

VIVA HEALTH, INC.
ALLIED HEALTH PROFESSIONAL AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into this the _____ day of _____, 20__ (the "Effective Date"), by and between VIVA Health, Inc., a corporation organized under the laws of, and licensed as a health maintenance organization in, the State of Alabama ("VIVA Health"), and the Allied Health Professional, as such term is defined herein, identified on the signature page hereto (hereinafter referred to as "AHP"). On the Effective Date, this Agreement shall supersede and replace any existing agreement(s) between the parties relating to the same subject matter.

RECITALS

WHEREAS, VIVA Health is a health maintenance organization duly organized in the State of Alabama that arranges for the provision of medical and health services through licensed or otherwise qualified health care professionals, including Allied Health Professionals, and institutional providers and promotes efficient and high quality patient care to Covered Persons, as such term is defined herein;

WHEREAS, AHP represents that he/she is in good standing in the medical community, has an unrestricted license or is otherwise authorized and qualified to provide health care services within his/her specialty in the State of Alabama and in such other state(s) in which AHP provides services pursuant to this Agreement and satisfies VIVA Health's credentialing requirements as determined by VIVA Health; and

WHEREAS, VIVA Health and AHP mutually desire to enter into an agreement whereby AHP shall provide certain health services to Covered Persons, as defined herein, in a manner which preserves and enhances patient dignity.

NOW, THEREFORE, in consideration of: (i) the foregoing recitals which are adopted as part of this Agreement, (ii) the promises and mutual covenants herein contained, and (iii) other good and valuable consideration, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. DEFINITIONS

A. Allied Health Professional means a non-physician health care professional who is licensed or is otherwise authorized and qualified through training and experience to provide health care services either independently or in a medical support role under the direction and supervision/collaboration of a physician or other health care professional. Allied Health Professionals may include, but are not limited to, the following: nurse practitioners, professional nurses, certified registered nurse anesthetists, physician assistants, physical or occupational therapists, speech-language pathologists, and audiologists.

B. AHP means the Allied Health Professional who, through execution of this Agreement, agrees to provide certain health services to Covered Persons in accordance with the applicable Plan.

C. Covered Person means any person for which VIVA Health has a legal obligation to pay for the furnishing of Covered Services. Covered Persons shall include and are limited to those persons enrolled in the Plans listed in Attachment A.

D. Covered Services mean those medical and hospital services and benefits to which Covered Persons are entitled under the terms of an applicable Plan.

E. Emergency Services means services that are furnished by a provider qualified to furnish emergency services and which are necessary to evaluate and stabilize a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part. Emergency Services must be available in and out of the service area and shall include ambulance services for emergency care dispatched by 911, if available, or by the local government authority. Emergency Services shall be available 24 hours a day, seven days a week.

F. Medical Director means a physician who oversees medical aspects of a Plan, provides general coordination of the medical care provided through VIVA Health, implements and supervises VIVA Health's quality improvement program, medical management program and education requirements, implements and supervises VIVA Health's accreditation and credentialing process, and advises VIVA Health's governing body on the adoption and enforcement of policies concerning medical services, including medical necessity determinations. The Medical Director is duly licensed by the Medical Licensure Commission of Alabama. Alternately, the Medical Director may be employed by VIVA Health for up to 12 months without being duly licensed by the Medical Licensure Commission of Alabama if the Medical Director is eligible in all respects for licensure as an Alabama physician and has a current active application for licensure on file with the Medical Licensure Commission of Alabama.

G. Out of Pocket Costs means the out of pocket coinsurance, copayment, or deductible amounts paid by a Covered Person.

H. Plan or Plans mean the products or arrangements set forth in Attachment A hereto as may be amended from time to time by VIVA Health, together with the compensation schedule applicable to such product or arrangement. Additional products or arrangements may be added to Attachment A in accordance with Section IV(A) of this Agreement.

I. Plan Provider means a health professional, including AHP, or any other entity or institutional health provider, which is licensed or otherwise authorized by state law to provide health care services and has entered into a written agreement with VIVA Health to provide Covered Services to Covered Persons.

J. Primary Care Physician means a licensed doctor of medicine or osteopathy who has agreed to provide primary care services to Covered Persons and assumes primary responsibility for arranging and coordinating the overall health care of such Covered Persons who select or are assigned to physician. Primary Care Physicians generally include Family Practitioners, General Practitioners, Internists, and Pediatricians and may include Obstetricians/Gynecologists. The terms "Personal Care Provider" and "Primary Care Physician" are synonymous. Not all Plans require Covered Persons to select or be assigned to a Primary Care Physician.

K. Provider Manual shall have the meaning set forth in Section II(E) of this Agreement.

L. Specialty Care Physician means a duly licensed doctor of medicine, osteopathy, optometry, oral surgery, chiropractic medicine, or podiatry who is not a Primary Care Physician and who has entered into an agreement with VIVA Health to provide Covered Services to Covered Persons.

II. OBLIGATIONS OF VIVA HEALTH

A. Administrative Procedures. VIVA Health shall make available to AHP administrative procedures, including but not limited to those listed on Attachment A and in the Provider Manual described in Section II(E) below, in the areas of record keeping, reporting, and other administrative duties of the AHP under a Plan, which are hereby incorporated into this Agreement for all purposes. AHP agrees to abide by these administrative procedures.

B. Compensation. For all Covered Services provided to Covered Persons by AHP, VIVA Health shall pay AHP in accordance with the rates and terms set forth in Attachment A or in any applicable addendum hereto.

C. Support Materials and Programs. VIVA Health will make available to AHP a list of Plan Providers, products and benefit information. Additionally, VIVA Health will make available to AHP materials that serve, support, and educate AHP regarding the Plan(s) and AHP's role in VIVA Health under each Plan. In addition, VIVA Health agrees to make available to AHP upon request information regarding fee or charge levels for AHP's services, required billing formats or procedures, definitions of Covered Services, Out of Pocket Costs, if any, to be paid by Covered Persons, and such other information as may be necessary or reasonably requested by AHP in order to facilitate the provision of Covered Services to Covered Persons. Support Materials can be accessed on the VIVA Health website or by calling VIVA Health.

D. Insurance. VIVA Health shall procure and maintain or fund such policies of general liability insurance or a self-insurance program as shall be necessary to insure VIVA Health and its employees against any claim or claims for damages in connection with its performance under this Agreement.

E. Provider Manual. VIVA Health shall make available to AHP one or more Provider Manuals. The Provider Manuals are hereby incorporated into this Agreement for all purposes, which include, but are not limited to, utilization review, quality improvement, education, claims appeals, provider credentialing, recredentialing, sanctions, provider hearings and appeals, and complaint/grievance policies and requirements, as the same may be amended from time to time by VIVA Health in its sole and absolute discretion (collectively, the "Provider Manual"). The Provider Manual will be made available to AHP on VIVA Health's website, and AHP hereby agrees to consult the VIVA Health website for updates and/or revisions to the Provider Manual. The version of the Provider Manual on VIVA Health's website on the date the AHP provides Covered Services applies to those Covered Services.

