

**HEALTH CARE SERVICES AGREEMENT
BETWEEN
Family Planning One.
AND
ABC HEALTH PROVIDERS INC**

THIS AGREEMENT, entered into this 1st day of _____ 2011, by and between ABC Health Providers, Inc., ("ABCHP"), a Not-for-Profit organization, and **Family Planning One.**, ("HC"), an entity licensed under Article 28 of the New York State Public Health Law, with primary office address at 100 East 22nd street

W I T N E S S E T H:

WHEREAS, a Special Certificate of Authority has been issued to ABCHP by the New York State Department of Health ("DOH") for the operation of a prepaid health services plan pursuant to Article 4403-a of the New York State Public Health Law; and

WHEREAS, ABCHP is a prepaid health services plan ("PHSP") organized under New York law, which has entered into an agreement with NEW YORK CITY or the DOH as the case may be ("Medicaid Agreement"), pursuant to which ABCHP arranges for the provision of certain comprehensive health care services to ABCHP's Medicaid Enrollees, as well as agreements with the DOH to administer the Child Health Plus Program ("CHP Agreement") and the Family Health Plus Program ("FHP Agreement"), pursuant to which ABCHP arranges for the provision of certain comprehensive health care services to its Child Health Plus and Family Health Plus Enrollees, all together the Medicaid Agreement, CHP Agreement, and FHP Agreement shall be referred to herein as Government Contracts; and

WHEREAS, ABCHP has organized a plan for the provision of Covered Services to its Enrollees; and

WHEREAS, ABCHP desires to enter into this Agreement with HC to further its plan for providing Covered Services to Enrollees; and

WHEREAS, HC desires to enter into this Agreement with ABCHP to furnish Covered Services to Enrollees.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. DEFINITIONS

Agreement. The "Agreement" shall mean this contract and all attachments hereto.

Authorized Specialty Services. "Authorized Specialty Services" shall mean Specialty Services authorized pursuant to Section 3.4 hereof.

Capitated Rate. "Capitated Rate" shall mean the fixed monthly amount per Enrollee, as set forth on Exhibit A attached hereto, which is payable to HC for the provision of Primary Care Services provided in accordance with the terms of this Agreement, the MEDICAID Agreement, and the applicable Member Handbook.

Child Health Plus Enrollee or CHP Enrollee. "Child Health Plus Enrollee" or "CHP Enrollee" shall mean an Enrollee who receives services under ABCHP's Child Health Plus program, in accordance with the CHP Agreement and applicable Benefit Plan.

CHP Agreement. The "CHP Agreement" is the contract entered into by ABCHP with the DOH, and all exhibits, attachments, amendments and addenda thereto, to administer the Child Health Plus program, a child health insurance plan to provide primary and preventive health insurance coverage for children within specific geographical areas. The CHP Agreement is hereby incorporated by reference as if specifically set forth herein.

Covered Services. "Covered Services" shall mean those medical and other health care services and benefits to which Enrollees are entitled under the terms of the MEDICAID Agreement and the applicable Member Handbook.

HC. "HC" shall mean the Participating Community Health Center identified on page 1 which is a party to this Agreement and its employees and independent contractors authorized to provide health care services to Enrollees.

DOH. "DOH" shall mean the New York State Department of Health.

Eligible Person. "Eligible Person" shall mean a person determined by the HRA to be eligible for Medicaid consistent with the requirements of the DSS.

Emergency Medical Services or Emergency Care. "Emergency Medical Services" or "Emergency Care" shall mean health care services required to be provided to Enrollees as a result of a medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, possessing an average knowledge of medicine and health could reasonably expect the absence of immediate attention to result in: (i) placing the health of the person afflicted with such condition or another individual in serious jeopardy; (ii) serious impairment of such person's bodily functions; (iii) serious dysfunction of any bodily organ or part of such person; or (iv) disfigurement.

Enrollee. "Enrollee" shall mean an Eligible Person who has elected, or for whom an authorized representative has elected on his or her behalf, to receive care and services under the terms and conditions of the MEDICAID Agreement and who has an effective Membership Handbook with ABCHP.

Excluded Services. "Excluded Services" shall mean those medical and other health care services to which Enrollees are not entitled under the terms of the applicable Member Handbook and which are not covered under the New York State Medicaid Plan.

Fee-for-Service Rates. "Fee-for-Service Rates" shall mean the amount of total reimbursement, as set forth on Exhibit A, payable to HC for Authorized Specialty Services provided to Enrollees.

Family Health Plus Enrollee or FHP Enrollee. "Family Health Plus Enrollee" or "FHP Enrollee" shall mean an Enrollee who receives services under ABCHP's Family Health Plus program, in accordance with the FHP Agreement and applicable Benefit Plan.

FHP Agreement. The "FHP Agreement" is the contract entered into by ABCHP with the DOH, and all exhibits, attachments, amendments and addenda thereto, to administer the Family Health Plus Program. The FHP Agreement is hereby incorporated by reference as if specifically set forth herein.

Government Contracts. The "Government Contracts" shall mean any or all of the Medicaid Agreement, FHP Agreement, and CHP Agreement.

HHS. "HHS" shall mean the United States Department of Health and Human Services.

HIPAA. "HIPAA" is the Health Insurance Portability and Accountability Act of 1996, including any amendments thereto.

