and is intended for the use of enrolled Members, prospective Health Plan subscribers, IPA Participating Allied Health Care Professionals, non-IPA member Consulting Allied Health Care Professionals and prospective IPA Participating Allied Health Care Professionals.

J. Entire Agreement - This Agreement contains the entire agreement between the parties. Any amendments or modifications to this Agreement shall be in writing and signed by both parties.

IN WITNESS THEREOF, the undersigned have executed this Agreement as of the date hereinafter set forth.

Humboldt Independent Practice Association

_____
Signature Date

_____
Type or Print Name

_____
Title

2662 Harris St
Address

Eureka, CA 95503
City, State, Zip

Allied Health Care Professional

_____
Signature Date

_____
Type or Print Name

_____
Title

_____
Address

_____
City, State, Zip

_____
Name of Corporation
(if applicable)

Exhibit A
Allied Health Care Professional
Limits of Professional Liability Coverage

Unless covered by such other program that is acceptable to IPA, Allied Health Care Professional shall maintain per claim and aggregate professional liability insurance in amounts not less than $1,000,000 and $3,000,000 respectively. Higher limits may be required by certain Health Plans contracting with IPA and it is understood that Allied Health Care Professional may not be eligible to provide services under their programs if Allied Health Care Professional does not maintain the required insurance coverage.

Exhibit B
IPA Compensation
Effective for dates of services beginning 03/01/2019

All Health Plans

IPA payments are subject to the IPA's Payment Policies and Rules below, the Claims Settlement Practices and Dispute Resolution Policy available at www.humboldtipa.com, and all health plan benefit limitations, copayments and deductibles. Providers are given 90 days written notice of changes in reimbursement.

HMO Plan Compensation

IPA compensation for most services is subject to a quarterly zero-based budget (ZBB) withholds which are reviewed and approved by the IPA Executive Committee. Primary Care Physicians capitated services along with all drugs, supplies, and laboratory services are exempt from the ZBB withhold. A list of capitated and ZBB-sensitive service are available upon request. The ZBB withhold is based on the total maximum allowed amount for ZBB-sensitive service claims received during the month and the total HMO funds received by the IPA less PCP capitation payments and non-ZBB claims paid.

The following health plans are currently contracted with the Humboldt IPA:

- Anthem Blue Cross HMO Health Plan
- Blue Shield CalPERS HMO Health Plan

Service	Allowed Amount
Anesthesia	$44.00 per ASA Unit
Clinical Lab (80000-87999)	110% of Local 2018 Medicare
All Other Services	148% of Local 2018 Medicare
Injectables and Immunizations	100% of Average Sales Price
DME, Orthotics, and Supplies	100% Local Current Medicare

Allowed amounts for new CPT codes will be based on the original Local Medicare rate assigned times the multiplier.

For rates not currently published by Medicare, the IPA will reimburse provider at seventy percent (70%) of current billed charges.

PPO Plan Compensation

The following PPO health plans are currently contracted with the Humboldt IPA:

- Blue Lake Rancheria Health Plan
- UIHS PRC

Service	Allowed Amount
Anesthesia	$47.00 per ASA Unit
Clinical Lab (80000-87999)	110% of Local 2018 Medicare
All Other Services	130% of Local 2018 Medicare

Injectables and Immunizations	100% of Average Sales Price
DME, Orthotics, and Supplies	100% Local Current Medicare

Allowed amounts for new CPT codes will be based on the original Local Medicare rate assigned times the multiplier.

For rates not currently published by Medicare, the IPA will reimburse provider at seventy percent (70%) of current billed charges.

Payment Policies and Rules

The *Virtual Examiner* program will be used to implement Medicare and Current Procedural Terminology coding policies. The Executive Committee approves all exceptions to these rules and they are as follows:

Modifiers - Codes that are *not* exempt from modifier-51 will be priced as follows: 100% of allowable for primary code, 50% of allowable for second code, and 25% of the allowable for all additional codes. Services subject to modifier 78 will be priced at 75% of the allowable.

Retroactively Approved, Non-urgent Services - Claims for services authorized retroactively for medically necessary services that could have been authorized in advance or within days of the date service will be allowed amount at 50% of the regular rate.

Excisions with Layered Closure – In order to eliminate duplicate payment for the same service, when a layered closure is billed with an excision, the allowed amount for the excision will be reduced by the amount allowed for a simple closure (which is included in the excision reimbursement).

Advanced Practice Clinicians – Payments are based on the same rate allowed for physicians except when an APC assists in surgery, they are paid based on 10% of the amount allowed for the primary surgeon.

Evaluation and Management Codes Billed with Modifier-25 are paid when billed with a procedure when a separate and distinct diagnosis is billed with the E&M code. *(Exec. 1/16/2008)*

Professional component of X-rays and other tests will be paid when provided with an E&M visit on the same day. (*Exec. 05-21-2008)*

Diagnosis codes - Virtual Examiner diagnosis code related edits will not be used as a basis for claims adjudication. *(Exec. 04-16-2008)*

Exhibit C
Allied Health Care Professional
Medicare Participation & Opt-Out

The Humboldt IPA prohibits employment or contracting with practitioners (or entities that employ or contract with such practitioners) who are excluded/sanctioned from participation under Medicare. Moreover, the IPA prohibits employment or contracting with practitioners (or entities that employ or contract with such practitioners) who “opt-out” of Medicare. The IPA will conduct a search of the CMS Opt-Out Affidavids list (dta.cms.gov) at least quarterly. It is understood that the practitioner may be terminated from the IPA provider panel if the practitioner does not maintain Medicare participation.