F. Marketing. VIVA Health shall, either directly or through contractual arrangements, market the services of Plan Providers.

III. OBLIGATIONS OF AHP

A. Health Services.

1. AHP shall provide medically necessary Covered Services to Covered Persons under the terms of the applicable Plan, the Provider Manual, this Agreement and any amendments thereto, and consistent with accepted standards of care. AHP shall follow referral guidelines and perform administrative functions relating to the delivery of health services to Covered Persons in accordance with this Agreement, the terms of the applicable Plan, the Provider Manual, and applicable state and federal rules, regulations, and laws. To the extent required by the applicable Plan, the Provider Manual, or this

Agreement, AHP shall obtain prior authorization from VIVA Health prior to providing certain Covered Services to Covered Persons.

2. AHP shall not differentiate or discriminate in any way in the treatment of Covered Persons based on race, color, national origin, ancestry, religion, marital status, sexual orientation, gender, age, place of residence, health status, disability, source of payment, or any other legally protected category. AHP shall make AHP's services available to Covered Persons in the same manner, in accordance with the same standards, and with the same availability as to non-Covered Persons.

3. In the event that AHP shall provide a Covered Person non-Covered Services, AHP shall, prior to the provision of such non-Covered Services, inform the Covered Person in writing: (i) of the service(s) to be provided; (ii) that VIVA Health will not pay or be liable for said services, either in whole or in part; and (iii) that Covered Person will be financially liable to AHP for such non-Covered Services. In addition, AHP shall obtain the Covered Person's written agreement to accept financial responsibility for the non-Covered Services. If the provisions of this Section III(A)(3) are not followed, the Covered Person shall not be financially responsible for the non-Covered Services provided by AHP. If the provisions of this Section are followed and no alternate payment arrangements are agreed to in advance, Covered Person's liability for non-Covered Services shall be limited to the amount VIVA Health would have paid had the services been Covered Services.

4. If, under the term of any Plan, a Covered Person requires a referral for additional or ancillary services not available from AHP, AHP shall refer such Covered Person to another Plan Provider in accordance with this Agreement, the applicable quality assurance and utilization control procedures of the applicable Plan, the Provider Manual, and applicable state and federal rules, regulations, and laws.

5. In the event a Covered Person is referred by AHP to a provider who is not a Plan Provider, AHP shall contact VIVA Health prior to making such referral and provide VIVA Health with any information requested by VIVA Health in connection with such referral so that VIVA Health can determine whether the services are Covered Services and so that VIVA Health may maintain a referral tracking log if required by applicable state and federal rules, regulations, and laws. Notwithstanding the above, AHP may refer a Covered Person to a provider who is not a Plan Provider without prior authorization from VIVA Health for Emergency Services.

B. Office. AHP agrees to provide allied health care services in a facility satisfactory to VIVA Health and, if applicable, to employ a sufficient number of duly licensed personnel to enable AHP to provide allied health care services in a quality manner. VIVA Health may conduct on-site reviews of AHP's office as part of its credentialing, peer review, and quality assurance processes, and AHP hereby consents to such reviews. AHP shall notify VIVA Health of any office relocation or additional offices thirty (30) days in advance of the change.

C. Care of Covered Persons. AHP shall accept Covered Persons as patients without regard to the health status or health care needs of such Covered Persons, except as may be expressly permitted by VIVA Health. AHP may request in writing to VIVA Health that coverage for a Covered Person be transferred to another Plan Provider; provided, however that AHP shall not seek to have a Covered Person transferred for the convenience or financial benefit of the AHP.

D. Medical Direction and Supervision. To the extent required by and in accordance with state law, AHP's license, authorization to practice, or scope of practice, AHP shall provide allied health care services under the direction and supervision/collaboration of a Primary Care Physician, Specialty

Care Physician, or other Plan Provider. AHP shall abide by all orders, directions, and guidance given by the supervising Primary Care Physician, Specialty Care Physician, or other Plan Provider.

E. Charges to Covered Persons.

1. AHP agrees to accept as payment in full, for Covered Services he/she provides, the compensation specified in Attachment A. The Plan may require Covered Persons to pay to AHP Out of Pocket Costs for certain Covered Services. In such instance, AHP agrees to collect the applicable Out of Pocket Costs from Covered Persons. In addition, AHP may seek payment from Covered Persons for non-Covered Services provided by AHP pursuant to Section III(A)(3) of this Agreement.

2. AHP hereby agrees that in no event, including but not limited to, non-payment, VIVA Health insolvency, or breach of this Agreement, shall AHP bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Covered Person or persons other than VIVA Health acting on behalf of Covered Persons for Covered Services provided pursuant to this Agreement. This provision shall not prohibit collection of Out of Pocket Costs on VIVA Health's behalf made in accordance with the terms of the Certificate or Evidence of Coverage between VIVA Health and the Covered Person. AHP further agrees that (a) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Covered Persons, and that (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between AHP and Covered Persons or persons acting on the behalf of Covered Persons. AHP may not change, amend, or waive any provision of this Agreement without the prior written consent of VIVA Health. Any attempts to change, amend, or waive this Agreement without the prior written consent of VIVA Health are void.

3. AHP may not hold a Covered Person liable for the payment of fees that are the legal obligation of VIVA Health. However, this Section III(E) shall not prohibit AHP from collecting payment for non-Covered Services provided in accordance with Section III(A)(3) of this Agreement. If any amounts are mistakenly or erroneously collected from a Covered Person in violation of Section III(E)(2) above, such amounts shall be refunded by AHP to the Covered Person immediately.

4. AHP also agrees not to seek compensation from Covered Persons for services which would otherwise be Covered Services but with respect to which VIVA Health specifically refuses payment as a direct result of utilization review, case management or quality assurance procedures, except for charges permitted under Section III(A)(3) of this Agreement.

F. Records and Reports.

1. AHP shall maintain medical, financial, and other records with respect to the provision of care to Covered Persons provided under this Agreement. AHP shall provide such medical, financial and other records to VIVA Health and state and federal government agencies as may be necessary for compliance by VIVA Health with state and federal rules, regulations, and laws or accrediting bodies, as well as for Plan management purposes. In accordance with applicable state and federal laws, VIVA Health and authorized state and federal agencies, shall have access at reasonable times upon demand to the books, records, and papers of AHP relating to the health care services provided to Covered Persons, the billing and financial records for such services, and to payments billed or received by AHP from Covered Persons. AHP shall submit a sample of medical records for the validation of risk adjustment data, HEDIS data and other data, if required by or requested by VIVA Health to meet regulatory requirements. VIVA Health shall also have the right to inspect, at reasonable times, AHP's facilities and equipment for purposes of VIVA Health's credentialing, peer review and quality assurance programs.