HRA. "HRA" shall mean the Department of Social Services of the Human Resources Administration of the City of New York.

MMIS. "MMIS" shall mean the Medicaid Management Information System of the New York State Department of Social Services.

Medicaid Agreement. The "Medicaid Agreement" shall mean the contract for the provision of Medicaid managed care services entered into by and between ABCHP and NEW YORK CITY or DOH as the case may be, and all exhibits, attachments, amendments and addenda thereto. The Medicaid Agreement is hereby incorporated by reference as if it were specifically set forth herein.

Medicaid Enrollee. "Medicaid Enrollee" shall mean an Enrollee who receives services under ABCHP's Medicaid program, in accordance with the Medicaid Agreement and applicable Benefit Plan.

Medical Record. "Medical Record" shall mean a complete record that documents care received under the Benefit Package by the Enrollee, including inpatient, outpatient, and Emergency Services, in accordance with all applicable laws, rules and regulations, and is signed by the medical professional(s) rendering the services.

Medically Necessary. "Medically Necessary" shall mean Covered Services and supplies provided or to be provided to an Enrollee under this Agreement that are: (i) timely, appropriate and necessary for the symptoms, diagnosis, or treatment of the Enrollee's pathologic medical condition, illness, disease, or injury; (ii) within standards of good medical practice as recognized and accepted by the medical community; (iii) not primarily for the convenience of the Enrollee, the Enrollee's physician, or another provider of health services; and (iv) the most efficient, economic, and appropriate service or supply which can be safely provided. In the case of inpatient hospital services, Medically Necessary shall also mean that safe and adequate care could not be provided to the Enrollee on an outpatient basis or in a less intensified treatment setting.

Member Handbook. "Member Handbook" shall mean the handbook prepared by ABCHP and distributed to Enrollees setting forth relevant information regarding the operation of ABCHP's prepaid health services plan.

NEW YORK CITY or CDOH-HCA. "New York City" or "CDOH-HCA" shall mean the City of New York through the New York City Department of Health Division of Health Care Access of the Mayor of the City of New York.

Non-Covered Services. "Non-Covered Services" shall mean those medical and other services and benefits which are covered under the New York State Medicaid Plan but to which Enrollees are not entitled under the applicable Member Handbook and the MEDICAID Agreement.

Participating Community Health Center. "Participating Community Health Center" shall mean a community health center licensed under Article 28 of the New York State Public Health Law and which has contracted with ABCHP to provide health care services to Enrollees.

Participating Hospital. "Participating Hospital" shall mean an acute care hospital which (i) is licensed under Article 28 of the New York State Public Health Law; (ii) is accredited by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"); and (iii) has contracted with ABCHP to provide inpatient, ambulatory, and related services to Enrollees.

Participating Primary Care Practitioner. "Participating Primary Care Practitioner" shall mean a qualified physician, nurse practitioner, or team of no more than three qualified physicians/nurse practitioners who (i) have admitting privileges at a Participating Hospital; (ii) are duly licensed in the State of New York; and (iii) have contracted, directly or indirectly, with ABCHP to provide primary care and related services to Enrollees.

Participating Specialty Physician. "Participating Specialty Physician" shall mean a physician who (i) has admitting privileges at a Participating Hospital; (ii) is duly licensed in the State of New York; and (iii) has contracted, directly or indirectly, with ABCHP to provide Specialty Services to Enrollees.

Primary Care Services. "Primary Care Services" shall mean (i) those Covered Services provided to Enrollees that provide initial and basic primary medical care, including but not limited to those Covered Services specifically identified as Primary Care Services on Exhibit B attached hereto; and (ii) the supervision and coordination of the delivery of Covered Services to Enrollees.

Specialty Services. "Specialty Services" shall mean those Covered Services specifically identified on Exhibit C attached hereto, which may be modified from time to time at the sole discretion of ABCHP.

Standard Clauses. "Standard Clauses" shall mean the New York State Department of Health Standard Clauses for HMO and IPA Provider Contracts attached to this Agreement as Attachment A.

2. PREFATORY PROVISIONS

2.1 Government Contracts. HC agrees that all services provided by HC under the terms of this Agreement shall be in accordance with the terms of all applicable Government Contracts, which are hereby incorporated by reference as if they were specifically set forth herein. Further, both parties agree that, in the event that the provisions of this Agreement are inconsistent with the provisions of any Government Contract, the provisions of the Government Contract shall govern. Nothing herein shall impair any rights relating thereto of HRA, DOH or any other New York State agency, NEW YORK CITY or HHS. The Government Contracts shall be available for review at ABCHP's headquarters with prior written notice of such request.

2.1.1 If there is any change in any Government Contract that does not result in a material detriment to either party, ABCHP shall provide written notice of such change to HC. If HC does not object in writing within thirty (30) days from receipt of notice from ABCHP, such change(s) shall be incorporated into this Agreement without the necessity of further action by the parties. If HC objects to such change(s) within the thirty (30) day notice period, either party may terminate this Agreement upon sixty (60) days notice if good faith negotiations do not result in a mutually acceptable amendment to this Agreement. The terms of this Agreement shall remain in effect during any negotiations, termination notice, or continuation of care periods required under this section 2.1.1 or applicable statute, regulation or Government Contract.

