

SIXTH AMENDMENT TO
PUGET SOUND HEALTH PARTNERS, INC.
(N/K/A "SOUNDPATH HEALTH, INC.")
CONTRACTOR ("AGENT") AND PARTICIPANT
MEDICARE ADVANTAGE AGREEMENT
WITH FOUNDER ORGANIZATIONS

WITH

PHYSICIANS OF SOUTHWEST WASHINGTON, LLC

This Sixth Amendment to Puget Sound Health Partners, Inc. (n/k/a "SoundPath Health, Inc.") Contractor and Participant Medicare Advantage Agreement with Founder Organizations (the "Amendment") is made and entered into as of _____, 20____, by and between Soundpath Health, Inc., a Washington corporation (f/k/a "Puget Sound Health Partner, Inc.") ("SPH") and Physicians of Southwest Washington, LLC, a Washington limited liability company ("Contractor").

RECITALS

WHEREAS, SPH and Contractor are parties to the Puget Sound Health Partners, Inc. (n/k/a "SoundPath Health, Inc.") Contractor and Participant Medicare Advantage Agreement with Founder Organizations, effective March 1, 2007, as amended from time to time (the "Agreement");

WHEREAS, the capitalized terms used herein without definition shall have the meanings ascribed thereto in the Agreement;

WHEREAS, SPH and Contractor, along with CollabHealth Plan Services, Inc., a Colorado corporation ("CHPS"), and Northwest Physicians Network of Washington, LLC, a Washington limited liability company ("NPN") have entered into the Stock Purchase Agreement, dated October 18, 2012 (the "Transaction"), whereby CHPS will become the majority owner of SPH upon consummation of the Transaction;

WHEREAS, the execution and delivery of this Amendment is a condition to the obligations of CHPS to consummate the Transaction; and

WHEREAS, SPH and Contractor believe it would be in their mutual best interests to amend the Agreement as set forth in this Amendment;

NOW, THEREFORE, SPH and Contractor hereby agree as follows:

1. Amendment to Section 6.01. Section 6.01, Term, is replaced in its entirety with the following:

6.01 Term.

- a. **Initial Term.** The Initial Term of this Agreement shall begin on the effective date and end on December 31, 2008. Upon expiration of the Initial Term, this Agreement shall automatically renew for one (1) year terms unless terminated as provided for under this Section 6.

b. Extended Term. On December 31, 2012, the then current term of the Agreement shall be extended until December 31 2017 (the "Extended Term"), unless earlier terminated as provided for under this Section 6. Thereafter, the Agreement shall automatically renew for one (1) year terms unless earlier terminated, as provided for under Section 6 of the Agreement.

2. Amendment to Section 6.02. Section 6.02, Voluntary Termination, is replaced in its entirety with the following:

6.02 Voluntary Termination. After the Extended Term, the Agreement may be terminated at any time without cause by either party, provided such party provides written notice of termination no fewer than ninety (90) days prior to December 31st of the then current term. Furthermore, the parties may mutually agree to termination at any time.

3. Addition of Section 6.10. Section 6.10, Termination by Contractor, shall be added as follows:

6.10 Termination by Contractor. On an annual basis and as long as this Agreement remains a capitated arrangement, SPH shall seek Contractor's input and approval of the plan design and pricing prior to bid submission to CMS. The Contractor's input and approval sought by SPH above shall be strictly limited to the service area(s) in which the Contractor provides services pursuant to this Agreement (the "Service Area"). If the parties are unable to reach mutual agreement on the related Service Area's plan design and pricing, Contractor may terminate this Agreement effective December 31st of the then current term, provided such written notice to terminate is received by SPH no later than September 30th of the then current term.

4. Other Terms and Conditions. Except as modified herein, SPH and Contractor agree that all other terms and conditions of the Agreement remain unchanged and in full force and effect.

[Remainder of page intentionally blank – Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

Soundpath Health, Inc.

Physicians of Southwest Washington

By: _____
Christine M. Tomcala
Chief Executive Officer

By: _____
Mariella Cummings
Chief Executive Officer

FIRST AMENDMENT TO
PUGET SOUND HEALTH PARTNERS, INC.
(N/K/A "SOUNDPATH HEALTH, INC.")
PROVIDER AGREEMENT

WITH

FRANCISCAN HEALTH SYSTEM

This First Amendment to Puget Sound Health Partners, Inc. (n/k/a "Soundpath Health, Inc.") Provider Agreement (the "Amendment") is made and entered into as of _____, 20____, by and between SoundPath Health, Inc., a Washington corporation (f/k/a "Puget Sound Health Partners, Inc.") ("SPH") and Franciscan Health System, a Washington nonprofit corporation ("Provider").

RECITALS

WHEREAS SPH and Provider are parties to that certain Puget Sound Health Partners, Inc. (n/k/a "SoundPath Health, Inc.") Provider Agreement, effective as of January 1, 2007 (the "Agreement");

WHEREAS the capitalized terms used herein without definition shall have the meanings ascribed thereto in the Agreement;

WHEREAS, SPH along with CollabHealth Plan Services, Inc., a Colorado corporation ("CHPS"), Northwest Physicians Network of Washington, LLC, a Washington limited liability company, and Physicians of Southwest Washington, LLC, a Washington limited liability company have entered into that certain Stock Purchase Agreement, dated October 18, 2012 (the "Transaction"), whereby CHPS will become the majority owner of SPH upon consummation of the Transaction;

WHEREAS, the execution and delivery of this Amendment is a condition to the obligations of CHPS to consummate the Transaction; and

WHEREAS SPH and Provider believe it would be in their mutual best interests to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, SPH and Provider hereby agree as follows:

1. Amendment to Section 6.01. Section 6.01, Term, is replaced in its entirety with the following:

6.01 Term.

- a. **Initial Term.** The Initial Term of this Agreement shall begin on January 1, 2007, and end on December 31, 2007. Upon expiration of the Initial Term, this Agreement shall automatically renew for one (1) year terms unless terminated as provided for under this Section 6. Compensation Exhibits shall have the effective date set forth therein and shall have a term concluding on the day upon which the term of this Agreement concludes.
- b. **Extended Term.** On December 31, 2012 the then current term of the Agreement shall be extended until December 31 2017 (the "Extended Term"), unless earlier terminated as

provided for under this Section 6. Thereafter, the Agreement shall automatically renew for one (1) year terms unless earlier terminated, as provided for under Section 6 of the Agreement.

2. Amendment to Section 6.02. Section 6.02, Voluntary Termination, is replaced in its entirety with the following:

6.02 Voluntary Termination. After the Extended Term, the Agreement may be terminated at any time without cause by either party, provided such party provides written notice of termination no fewer than ninety (90) days prior to December 31st of the then current term. Furthermore, the parties may mutually agree to termination at any time.

3. Other Terms and Conditions. Except as modified herein, SPH and Provider agree that all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

Soundpath Health, Inc.

By: _____
Christine M. Tomcala
Chief Executive Officer

Franciscan Health System

By: _____
Mike Fitzgerald
Chief Financial Officer