2. AHP shall maintain a medical record for each Covered Person in accordance with the requirements established by any Plan, the Provider Manual, state and federal laws, and applicable ethical guidelines. Medical records of Covered Persons shall include reports from treating and referring providers, discharge summary, records of Emergency Services received by the Covered Person and such other information as may reasonably be required by VIVA Health. Medical records shall be maintained in a current, detailed, organized, and comprehensive manner. Medical records shall be legible and shall reflect all aspects of patient care completely and accurately. Medical records shall be signed by AHP and, if required by applicable rules, regulations, or laws, or by AHP's scope of practice, by the supervising/collaborating Primary Care Physician, Specialty Care Physician, or other Plan Provider, in a timely manner and in accordance with the requirements established by any Plan, the Provider Manual, state and federal laws, and applicable ethical guidelines. Medical records of Covered Persons shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. However, AHP shall provide up to one copy per year of a Covered Person's medical records to VIVA Health, upon the request of the Medical Director, and in accordance with applicable state and federal laws, at no charge to VIVA Health or the Covered Person. Additional copies of medical records shall be provided to VIVA Health upon payment of a reasonable charge, which shall not exceed the charges allowed by applicable state or federal law. AHP agrees not to seek compensation from Covered Persons for services denied by VIVA Health due to VIVA Health's inability to make a payment determination as a direct result of AHP's failure to provide VIVA Health with a copy of medical records within a reasonable time of VIVA Health requesting such records or in accordance with the timeframes set forth for the applicable Plan or in the Provider Manual.

G. Transfer of Records and Other Materials. In the event of:

1. termination of this Agreement,
2. the selection by a Covered Person of another Plan Provider in accordance with established procedures, or
3. the approval by VIVA Health of AHP's request to transfer a Covered Person from his/her practice to another VIVA Health Plan Provider, in accordance with applicable state and federal laws,

then AHP agrees to transfer copies of the Covered Person's medical records, x-rays, or other data to the Covered Person's new Plan Provider when requested to do so in writing by such professional, by the Covered Person, or by VIVA Health at the reasonable, customary and usual fee for such copies, which shall not exceed the fees allowed by applicable state and federal rules, regulations, or laws.

H. Provision of Services and Professional Requirements.

1. [Reserved]
2. At all times during the term of this Agreement, AHP hereby represents and warrants to VIVA Health as follows: (a) AHP shall maintain an unrestricted license or other adequate authorization or qualification to provide health care services within his/her specialty in the state or states in which AHP provides medical services to Covered Persons; (b) AHP shall satisfy VIVA Health's credentialing requirements; and (c) neither AHP nor any of his/her employees, contractors, or agents have been and throughout the term of this Agreement will not be suspended, excluded, barred or sanctioned by the Medicare or Medicaid programs or other federal or state program (as defined at 42 U.S.C. § 1320a-7b(f)) or convicted of a health care offense that falls within the ambit of 42 U.S.C. §§ 1320a-7(a) or 1320a-7(b).

3. AHP shall provide Emergency Services to Covered Persons without the requirement of prior authorization of any kind. AHP shall contact VIVA Health within 24 hours of the provision of Emergency Services or as soon as thereafter practical.

4. AHP agrees that all duties performed hereunder shall be consistent with the prevailing standard of care, and that such duties shall be performed in accordance with the customary rules of ethics and conduct of the bodies, formal or informal, governmental or otherwise, from which Allied Health Professionals seek advice and guidance or to which they are subject to licensing, authorization, and control.

5. AHP agrees that he/she will utilize such additional qualified personnel as are available and appropriate for effective and efficient delivery of health care and shall at all times be responsible for such personnel.

6. AHP agrees to participate in such programs of quality assurance, utilization review and continuing education as are required by VIVA Health, an applicable Plan, and state and federal regulatory authorities.

7. AHP agrees to notify VIVA Health within seven (7) days of the: (a) loss, restriction or recommended adverse action against his/her hospital privileges or prerogatives in any hospital; (b) loss, restriction or recommended adverse action against his/her license or authorization to provide health care services within his/her specialty; (c) suspension, exclusion, bar, or sanction of AHP or any of his/her employees, contractors, or agents by the Medicare or Medicaid programs or other federal or state program (as defined at 42 U.S.C. § 1320a-7b(f)) or conviction of AHP or any of his/her employees, contractors, or agents, of a health care offense that falls within the ambit of 42 U.S.C. §§ 1320a-7(a) or 1320a-7(b); or (d) loss or change in AHP's professional liability insurance policy. Upon the occurrence of any of these events, VIVA Health may elect to terminate this Agreement in accordance with Section IV(F)(1).

8. AHP agrees that, if AHP maintains hospital privileges or prerogatives, he/she will maintain such privileges or prerogatives with at least one hospital that is a Plan Provider.

9. AHP agrees to participate and cooperate in, and comply with VIVA Health's credentialing and recredentialing programs, as more particularly set forth in the Provider Manual.

10. AHP agrees to comply with all state and federal rules, regulations and laws governing health maintenance organizations, Medicare Advantage Plans (if AHP provides services to Covered Persons enrolled in VIVA Health's Medicare Advantage Plans), and Allied Health Professionals.

I. Insurance.

1. AHP shall procure and maintain such policies of general and professional liability (malpractice) insurance as shall be required by applicable law or otherwise necessary to insure AHP and his/her 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 AHP or his/her employees pursuant to this Agreement. The amounts and extent of such insurance coverage shall be subject to the approval of VIVA Health and shall not be less than \$1 million per claim and \$3 million aggregate. In the event AHP procures a claims made policy as distinguished from an occurrence policy, prior to termination of such insurance, AHP shall procure and maintain continuing so called "tail coverage", unless successor coverage provides continuing protection. AHP shall also maintain workers' compensation and other insurance as required by applicable law. AHP shall provide copies of

such insurance coverage to VIVA Health upon request. AHP shall promptly notify VIVA Health whenever a Covered Person files a claim against AHP in connection with Covered Services or if AHP experiences a loss or change in the insurance required under this Section III(I). Upon request by VIVA Health, AHP shall provide full details of the nature, circumstances, and disposition of such claims. With respect to the requirements regarding tail or continuation coverage and with respect to the notification requirements, this Section III(I) shall survive the termination of this Agreement regardless of the cause giving rise to termination.

2. AHP agrees to indemnify and hold VIVA Health harmless against any and all claims, demands, damages, liabilities and costs incurred due to AHP's failure to have a policy of professional liability (malpractice) insurance as required hereunder. VIVA Health shall not be contractually liable to pay any other person or entity for any act or omission of AHP.