2.1.2 If there is any change in any Government Contract that may result in a material detriment to either ABCHP or HC, the parties hereby agree to enter into good faith negotiations to amend this Agreement with respect to such change to the mutual satisfaction of both parties, provided, however, that the terms of the current Agreement remain in effect during any such negotiations.

2.1.2.1 ABCHP and HC agree to obtain DOH and CDOH-HCA approval prior to making a material amendment to this Agreement to the extent required by DOH rules and regulations or applicable Government Contract.

2.1.2.2 In the event the parties do not agree on an amendment acceptable to both parties and to DOH and CDOH-HCA, either party shall have the right to terminate the Agreement upon sixty (60) days written notice to the other party. . Provided, however, that this Agreement shall remain in effect during the termination notice period and any continuation of care period required hereunder. If it is not

possible for the terms of this Agreement to remain in effect during any termination period or continuation of care period due to the nature of the mandated change, then the Agreement may be terminated by either party upon ten (10) calendar days prior written notice, subject to the continuation of care provisions in Section 7 of this Agreement. If Non-Covered Services or excluded services that have not previously been authorized are required to be provided under this Agreement, ABCHP will negotiate a reimbursement rate with the Hospital for such additional services.

2.1.3 Both parties mutually agree that nothing in this Agreement or any Government Contract shall create any contractual relationship between HC and DOH, CDOH-HCA or HRA.

2.2 Relationship of the Parties. ABCHP and HC are separate and independent corporate and legal entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement for the purposes provided.

2.3 Assignment and Delegation. This Agreement shall not be assigned, nor may any rights or duties hereunder be delegated by either party to a third party, without the prior written consent of the other party; provided, however, that ABCHP may, in its sole discretion, and to the extent permitted by DOH and CDOH-HCA, delegate its duties hereunder to Royal Health Care LLC or to any entity with which ABCHP has entered into a management agreement approved by DOH. In the event of an assignment hereunder, ABCHP shall notify DOH thereof, as required under applicable law. ABCHP shall provide HC with notice of such assignment.

2.4 Regulatory Compliance. ABCHP agrees and HC agrees that, notwithstanding any other provision hereof, each party remains responsible for ensuring that any service rendered by it pursuant to this Agreement complies with all pertinent provisions and/or requirements of federal, municipal, state, and local statutes, rules, and regulations, and all applicable accrediting bodies having jurisdiction thereover.

2.5 DOH Standard Clauses. The “New York State Department of Health Standard Clauses for Managed Care Provider/IPA Contracts” (“Standard Clauses”) attached to this Agreement as Attachment A, are expressly incorporated into this Agreement and are binding upon the parties of this Agreement. In the event of any inconsistent or contrary language between the Standard Clauses and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the parties agree that the provisions of the Standard Clauses shall prevail, except to the extent applicable law requires otherwise and/or to the extent a provision of this Agreement exceeds the minimum requirements of the Standard Clauses.

2.6 Carve-Out Services. ABCHP currently carves out all inpatient and outpatient behavioral health services, dental services, routine vision services and prescription drug services for all members. As such, these services are specifically excluded as covered services under this contract. Please see Exhibit D for a detailed listing of vendors who currently provide these carve out services to ABCHP Enrollees. In addition, ABCHP reserves the right to carve out additional services with sixty (60) days written notice to the hospital.

3. DUTIES OF HC

3.1 Enrollee Identification and Eligibility to Receive Covered Services. Prior to providing non-emergency Covered Services to Enrollees, HC shall verify that the patient is a bona-fide Enrollee eligible to receive such services.

3.1.1 In verifying the Enrollee's eligibility, HC may reasonably rely on the most recent Enrollee membership roster distributed by ABCHP, pursuant to Section 4.1 of this Agreement, for the month during which the requested services would be provided or HC may verify an Enrollee's eligibility from ABCHP by telephone prior to providing Covered Services.

3.1.2 In the event that HC has not received an Enrollee membership roster from ABCHP for the applicable month, or in the event that an Enrollee seeking Covered Services from HC has not selected or been assigned to a Participating Primary Care Practitioner employed by or otherwise under contract to HC, HC shall obtain verification of Enrollee's eligibility from ABCHP prior to providing Covered Services. Such verification may be by telephone. ABCHP shall provide twenty-four (24) hours per day, seven (7) days per week telephone service to respond quickly to requests for eligibility verification and service authorization provided herein.

3.1.3 HC will accept a woman's enrollment in ABCHP as sufficient to provide services to her newborn, unless the newborn is excluded from participating in Medicaid Managed Care.

3.1.4 The failure of HC to follow ABCHP's eligibility verification procedures may result in denial of payment for Covered Services.

3.2 Provision of Primary Care Services to Enrollees. HC shall provide Primary Care Services, including Child/Teen Health Plan ("C/THP") screening services for Enrollees less than twenty-one (21) years of age and a behavioral health screening for all Enrollees, as appropriate, in accordance with this Agreement, the ABCHP Provider Manual, the applicable Government Contract, and the applicable Member Handbook or Evidence of Coverage. HC shall provide such Primary Care Services to all Enrollees who select or are

assigned to a Participating Primary Care Practitioner employed by or otherwise retained by HC. HC shall ensure that its Participating Primary Care Practitioners practice at least two (2) days per week for a total of sixteen (16) hours per week at each HC primary care site where such Primary Care Practitioner renders care to Enrollees. HC agrees to notify ABCHP ten (10) business days prior to any change in office hours or practice site(s). HC shall ensure that each Participating Primary Care Practitioner who is a physician serves no more than 1,500 Enrollees; provided, however, that if a Participating Primary Care Practitioner who is a physician practices with one or more Physician's Assistant(s) under his or her supervision, such practitioner may serve up to 2,400 Enrollees. HC shall also ensure that each Participating Primary Care Practitioner who is a nurse practitioner serves no more than 1,000 Enrollees. HC agrees to notify ABCHP when the number of a Participating Primary Care Practitioner's total Medicaid enrollees reaches eighty percent (80%) of these limits. HC shall also ensure that continuous health care coverage is available to Enrollees twenty-four (24) hours a day, seven (7) days per week for the provision of Primary Care Covered Services. This shall include, at a minimum, a telephone answering service available to enrollees twenty-four (24) hours per day, seven (7) days per week with reasonable access to an enrollee's Participating Physician or back-up medical care, including the return of such Enrollee's emergency telephone calls within thirty (30) minutes.

3.3 Referrals. HC shall abide by and require its Physicians to abide by ABCHP's referral and authorization procedures. HC Primary Care Practitioners shall coordinate the care and provide case management for Enrollees who select or are assigned to HC, including but not limited to authorizing Medically Necessary referrals for all Covered Services, including Specialty Services, ancillary services and hospital admissions authorized in accordance with the requirements of this Agreement, subject to the following conditions:

3.3.1 Except for Emergency Care, if a HC Primary Care Practitioner determines that a referral is required under the terms of this Agreement, HC shall refer Enrollees to providers who have contracted, directly or indirectly, with ABCHP to provide Covered Services to Enrollees. In making referrals, HC may rely on the most current list of participating network providers distributed by ABCHP.

3.3.2 In the event that ABCHP has not contracted with a provider that is qualified to provide the services appropriate for treatment of the Enrollee, HC may refer the Enrollee to a non-participating provider; provided, however, that HC shall obtain prior authorization from ABCHP for such referral. Such authorization may be by telephone under urgent circumstances; otherwise, a written request must be submitted to the ABCHP Medical Director according to the applicable processes described in the ABCHP Provider Manual.

3.3.3 HC shall notify ABCHP of all referrals of Enrollees by following the authorization procedure described in the ABCHP Provider Manual.

3.4 Provision of Authorized Specialty Services by HC.

3.4.1 HC shall provide to Enrollees Specialty Services which are Medically Necessary upon receipt of a properly completed written referral by (i) the Participating Primary Care Practitioner assigned to Enrollee; (ii) a physician or other licensed health professional, operating within the scope of his or her license, who is an employee or independent contractor of HC and who is covering for the Enrollee's Participating Primary Care Practitioner; or (iii) ABCHP. To the extent of its licensure and available facilities, HC shall also provide family planning and reproductive health Specialty Services, blood testing for human immunodeficiency virus ("HIV"), pre and post-test HIV counseling and any other service for which an Enrollee may self-refer, in accordance with the MEDICAID Agreement or other applicable Government Contract.

3.4.2 All services provided by HC shall be deemed to be Primary Care Services unless specifically identified on Exhibit C as Specialty Services.

3.5 Provision of Primary Care Services by HC Participating Specialty Physicians. In accordance with applicable law, ABCHP may, from time to time, refer an Enrollee with a life-threatening or degenerative and disabling disease or condition which requires specialized medical care over a prolonged period of time to a Participating Specialty Physician for the provision of Primary Care Services. In the event of such a referral to a HC Participating Specialty Physician, HC shall provide Primary Care as well as Specialty Services to the Enrollee and shall cooperate with ABCHP to develop an appropriate treatment plan. In providing Primary Care Services under this Section 3.5, HC shall comply with all applicable provisions of this Agreement and the ABCHP Provider Manual. HC shall also ensure that continuous health care coverage is available to such Enrollees twenty-four (24) hours per day, seven (7) days per week. This shall include, at a minimum, a telephone answering service available to such Enrollees twenty-four (24) hours per day, seven (7) days per week with reasonable access to such Enrollees Participating Specialty Physician or back-up medical care, including the return of such Enrollee's emergency telephone calls within thirty (30) minutes. HC shall be compensated for the provision of such Primary Care Covered Services as set forth in Exhibit A attached hereto.

3.6 Provision of Outpatient Emergency Care. In cases in which outpatient Emergency Care is required, HC agrees to notify ABCHP and verify the Enrollee's eligibility according to the applicable processes described in the ABCHP Provider Manual.

3.7 Hospital Admissions.

3.7.1 HC shall admit Enrollees in need of inpatient hospital care only to Participating Hospitals. HC shall obtain authorization from ABCHP prior to any non-emergency hospital admission of an Enrollee. Such authorization may be by telephone.

3.7.2 In cases in which an emergency admission is required, HC agrees to obtain authorization from ABCHP as soon as practical. Emergency admissions may be authorized by telephone. If authorization cannot be obtained prior to an emergency admission, HC agrees to notify ABCHP as soon as possible, but in no event later than twenty-four (24) hours or the next normal work day after admission.