J. Administration.

1. AHP agrees to cooperate and participate in any internal peer review program, including utilization review and quality assurance programs, as specified in the VIVA Health policies or in the Provider Manual, and any external audit systems, accreditation reviews, administrative and complaint/grievance/appeal procedures, and education requirements, as may be established or required by VIVA Health or state and federal rules, regulations, or laws. AHP understands and agrees that amounts payable to AHP for Covered Services will be forfeited to the extent that such services are determined in accordance with any applicable quality assurance or utilization control program to be or to have been medically unnecessary. AHP shall comply with all final determinations rendered by the peer review program or complaint/grievance/appeal mechanisms.

2. AHP agrees that VIVA Health and/or any entity designated by VIVA Health may use his/her name, address, phone number, type of practice, hospital affiliation, Medicaid participation status, and an indication of AHP's willingness to accept additional Covered Persons in advertising a Plan, and any other information if required by law or regulation. References to VIVA Health by AHP in any publicity, advertisements, notices or promotional materials or in any announcement to Covered Persons shall require the prior review and written approval of VIVA Health, which approval shall not be unreasonably withheld. This Section shall not restrict AHP from posting notices or signs to patients that he or she is a VIVA Health Plan Provider.

3. AHP shall be responsible for verifying the enrollment and eligibility status of a Covered Person with VIVA Health in accordance with the verification procedures set forth in the Provider Manual or the applicable Plan. AHP shall also be responsible for submitting claims for Covered Services and for billing and collecting for non-Covered Services and applicable Out of Pocket Costs in accordance with the terms of this Agreement, the Provider Manual, and applicable rules, regulations, policies, and procedures of regulatory bodies and third-party payors, including any claims formatting requirements. All claims must be submitted in accordance with VIVA Health requirements and within one hundred and eighty (180) days of the date of service. AHP further shall make available to VIVA Health the Covered Person's billing records as required by VIVA Health and shall obtain, if needed, any appropriate consent from the Covered Person to do so on forms provided by or acceptable to VIVA Health.

4. AHP agrees to cooperate and comply with the applicable VIVA Health drug formulary. If AHP prescribes a drug that is not on the formulary or that is subject to formulary restrictions (including but not limited to prior authorization, quantity limits, step therapy, Medicare Part B vs. Part D determinations), AHP shall cooperate with VIVA Health's process for coverage determinations and exceptions at no charge to the Covered Person.

5. AHP agrees to cooperate and follow the Provider Manual for issues and concerns regarding payments and denied claims. AHP should first inquire about claim denials or other concerns regarding payment by calling VIVA's Provider Customer Service Department. If the issue is not resolved after speaking with VIVA's Provider Customer Service Department, AHP may submit a written appeal to pay denied claims, to request additional payments, or otherwise to reprocess claims (an "Appeal"). A written Appeal must be submitted within 180 days of the date of the Explanation of Payment or, if a payment was sent, the date of the check. AHP must include with an Appeal request all information and documentation that the AHP wants to be considered. Appeals will generally be reviewed within 45 days of receipt and a written decision issued to AHP. An Appeal decision is not subject to further internal review by VIVA Health. AHP's having submitted an Appeal is a condition precedent to filing litigation or initiating arbitration. In any arbitration or other litigation, the AHP shall be limited to the information available to VIVA Health during the Appeal.

K. Accuracy of Information. AHP warrants and represents that all information and statements given to VIVA Health in applying for or maintaining this Agreement are true, accurate and complete. Any inaccurate or incomplete information or misrepresentation of information provided by AHP may result in the immediate termination of this Agreement pursuant to Section IV(F).

L. Participation in Plans. AHP hereby agrees and understands that by entering into this Agreement, VIVA Health does not represent or guarantee that AHP will be a participating provider in all Plans and VIVA Health hereby reserves the right to limit participation by AHP in any of its Plans.

M. Coordination of Benefits. AHP agrees to give assistance to VIVA Health when requested for purposes of coordinating benefits with primary insurance carriers. If VIVA Health is the primary insurance carrier, then AHP's compensation will be on the basis specified in this Agreement. If VIVA Health is not the primary insurance carrier, unless otherwise limited by applicable law, then any further reimbursement to AHP from VIVA Health will be limited to an amount which, when added to amounts charged to the primary carrier(s), equals the lower of the remaining balance due from the Covered Person or the amount which would have been payable to AHP were VIVA Health the primary insurance carrier, less applicable Out of Pocket Costs.

IV. MISCELLANEOUS

A. Modification of this Agreement. VIVA Health may amend this Agreement at any time upon thirty (30) days prior written notice to AHP, including the addition or removal of Plans. AHP's failure to object to the amendment within such thirty (30) day period shall be deemed to be acceptance of such amendment. The signature of AHP will not be required in order for any amendment to take effect. If AHP is dissatisfied with the proposed amendment, AHP may provide VIVA Health ninety (90) days prior written notice of termination of this Agreement any time during the thirty (30) day amendment notice period. If notice of termination is given in a timely manner, the proposed amendment will not take effect.

B. Interpretation and Other Provisions. This Agreement shall be governed by the laws of the State of Alabama. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or provisions. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

C. Assignment. VIVA Health may at any time assign its rights and obligations under this Agreement. Further, should the legal entity of VIVA Health change (e.g. be purchased or be the non-survivor in a merger), this Agreement will automatically be assigned to the new legal entity. This

Agreement, being intended to secure the personal services of AHP, shall not be assigned, sublet, delegated or transferred by AHP without the prior written consent of VIVA Health.

D. Notice. Except as otherwise set forth herein, all notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered: (i) personally, (ii) by pre-paid, first class, certified or registered mail, return receipt requested, (iii) by priority overnight national express courier service, or (iv) by facsimile transmission (followed by a hardcopy by U.S. mail or priority overnight delivery as aforesaid), to the intended recipient thereof at its address or facsimile number set forth below. Notwithstanding the above, VIVA Health's newsletters, mass mailings, and notices regarding modifications or amendments to this Agreement and/or the Provider Manual shall be delivered personally, sent by U.S. mail, and/or placed on the VIVA Health website. Any notice, demand or communication shall be deemed to have been duly given: (i) immediately if delivered personally, (ii) upon receipt if mailed by certified mail, return receipt requested, (iii) the business day after delivery to a national express courier service, (iv) the third business day after delivery to the U.S. mail service, (v) immediately after being placed on the VIVA Health website, or (vi) if given by confirmed facsimile, immediately if received by recipient during its normal business hours on a business day or, if not, at the beginning of recipient's business on the next business day. The addresses and facsimile numbers of the parties for purposes of this Agreement are:

If to VIVA Health: 417 20th Street North, Suite 1100
Birmingham, Alabama 35203
Attention: Chief Executive Officer
Phone: (____) _____
Fax: (____) _____

If to AHP: Addressed to the AHP at the address listed beneath AHP's signature on this Agreement.

or to such other address as shall be furnished in writing by either party to the other party in accordance with this Section.