3.8 Establishment of Appointment System. HC shall maintain an appointment system for the provision of health care services to Enrollees in accordance with the applicable Government Contract.

3.8.1 Continuous health care coverage shall be available to Enrollees selecting or assigned to HC's Participating Primary Care Practitioners twenty-four (24) hours per day, seven (7) days per week. This shall include, at a minimum, a telephone answering system with access to a live voice available to Enrollees twenty-four (24) hours per day, seven (7) days per week with reasonable access to an Enrollee's Participating Primary Care Practitioner or back-up medical care, including the return of Enrollee's emergency telephone calls within thirty (30) minutes.

3.8.2 ABCHP shall be notified of personnel who will serve as back-up medical staff covering when a Participating Primary Care Practitioner is unavailable, and HC shall ensure that all such back-up medical staff are ABCHP credentialed Participating Primary Care Practitioners of a similar practice type; for example, a pediatrician would be backed-up by a family practitioner or a pediatrician.

3.9 Standard of Practice. HC shall provide health care services in accordance with applicable provisions of law, rule and regulation and generally accepted standards in the medical community, shall take into consideration practice recommendations of accrediting bodies or professional groups generally recognized in the medical community as authoritative in such practice areas, and shall ensure that such services are provided to Enrollees in a courteous and prompt manner in a well-maintained, clean environment.

3.10 Requirements for HC Employees

3.10.1 Throughout the term of this Agreement and any renewal thereof, HC shall ensure that all HC's employees, personnel and independent contractors, including each of HC's Participating Primary Care Practitioners and Participating Specialty Physicians, are licensed, certified or qualified, as applicable, and practice in accordance with all applicable state laws and regulations and all rules and regulations of ABCHP.

3.10.2 HC shall provide appropriate supervision for all of its employees, independent contractors and other personnel and shall ensure that their responsibilities do not exceed those responsibilities set forth in applicable New York State laws and regulations for such practices. HC shall immediately notify ABCHP of any limitation, suspension or termination of any of such licenses and/or any limitation, suspension or termination of DOH approval to participate as a Medicaid provider, or the commencement of any disciplinary or administrative action that could result in the limitation, suspension or termination of such licenses and/or approvals. If, during the term hereof, any Participating Primary Care Practitioner or Participating Specialty Physician who is an employee or independent contractor of HC, shall have his/her license to practice medicine suspended or terminated or shall be suspended or terminated, or is denied approval as a Medicaid provider or has such approval suspended or terminated, then immediately upon the occurrence of such event HC shall immediately prohibit such physician from providing Covered Services to ABCHP Enrollees hereunder. Nothing in this Agreement shall limit HC's authority to restrict, limit, suspend or terminate the clinical privileges of any Participating Physician for reasons related to standards of patient care, patient welfare, the objectives of the HC or the character and competency of the Participating Physician, pursuant to the procedures set forth in HC's Medical Staff By-Laws, Rules and Regulations, Policies and Procedures and applicable law.

3.10.3 HC shall be required to monitor, on a monthly basis, all staff and employees against the List of Excluded Individuals and Entities (LEIE) and the Restricted, Terminated or Excluded Individuals or Entities Lists and report any exclusion found to ABCHP on a monthly basis.

3.10.4 HC shall be required to disclose to ABCHP any health care related criminal conviction information from all parties, including staff and employees, affiliated with the HC to ABCHP. ABCHP must immediately disclose to the New York State Department of Health any conviction of a criminal offense related to the HC or the HC's managing employee involvement in any program under Medicare, Medicaid or Title XX services program.

3.10.5 HC shall provide to ABCHP a roster which identifies all Participating Primary Care Practitioners and Participating Specialty Physicians who are providing services under this Agreement. HC shall promptly notify ABCHP of any changes to such roster of physicians.

3.11 Restrictions on HC Employees. HC shall, upon receipt of a written request from ABCHP and in accordance with ABCHP's policies and procedures, including its Grievance Procedures as set forth in the Provider Manual, if applicable, immediately prohibit any employee, independent contractor or other agent of HC from providing Covered Services to Enrollees if ABCHP, in its sole judgment, determines that such employee, independent contractor or other agent of HC: (i) poses an immediate threat to the health, welfare or safety of Enrollees; (ii) fails, to a significant extent, to comply with ABCHP's Quality Assurance and

Utilization Review Program or Grievance Procedures or (iii) fails, in any material respect, to comply with the applicable provisions of this Agreement, the ABCHP Provider Manual or applicable Government Contract.

3.12 Maintenance of Licenses. HC has and shall maintain in good standing all licenses required by law, including a license to practice medicine and eligibility to participate in the Medicaid program. HC shall immediately notify ABCHP of any limitation, suspension or termination of any of such licenses or the commencement of any disciplinary or administrative action that could result in the limitation, suspension or termination of any of such licenses or if the HC Physician is denied approval to participate in the Medicaid program or such approval is suspended or terminated.

3.13 Credentialing. HC shall submit all information and documentation reasonably requested by ABCHP to credential or re-credential HC Physicians, independent contractors and other personnel authorized to provide Covered Services to Enrollees. ABCHP shall have the right to suspend or terminate any person from providing Covered Services to Enrollees upon written notice from ABCHP that such person no longer meets ABCHP's credentialing standards. HC shall fully cooperate with ABCHP's credentialing and recredentialing program. HC Physicians shall maintain: (i) an unrestricted license to practice medicine in New York State; (ii) active staff membership and privileges in good standing at the HC, if applicable; (iii) all licenses, permits, certificates or approvals required to practice medicine in New York State; (iv) eligibility for participation in the Medicaid program; and (v) such other credentials as may be required by ABCHP's policies and procedures (the foregoing items collectively referred to as "Credentialing Requirements"). HC Physician shall notify ABCHP in writing, immediately if possible, but in any event within two (2) business days, of any material change in qualifications that may impact on HC Physician's credentialing or recredentialing status or affect HC Physician's ability to carry out his/her duties under this Agreement, including: (a) any changes in medical licensure, DEA registration, State narcotics license, board certification, participation in Medicaid program or any material change in the Credentialing Requirements; (b) any restriction, suspension, revocation or voluntary relinquishment of medical staff membership or clinical privileges at any hospital or other health care facility; (c) any indictment, arrest or conviction for any criminal charge; (d) commencement of any formal proceeding by the Office of the Medicaid Inspector General; (e) filing of a statement of charges by the New York State Department of Health Office of Professional Medical Conduct ("OPMC"); or (f) the loss or failure to maintain the required levels of insurance coverage specified in this Agreement. To the extent ABCHP delegates any credentialing activities to HC, ABCHP and HC shall enter into a separate delegated credentialing agreement.

3.14 Qualifications of Health Care Professionals.

3.14.1 HC shall provide Covered Services through duly qualified Physicians and Allied Health Professionals. HC shall engage a sufficient number of Physicians and Allied Health Professionals, as agreed by ABCHP and HC from time to time, so that the services are provided in a competent and timely manner.

3.14.2 At a minimum, each Physician and Allied Health Professional providing Covered Services to Enrollees shall:

3.14.2.1 be duly licensed and currently registered to practice his or her profession without restriction in the State of New York; and

3.14.2.2 that a Physician, or an Allied Health professional, be currently appointed as having privileges on the Medical Staff of the HC; and

3.14.2.3 that a Physician, be Board certified or Board eligible or have equivalent training and experience in the field of Specialty; and in the case of Allied Health Professionals, completion of an applicable training program for which he/she is engaged to provide Covered Services to Enrollees; and

3.14.2.4 be covered by professional liability insurance in accordance with the requirements of this Agreement; and

3.14.2.5 that a Physician, or an Allied Health professional, possesses a valid Drug Enforcement Agency (DEA) certificate, as applicable to his/her practice; and

3.14.2.6 be a qualified provider in the Medicaid Program; and

3.14.2.7 meet all other standards contained in this Agreement and all requirements for professionals adopted by either the Medicaid program or the Plan from time to time.

3.14.3 HC shall request a report from the National Practitioner Data Bank for each Provider at least every two (2) years and advise ABCHP of the results of the query, to the extent permitted by law.

3.14.4 HC's Physicians and Allied Health Professionals may be employees or

contractors of HC; however, in either case they shall be duly credentialed to provide the Covered Services by HC's governing body, in accordance with HC's bylaws, rules and regulations. HC agrees that in credentialing members of its professional staff to provide services to Enrollees, HC shall verify that each such individual meets both HC's and the Plan's qualification standards. Subject to applicable laws regarding confidentiality, ABCHP shall be permitted to audit the HC's credentialing process, and the records thereof, to verify HC's compliance with this paragraph, in order to affirmatively accept the credentialing of all Physicians and health care professionals participating in the Plan. ABCHP shall audit the HC's credentialing process upon the signing of this agreement and every two years thereafter.

3.14.5 HC shall submit to ABCHP documentation certifying the following for each provider:

3.14.5.1 that the HC Provider is duly licensed and currently registered to practice his or her profession without restriction in the State of New York; and

3.14.5.2 that the HC Provider is currently active, in good standing and maintain privileges on the Medical Staff of HC; and

3.14.5.3 that the HC Physician is Board certified or Board eligible in the field of Specialty or has equivalent training and experience in the field of Specialty; and in the case of Allied Health Professionals, completion of an applicable training program for which he/she is engaged to provide Covered Services to Enrollee; and

3.14.5.4 that the HC Provider is covered by professional liability insurance in accordance with the requirements of this Agreement; and

3.14.5.5 that the HC Provider possesses a valid Drug Enforcement Agency (DEA) certificate; and

3.14.5.6 that HC Provider is a qualified provider in the Medicaid Program.

3.14.6 The HC shall submit a completed HC provider information form that is acceptable to ABCHP or a completed ABCHP application form for each provider. ABCHP will confirm to the HC when its Credentialing Committee has approved each HC Provider.

3.14.7 HC shall submit to the Plan a complete list, within thirty days of the execution of this Agreement, of all HC Physicians, and Allied Health Professionals who may deliver HC services to

Enrollees:

3.14.7.1 Such list shall state, for each HC Physician and Allied Health Professionals, name, profession, specialty and Board certification/eligibility status.

3.14.7.2 In order to provide Covered Services to Enrollees, each such HC Physician and Allied Health Professional must meet, and continue to meet, the Plan's standards in effect from time to time. ABCHP shall inform HC immediately of any action by the Plan not to continue its approval of a HC Provider

3.14.7.3 HC shall notify ABCHP, at least every three months, of all additions, deletions, or modifications to the list.

3.14.7.4 As a revalidation and re-verification of information outlined in Section 3 of this agreement, the HC shall submit every two years an updated HC provider information form that is acceptable to ABCHP or a completed ABCHP application form and updated documentation for each provider.