E. Relationship of Parties. None of the provisions of this Agreement are intended to create nor shall 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 this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer or representative of the other, except as specifically provided herein. Nothing contained in this Agreement shall be construed to restrict communication between AHP and Covered Persons in any way. VIVA Health encourages AHP to discuss all available treatment options with Covered Persons.

F. Term and Termination. The initial term of the Agreement shall take effect on the Effective Date noted above, and continue in effect for one (1) year unless terminated as provided herein and shall be automatically renewed thereafter for additional one (1) year terms, subject to certification of AHP by the VIVA Health Credentials Committee and confirmation by the VIVA Health Board of Directors, or its designee. If certification and confirmation are not obtained, this Agreement shall automatically terminate and shall be considered null and void and without effect.

1. This Agreement may be terminated with or without cause by either party at any time by written notice given at least ninety (90) days in advance of such termination. Notwithstanding the prior sentence, this Agreement may be terminated at any time by VIVA Health with cause effective immediately upon written notice if AHP's license or authorization to provide allied health care services is

terminated, suspended, or restricted or if AHP violates Sections III(E), III(F), III(H), III(I), III(J)(1), III(K), IV(H), IV(N), or IV(O) herein, or Attachment B, as applicable.

2. Upon termination, the rights of each party hereunder shall terminate; provided, however, that such action shall not release AHP or VIVA Health of their obligations with respect to:

- (a) payments accrued to AHP prior to termination;
 - (b) AHP's agreement not to seek compensation from Covered Persons for Covered Services provided prior to termination;
 - (c) the continuation of AHP's care pursuant to the terms of this Agreement, including compensation terms, for his/her then Covered Person patients, at VIVA Health's option, for up to 180 days subsequent to such termination or the expiration of any such Covered Person's current enrollment year, whichever is shorter;
 - (d) the parties' agreement to submit disputes or controversies to arbitration pursuant to Section IV(K);
 - (e) AHP's agreement to keep certain information confidential pursuant to Section IV(N);
 - (f) AHP's agreement to maintain appropriate medical and other records and provide VIVA Health and state and federal agencies access to those records;
 - (g) AHP's agreement to maintain continuing professional liability insurance;
- and
- (h) any other rights and obligations which by their terms survive termination of this Agreement.

Upon notice of termination, AHP shall cooperate fully with VIVA Health protocols, if any, in the transfer of Covered Persons assigned to him/her to other Plan Providers, should VIVA Health so direct and if medically appropriate.

3. All termination or non-credentiaing decisions by VIVA Health shall afford the AHP the hearing and appeal rights, if any, as set forth in the Provider Manual.

G. Headings. The headings in this Agreement are inserted merely for the purpose of convenience and do not limit, define or extend the specific terms so designated.

H. Professional Standards. During the term of this Agreement, AHP warrants that he/she, and his/her employees, will be bound by and comply with all applicable local, state, and federal laws, regulations, and standards of professional ethics and practices, and the policies and rules and regulations of VIVA Health, including, but not limited to, those authorized by VIVA Health committees or set forth in this Agreement, the terms of the Plans, and the Provider Manual, as amended and in effect from time to time. During the term of this Agreement, VIVA Health warrants that it will be in compliance with all applicable local, state and federal laws relating to its operations. Copies of VIVA Health's policies, rules and regulations will be made available to AHP upon request.

I. Nonexclusive Agreement. Nothing contained in this Agreement shall prevent AHP from rendering health care services on a fee-for-service basis or pursuant to other contractual arrangements. Nothing in this Agreement shall prevent VIVA Health from entering into contractual relationships with other Allied Health Professionals.

J. Relationship with Patients. VIVA Health recognizes that the AHP's relationship with patients is a personal relationship. However, if a Covered Person is dissatisfied with his/her AHP, the Covered Person may be allowed to switch to another Plan Provider under the terms of the applicable Plan, and AHP shall not hinder or interfere with such change.

K. Dispute Resolution. VIVA Health and AHP will work together in good faith to resolve any disputes arising from their business relationship. For disputes concerning payments and denied claims, the parties agree to follow the administrative Appeals described in Section III(J)(5) above. For all other disputes, the parties agree to send written notice of the dispute to the other party before initiating any arbitration or other legal action. If a dispute concerning payment or a denied claim is not resolved through the administrative Appeal or, for any other dispute, within 30 days of the written notice, the parties shall submit any dispute to binding arbitration; provided, however, in no event may arbitration be initiated more than one (1) year following the sending of the written Appeal of a denied claim or of the written notice of any other dispute. If the dispute pertains to a matter that is generally administered by certain VIVA Health procedures, such as those in the Provider Manual, the procedures set forth therein must be fully exhausted by AHP before AHP may invoke his/her right to arbitration under this Section. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies. Provisions for arbitration shall be as follows:

1. *Disputes Covered.* The agreement of the parties to arbitrate covers all disputes of every kind, including any type of disagreement or claim, arising out of or relating to this Agreement or the relationship between the parties hereto. Disputes include all actions for breach of contract, for breach of any statute, for any claim based on tort, or for any other causes of action. As to all disputes, the parties agree not to assert class action claims in court, in arbitration or in any other forum. In addition, the arbitrator selected according to the procedures set forth below shall determine the arbitrability of any matter brought to him/her, and his/her decision shall be binding on the parties and on the courts.

2. *Forum.* Forum for arbitration shall be Birmingham, Alabama, unless the parties agree on another location.

3. *Law.* Governing law shall be the law of the State of Alabama, without regard to conflicts or choice of law principles.

4. *Selection of Arbitrator.* Unless the parties hereto are able to agree on a single arbitrator within twenty (20) days after the initiation of an arbitration proceeding, the arbitrator shall be appointed in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision in writing of the arbitrator shall be final and binding upon the parties.

5. *Administration.* Arbitration shall be administered by the American Arbitration Association, unless otherwise agreed to by the parties.

6. *Rules.* Rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties hereto may agree upon at the time, except that each party hereto shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts, but only within such time period and to such degree as shall be permitted by the arbitrator. In the event of

any conflict between those Rules and the provisions of this Section, the provisions of this Section shall prevail. The arbitrator shall not modify the terms of this Agreement.

7. *Remedies; Award.* The arbitrator shall give a written explanation of the reasons for his/her award. The arbitrator shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the jurisdiction; provided, however, that the arbitrator shall have no authority to award any punitive or exemplary damages. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

8. *Costs.* The arbitrator shall have discretion to impose the costs of the arbitration, including the expense of the arbitrator, fees of the arbitrator, hearing expenses and related costs and expenses, upon the losing party, or to divide it between the parties on any terms which may appear just.

9. *Injunctive Relief.* The sole exception to the arbitration provisions set forth herein involves a suit brought on behalf of either party seeking a temporary restraining order, preliminary injunction or permanent injunction based upon a violation or anticipated violation of any term of this Agreement. Any such claim for injunctive relief shall not include a claim for monetary damages.

L. No Third Party Rights. Except as specifically provided herein, none of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any third party rights or status in any person. Notwithstanding the above, the parties acknowledge that VIVA Health has an affiliated company that is a third-party administrator, VIVA Health Administration, LLC ("VIVA Health Administration"), who administers some of the Plans. The parties hereby agree that VIVA Health Administration shall be a third-party to this Agreement and, in such capacity, shall be entitled to enforce this Agreement in its own name or in the name of VIVA Health.

M. Entire Agreement. This Agreement (together with all attachments, addendums, and any amendments) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements, promises, negotiations or representation between the parties.

N. Confidentiality. AHP agrees that the substance and terms of this Agreement, including, but not limited to, the compensation terms under Attachment A are confidential and will not be disclosed by AHP without the prior written consent of VIVA Health.

O. Compliance with Laws. AHP shall agree to cooperate with VIVA Health in complying with applicable laws relating to health maintenance organizations, insurers, utilization review agents, integrated delivery systems or other managed care companies. AHP shall also comply with all applicable laws regulating Allied Health Professionals and health care providers.

P. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder due to circumstances beyond its reasonable control such as war, natural disaster, strikes, or rules or orders of the federal, state, or local government or any agency thereof.

[Signatures on Following Page]

By signing this Agreement, I acknowledge that I have received all information I found necessary, including the opportunity to review relevant portions of the Plan's current fee schedules (if applicable) and a copy of the current Provider Manual, in order to make an informed decision with respect to entering into this Agreement.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the Effective Date above written.

VIVA HEALTH, INC.

By: _____
Brad Rollow

Title: CEO

Date: _____

AHP

By: _____

Print Name: _____

Date: _____

Phone Number: _____

Fax Number: _____

Address: _____

E-Mail: _____

ATTACHMENT A

Plan Products and Compensation

Plan Products

As selected by VIVA Health, AHP agrees to be a Plan Provider for any or all of the Plans indicated below. AHP agrees to accept payment according to the compensation arrangements indicated for each Plan as payment in full.

VIVA Health HMO - compensation according to the commercial portion of the compensation section set forth below.

VIVA Health POS - compensation according to the commercial portion of the compensation section set forth below.

PPO Product - compensation according to the commercial portion of the compensation section set forth below.

VIVA Health Open Access - compensation according to the commercial portion of the compensation section set forth below.

VIVA Medicare Advantage Plan Products - compensation according to the Medicare compensation section set forth below.

VIVA Health Administration Self-Funded - compensation according to the commercial portion of the compensation section set forth below.

Compensation

A. Commercial

For those Covered Services provided under commercial fee arrangements, VIVA Health agrees to compensate AHP at the rates set forth in the VIVA Health fee schedule, less applicable Out of Pocket costs. The fee schedule shall be maintained and modified by VIVA Health in its sole discretion.

The fee paid to AHP pursuant to this Section A shall be the lesser of the charge made by AHP or 80% of the maximum permissible fee under the VIVA Health fee schedule, less applicable Out of Pocket costs. Claims shall be paid in accordance with applicable state and federal rules, regulations, and laws. Member may be responsible for Out of Pocket costs or, in the event a claim is denied, up to the amount VIVA Health would have paid had the services been Covered Services.

VIVA Health will pay or deny clean claims submitted by the AHP within forty-five (45) days of the date of VIVA Health's receipt of a clean paper claim and within thirty (30) days of the date of VIVA Health's receipt of a clean electronic claim. To be considered clean, a claim, whether paper or electronic, must be complete, accurate, free from any defect or impropriety, and include all information and documentation required by VIVA Health to make a determination for payment.

B. Medicare

For those Covered Services provided to Covered Persons under VIVA Health's Medicare Advantage Plan, VIVA Health agrees to compensate AHP on a fee-for-service basis at 85% of the rates set forth in the applicable Medicare fee schedule, less applicable Out of Pocket Costs and government reductions (including but not limited to taxes, fees, and sequestration reductions).

The fee paid to AHP pursuant to this Section B shall be the lesser of the charge made by AHP or the permissible fee under the applicable Medicare fee schedule, less applicable Out of Pocket Costs and government reductions (including but not limited to taxes, fees, and sequestration reductions). Claims shall be paid in accordance with applicable state and federal rules, regulations, and laws.

VIVA Health will pay or deny clean claims submitted by AHP within forty-five (45) days of the date of VIVA Health's receipt of a clean paper claim and within thirty (30) days of the date of VIVA Health's receipt of a clean electronic claim. To be considered clean, a claim, whether paper or electronic, must be complete, accurate, free from any defect or impropriety, and include all information and documentation required by VIVA Health to make a determination for payment.

Administrative Procedures

A. AHP shall be responsible for participating in, from time to time, and cooperating with medical management programs to manage all health care services and perform quality assurance activities, including but not limited to the following functions:

- (1) Utilization Review (including pre-authorization of inpatient care, major outpatient services, and other medical services; concurrent review of inpatient care; and case and care management).
- (2) Quality Assurance.

B. AHP agrees to abide by the policies and procedures outlined in the current Provider Manual, including, without limitation, the requirements for precertification for certain Covered Services, service and claim appeals, provider credentialing, recertification, and sanctions, and provider hearings and appeals.

C. AHP agrees to provide VIVA Health with claims/encounter data on all services provided by AHP on no less than a monthly basis. Such data shall be provided to VIVA Health in sufficient detail to allow VIVA Health to conduct effective quality assurance review and shall be provided in a timely manner. AHP shall ensure that the claims/encounter data submitted to VIVA Health are complete and accurate and shall cooperate in any audits to verify such.

D. AHP agrees to abide by VIVA Health's coordination of benefits, worker's compensation, duplicate coverage and subrogation policies as described in the Provider Manual. Both parties agree to exchange such information on Covered Persons in a manner that will allow each party to maximize third party recoveries.

E. AHP shall be required to provide services in accordance with Section III(H) of this Agreement.

F. AHP shall perform other administrative services as shall reasonably be required under this Agreement, the Provider Manual, or applicable state and federal rules, regulations, or laws.

ATTACHMENT B

MEDICARE ADVANTAGE AMENDMENT TO VIVA HEALTH ALLIED HEALTH PROFESSIONAL AGREEMENT

AHP has agreed to be a Plan Provider for VIVA Health's Medicare Advantage Plan ("MA Plan"). In order to bring the Allied Health Professional Agreement into compliance with Medicare Advantage regulations promulgated by the Centers for Medicare & Medicaid Services ("CMS"), AHP and VIVA Health hereby agree to amend the Agreement to include the following provisions. This Attachment B applies solely to services rendered to Covered Persons enrolled in VIVA Health's Medicare Advantage Plans ("MA Members").