3.15 Compensation for Provision of Primary Care Services.

HC agrees to participate in the lines of business selected in Exhibit A that payment by ABCHP of the Capitated Rate set forth in Exhibit A shall constitute payment in full for all Primary Care Services provided to the Enrollee. HC shall not be entitled to capitation payments from ABCHP for services provided after HC is notified that the patient is not an Enrollee.

3.16 Compensation for Provision of Authorized Specialty Services.

3.16.1 HC shall submit paper and/or electronic claims for payment in the CMS1500 or UB04 format with the National Practitioner Identifier (NPI) in the appropriate fields to ABCHP for Authorized Specialty Services rendered to Enrollees within ninety (90) days of the date of service or date of discharge, as applicable. HC agrees that ABCHP shall have the right to refuse payment for Specialty Services provided by HC if a claim for payment for such services is not submitted within ninety (90) days.

3.16.2 HC agrees to participate in the lines of business selected on Exhibit A and shall accept as payment in full, the applicable Fee-for-Services Rates set forth in Exhibit A for Authorized Specialty Services provided to Enrollees.

3.16.3 HC shall not be entitled to payment from ABCHP for Authorized Specialty Services provided if it is subsequently determined that the patient was not an Enrollee at the time that services were rendered; provided, however, that HC shall be entitled to payment if prior to providing any of such services,

HC was presented with and reasonably relied on a properly completed referral form pursuant to Section 3.4 of this Agreement and received verification of the patient's eligibility for Specialty Services from ABCHP as provided hereunder. HC shall not be entitled to payment from ABCHP for Specialty Services provided after HC is notified that the patient is not an Enrollee.

3.16.4 All other private or governmental health insurance benefits shall be utilized before HC seeks payment for Specialty Services from ABCHP. HC shall inquire of each Enrollee receiving Specialty Services from HC whether such Enrollee is covered by another third-party payor program or insurance plan and, if such third-party coverage is available, shall seek payment from such third-party payor as the primary payor. In the event that the total amount of payment received from the third-party payor is less than ABCHP's Fee-for-Service Rate for the same service, as set forth in Exhibit A, HC may seek payment from ABCHP for the difference by submitting a claim for payment accompanied by a copy of the third-party payor's statement of payment; provided, however, that HC may not seek payment from ABCHP if, pursuant to the requirements or rules governing the third-party payor program, the third-party payment is deemed payment in full of HC's fee for the service provided. HC agrees that in no event shall ABCHP be liable for payment in excess of the Fee-for-Service Rates set forth in Exhibit A.

3.17 General Compensation Provisions.

3.17.1 Except as provided in Section 3.15.4, HC shall look only to ABCHP for compensation for Covered Services rendered to Enrollees. HC shall not, under any circumstances, bill DOH, NEW YORK CITY, its officers, agents or employees, or an Enrollee or an Enrollee's eligible dependents or impose a surcharge on an Enrollee for Covered Services. HC agrees not to maintain any action at law or equity against DOH, New York City, an Enrollee or an Enrollee's eligible dependents to collect sums for Covered Services, even in the event ABCHP fails to pay, becomes insolvent, or otherwise breaches the terms and conditions of this Agreement. Nothing in this section shall prohibit HC from collecting co-payments, coinsurance and/or permitted deductibles, if any, as specifically provided pursuant to the applicable benefit plan, evidence of coverage or member handbook; however, HC agrees that Medicaid Enrollees are not subject to Medicaid utilization thresholds, limitations on, or co-payments for Covered Services. This Section 3.17.1 shall survive termination of this Agreement for any reason.

3.17.2 HC shall have the right to seek payment (i) from an Enrollee for Excluded Services provided to that Enrollee; and (ii) from MMIS for Non-Covered Services provided to an Enrollee, provided, however, that such services are provided in accordance with the terms of the applicable Government Contract. In the event that HC and Enrollee mutually determine that they desire to continue a course of treatment following a determination that continued treatment shall not constitute a Covered Service, HC shall, prior to continuing such treatment, advise Enrollee in writing that such continued treatment will be the financial responsibility of the Enrollee, and obtain a written acknowledgement from Enrollee to that effect.

3.18 Conduct of Medical Practice. HC shall be solely and exclusively in control of all aspects of the practice of medicine and the delivery of health care services pursuant to this Agreement. HC acknowledges that ABCHP does not practice medicine. Nothing contained herein shall be construed to require HC to take any action inconsistent with HC's professional judgment with respect to an Enrollee.

3.19 Compliance with State and Federal Regulations. HC shall provide all Covered Services in accordance with and shall comply with all applicable federal, state and local standards, rules and regulations and statutes, including but not limited to those promulgated under the New York State Public Health and Social Service Laws and the New York Medicaid Program. HC shall perform all services, responsibilities and duties hereunder in accordance with applicable provisions of the Government Contracts. The parties agree that in the event of any inconsistency between this Agreement and any Government Contract, the Government Contract shall control. HC agrees to cooperate fully and faithfully with any investigation, audit, or inquiry conducted by a governmental agency or authority of New York State or the City of New York.