Defined Terms. Except to the extent it is specifically indicated to the contrary in this Attachment B, defined terms used in this Attachment B shall have the same meaning as in the Agreement.

Section III(A)(2). Section III(A)(2) shall have the following added to the end of such Section:

AHP may not deny, limit, or condition provision of services to MA Members on the basis of any factor that is related to health status including, but not limited to, the following: medical condition, including mental as well as physical illness; claims experience; receipt of healthcare; medical history; genetic information; evidence of insurability, including conditions arising out of acts of domestic violence; and disability. AHP agrees that in providing services to MA Members, AHP shall comply with Title VI of The Civil Rights Act of 1964, The Age Discrimination Act of 1975, The Rehabilitation Act of 1973, The Americans With Disabilities Act, and all related implementing regulations. AHP shall not condition the provision of services or otherwise discriminate against a MA Member based on whether or not the MA Member has executed an advance directive or whether or not the MA member has Medicaid benefits.

Section III(A)(6). Section III(A) shall have the following Paragraph 6 added:

6. MA Members may self-refer and directly access screening mammographies and influenza vaccines from any qualified Plan Provider. However, AHP is prohibited from collecting any form of cost sharing, including copayments, from MA Members for influenza vaccines and pneumococcal vaccines. MA Members may self-refer to Plan Providers specializing in women's health for routine and preventive Covered Services.

Section III(E)(5). Section III(E) shall have the following Paragraph 5 added:

5. AHP agrees that MA Members eligible for both Medicare and Medicaid will not be held liable for Medicare Part A and B cost sharing when a state is responsible for paying such amounts. VIVA Health will not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under Title XIX of the Social Security Act if the Covered Person were not enrolled in the MA Plan. AHP shall accept VIVA Health's payment as payment in full or bill the appropriate state source. Additional information regarding Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid can be found in the Provider Manual.

Section III(F)(3) and (4). Section III(F) shall have the following Paragraphs 3 and 4 added:

3. AHP agrees to allow VIVA Health, the Department of Health and Human Services ("HHS"), the Comptroller General, or their designees to evaluate, through inspection or other means, all aspects of medical services furnished to MA Members and compliance with all CMS requirements regarding the privacy and security of health information. This includes but is not limited to the right to audit, evaluate, inspect facilities, equipment, books, contracts, computer or other electronic systems, medical records, patient care documentation, and other records of AHP, subcontractors or related entities as the Secretary of HHS may deem necessary to enforce a Medicare Advantage contract. AHP agrees to notify VIVA Health immediately if a request for access is made by a government agent directly to AHP. VIVA Health's, HHS's, the Comptroller General's, and designee's right to inspect such facilities and records extends through ten (10) years from the date of the termination of this Agreement or completion of any inspection or audit activity, whichever is later. Exceptions to this ten (10) year inspection timeframe can occur in instances when: (1) CMS determines there is a special need to retain particular records or a group of records for a longer period and notifies AHP, either directly or through VIVA Health, at least thirty (30) days before the normal disposition date, (2) there has been a termination, dispute, or allegation of fraud or similar fault by AHP, in which case the retention may be extended to ten (10) years from the date of any resulting final solution of the termination, dispute, or fraud or similar action, or (3) CMS determines that there is a reasonable possibility of fraud or similar action, in which case it may inspect, evaluate, and audit the AHP at any time. AHP shall retain the books and records described in this Section for at least ten (10) years from the later of the termination of this Agreement, the completion of any audit, or for such longer period required by applicable state and federal rules, regulations, and laws. AHP agrees to safeguard the confidentiality of and ensure the accuracy of MA Member records that identify a particular MA Member, including both medical documents and other patient information. AHP may circulate this information outside the AHP's office only as allowed by law or with specific authorization from the MA Member. Medical records must be released only in accordance with federal or state laws, court orders, or subpoenas. AHP must maintain records in an accurate and timely manner and ensure timely access to MA Members who wish to examine their records. AHP must abide by all federal and state laws regarding confidentiality and disclosure for mental health records, medical records, other health information, and enrollee information, including the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act. AHP shall prominently document in medical records whether each MA Member has executed an advance directive and shall comply with all applicable legal requirements regarding advance directives.

4. AHP agrees to submit to VIVA Health all data, including medical records upon request, necessary to characterize the content and purpose of each encounter AHP has with a MA Member and to satisfy CMS reporting requirements. AHP agrees to only submit to VIVA Health data that, to the best of AHP's knowledge and belief, is accurate, complete, and truthful. AHP shall certify, as requested by VIVA Health, that the data supplied by AHP is accurate, complete, and truthful.

Section III(H)(11) and (12). Section III(H) shall have the following Paragraphs 11 and 12 added:

11. At all times during the term of this Agreement, AHP shall not be, and shall not employ or contract with any individual or entity who is, excluded from participation in Medicare under Section 1128 or 1128A of the Social Security Act for the provision of health care services or who has opted out of participation with Medicare. AHP represents and warrants that no final adverse action (as defined by 42 U.S.C. § 1320a-7e(g)) has occurred or is pending or threatened against AHP or to AHP's knowledge, against any employees, contractors or agents of AHP engaged to

provide goods or services under this Agreement. AHP agrees to notify VIVA Health within seven (7) days of the exclusion from participation in Medicare by the AHP, or any employee or contractor of AHP, or of AHP, or any employee or contractor of AHP, opting out of Medicare participation.

12. AHP shall provide Covered Services in accordance with VIVA Health's standards for timeliness of access to care as stated in the Provider Manual. AHP shall also provide Covered Services in a manner consistent with and compliant with VIVA Health's contractual obligations with CMS, federal program participation requirements, VIVA Health's policies and procedures, and CMS regulations and instructions. AHP agrees to continuously monitor and document patient access and take corrective actions to improve access as necessary. AHP shall render services in a manner consistent with professionally recognized standards of care generally accepted by the medical community.

Section III(J)(6)(7)(8)(9)(10) and (11). Section III(J) shall have the following Paragraphs 6, 7, 8, 9, 10, and 11 added:

6. For the MA Plan, AHP agrees to cooperate with and participate in the activities of the independent quality review and improvement organization (QIO) approved by CMS pertaining to the provision of services for MA Members.

7. AHP agrees to participate in all aspects of, cooperate with, and abide by reasonable compliance programs, quality assurance programs, utilization care and case management programs, and educational requirements established by VIVA Health or otherwise required by applicable state and federal rules, regulations, and laws. To the extent required by applicable state and federal rules, regulations, or laws, AHP acknowledges VIVA Health's responsibility to provide fraud, waste, and abuse compliance training and education and to establish effective lines of communication with AHP. AHP hereby agrees to provide required training and education and to establish effective lines of communication with employees, contractors, and subcontractors providing services on behalf of AHP. AHP shall cooperate in any investigation and report, including any self-reporting disclosures that the AHP or VIVA Health may undertake in connection with potential misconduct, fraud and abuse, related to the provision of Covered Services to MA Members.

8. For the MA Plan, AHP agrees to cooperate with VIVA Health in identifying MA Members with complex or serious medical conditions and assessing those conditions, including performance of medical procedures to diagnose and/or monitor them on an ongoing basis. AHP agrees to cooperate with VIVA Health in establishing, implementing, and periodically updating appropriate, time-specific treatment plans for such MA Members, considering and documenting input from the MA Members, as described in the Provider Manual. AHP agrees to provide Covered Services and information regarding treatment options in a culturally-competent manner, including the option of no treatment, and ensure that persons with disabilities have effective communication with other providers in making decisions regarding treatment options. VIVA Health agrees not to prohibit or restrict AHP, acting within the lawful scope of practice, from advising, or advocating on behalf of, a MA Member about (i) the MA Member's health status, medical care, or treatment options (including alternative treatments that may be self-administered), including the provision of sufficient information to provide an opportunity for the MA Member to decide among all relevant treatment options; (ii) the risks, benefits, and consequences of treatment or non-treatment; or (iii) the opportunity for the MA Member to refuse treatment and to express preferences about future treatment decisions.

9. To the extent applicable, AHP will cooperate with VIVA Health to ensure that an initial assessment of the healthcare needs of each MA Member is completed within ninety (90) days of the effective date of the MA Member's enrollment.

10. For the MA Plan, AHP agrees to adhere to the CMS appeals and expedited appeals procedures including gathering and forwarding information related to appeals to VIVA Health as necessary.

11. VIVA Health shall be responsible for resolving MA Members claims for benefits and other claims against VIVA Health. AHP shall adhere to and assist VIVA Health in resolving such claims by MA Members through VIVA Health's complaint/grievance/appeal processes as more particularly set forth in VIVA Health policies and the Provider Manual. In the event a complaint, grievance, or appeal is presented directly to AHP, AHP shall immediately notify VIVA Health.

Section III(L). Section III(L) shall have the following added to the end of such Section:

If AHP is not selected to participate in the MA Plan, VIVA Health will provide written notice to the AHP of the reason for the denial.

Section IV(F)(4). Section IV(F) shall have the following Paragraph 4 added:

4. If VIVA Health suspends, terminates, or elects not to renew this Agreement pursuant to which the AHP provides services to MA Members, VIVA Health shall give AHP written notice of the reason for the action and as applicable, the standards and profiling data VIVA Health used to evaluate the AHP, the numbers and mix of health care professionals VIVA Health needs, the AHP's right to appeal the action and the process and timing for requesting a hearing. If VIVA Health suspends or terminates this Agreement due to deficiencies in the quality of care rendered by AHP, VIVA Health retains the right to provide notice of such action to appropriate licensing or disciplinary bodies or to other appropriate authorities. In the event of termination of this Agreement, at the election of VIVA Health, AHP shall continue to provide Covered Services for MA Members for the duration of the contract period for which CMS has made payments for the MA Plan; for MA Members who are hospitalized on the date the CMS Agreement terminates, through the date of discharge of the MA Member; or, in the event of insolvency, for MA Members who are in an inpatient facility until the MA Member is discharged. Notwithstanding the above, with respect to MA Members for whom the MA Plan arranges for a transfer to another Plan Provider, this Agreement shall cease to apply for such MA Member as of the date of the MA Member's transfer. Upon termination of the Agreement, AHP shall provide VIVA Health with a list of all MA Members who are currently receiving care and treatment from AHP or who are seen on a regular basis by AHP so that VIVA Health may make a good faith effort to notify such MA Members that AHP is no longer a Plan Provider in accordance with applicable regulations.

Section IV(O). Section IV(O) shall have the following added to the end of such Section:

AHP agrees to comply and abide by all applicable state and federal laws, regulations, and guidelines including all applicable Medicare laws, regulations, and CMS instructions, as well as all VIVA Health policies and procedures, including those set forth in the Provider Manual. AHP agrees to abide by all federal and state rules, regulations, and laws applicable to recipients of Medicare funds, including those designed to prevent or ameliorate fraud, waste and abuse and to protect and safeguard the confidentiality of health information, including the Health Insurance Portability and Accountability Act of 1996. AHP agrees to perform services consistent with and in compliance with VIVA Health's contractual obligations with CMS and hereby agrees to

undertake any additional activities that may be required by CMS or may be necessary for VIVA Health to comply with the legal requirements of its contract with CMS.

Section IV(O)(R) and (S). Section IV shall have the following Sections Q, R, and S added:

Q. Accountability for Subcontractors. VIVA Health oversees and is accountable to state regulatory agencies and CMS for any functions and responsibilities performed by AHP under this Agreement. Likewise, if AHP utilizes the services of any other provider, related entity, contractor, or subcontractor in performing any functions and responsibilities under this Agreement, AHP shall oversee and be accountable to VIVA Health for such services. AHP shall ensure that AHP's agreements with any other provider, related entity, contractor, or subcontractor (also known as downstream agreements) in performing any functions and responsibilities under this Agreement meet the contract requirements of both state regulatory agencies and CMS and otherwise comply with all applicable rules, regulations, laws and CMS instructions. The credentialing of any other providers by AHP shall comply with applicable regulations and CMS instructions and either the decision will be reviewed by VIVA Health or the credentialing process will be reviewed and approved by VIVA Health, with VIVA Health auditing the credentialing process on an ongoing basis. VIVA Health reserves the right to approve, suspend, or terminate any provider credentialed by AHP. Payment and incentive arrangements will be specified in any downstream agreements.

R. Delegation. The parties agree that to the extent VIVA Health has delegated any of its responsibilities under its contract with CMS to AHP, any agreement with AHP must specify the delegated activities and reporting responsibilities. With respect to any delegated responsibilities, the parties agree that VIVA Health will oversee and monitor performance of the delegated responsibilities on an ongoing basis. The parties further agree that with respect to such delegated responsibilities, CMS and VIVA Health may revoke the delegated responsibility where CMS or VIVA Health has determined that such delegated responsibilities are not being performed satisfactorily.

S. Offshoring. Unless authorized by VIVA Health in writing, all services provided pursuant to this Agreement must be performed within the United States, D.C., or the United States territories.

AHP agrees that the provisions contained in this Attachment B shall be similarly incorporated into AHP's subcontracts, if any, as required by CMS regulations (42 CFR Parts 400, 403, 410, 411, 417, and 422), as amended.

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