3.19.1 HC shall comply with the informed consent procedures for Hysterectomy and Sterilization specified in 42 CFR Part 441, sub-part F, and 18 NYCRR § 505-13, and with applicable early periodic screening diagnosis and treatment ("EPSDT") requirements specified in 42 CFR Part 441, sub-part B, and 18 NYCRR Part 508, the New York State Department of Health C/THP Manual and all applicable public health laws and regulations, including but not limited to the reporting of communicable diseases. ABCHP shall include the audit for such compliance in its quality assurance reviews of HC.

3.20 Compliance with Procedural, Data and Reporting Requirements. HC shall fully and timely comply with all of ABCHP's policies and procedures and procedural and data requirements to ensure that ABCHP is fully informed of the nature and extent of services being provided to Enrollees. This obligation shall include but not be limited to: (i) submission of written consultation reports to an Enrollee's Participating Primary Care Practitioner within 2 weeks of providing services to the Enrollee; (ii) submission to ABCHP of all documentation necessary or desirable to ensure continuity of care for Enrollees, and (iii) assisting ABCHP in developing methodologies to collect and analyze health care professional profiling data as required by applicable law and submission to ABCHP of all necessary documentation in connection therewith. To the extent that Medical Records are shared by a Participating Specialty Physician and a Participating Primary Care Practitioner employed by the HC, written progress notes are an acceptable alternative to a consultation report. HC understands that ABCHP's policies and procedures may be amended from time to time and HC shall comply with such policies and procedures, as amended, upon receipt of written notice of any changes. HC shall certify that any data, including , but not limited to claims, medical records and encounter data, it submits to ABCHP shall be accurate, complete and truthful and shall conform to CMS, DOH or New York City requirements, as applicable

3.21 Adherence to Grievance Procedures. HC agrees to participate in ABCHP Grievance Procedures, which may be amended from time to time by ABCHP. HC recognizes its own commitment to patient rights and its desire to resolve Enrollee grievances related to HC. HC also recognizes ABCHP's obligation to aggressively address Enrollee grievances and to comply with timetables and reporting requirements outlined in ABCHP Grievance Procedures.

3.22 Submission of Encounter Data. HC agrees that its Participating Primary Care Practitioners shall submit encounter data for all services rendered to Enrollees to ABCHP within ninety(90) days of the date of service using the CMS1500 or UB04 claim forms. The completed claim form shall include current CPT-4 codes, place of service codes, revenue codes, appropriate ICD-9-CM codes, the PCP name and National Practitioner Identifier (NPI).

3.23 Health Risk Assessment. To the extent required by ABCHP, HC Primary Care Practitioners shall conduct , or cooperate in conducting, a health risk assessment of all new ABCHP Enrollees within ninety (90) days of the Enrollee's enrollment in ABCHP.

4. DUTIES OF ABCHP

4.1 Enrollee Membership Roster. On or before the tenth day of each month, ABCHP shall provide HC with an Enrollee membership roster identifying all Enrollees who have selected or been assigned to receive Covered Services from HC for the applicable month.

4.2 Payment for Provision of Primary Care Services.

4.2.1 ABCHP shall, within five (5) business days of ABCHP's receipt of the capitation premium payable to ABCHP under the applicable Government Contract for such month, compensate HC for Primary Care Services to be provided to Enrollees at the applicable Capitated Rate set forth on Exhibit A but shall compensate HC no later than the twentieth day of such month. ABCHP shall require every new Enrollee to designate a primary care physician no later than sixty (60) days from the date that Enrollee first joins ABCHP. If Enrollee fails to make such designation within the prescribed sixty (60) day time period, then ABCHP shall designate a primary care physician for the Enrollee. The capitation amounts due HC shall be calculated from the date of enrollment.

4.2.2 ABCHP shall, on a monthly basis, provide HC with a statement identifying all payments of the Capitated Rate made to HC by ABCHP during the applicable month.

4.2.3 In the event that an Enrollee becomes ineligible for any reason to receive Primary Care Services under the terms of this Agreement, ABCHP shall pay to HC a portion of the Capitated Rate for

such Enrollee based upon the period of time such Enrollee was eligible until the date on which HC is on notice of the ineligibility. ABCHP shall have no obligation to pay the Capitated Rate for such Enrollee for any subsequent month unless the eligibility of such Enrollee is restored.

4.3 Payment for Provision of Authorized Specialty Services.

4.3.1 ABCHP shall compensate HC for Authorized Specialty Services provided to Enrollees in accordance with the ABCHP Quality Assurance and Utilization Review Program, which may be amended from time to time by ABCHP, at Fee-for-Service Rates set forth specifically on Exhibit A.

4.3.2 The Fee-for-Service Rates in effect at the time services are rendered and billed will be the final rates of payment.

4.3.3 ABCHP shall adjudicate all claims for payment submitted by HC for Covered Services provided to Enrollees in accordance with applicable state and federal prompt pay requirements. In accordance with state law in existence as of the effective date of this Agreement, all claims for payment shall be adjudicated in accordance with the timeframes set forth herein. Within thirty (30) days, unless a different timeframe is specified, of receipt of properly completed claim forms that are received by ABCHP within ninety (90) days of the date of service, ABCHP shall (i) pay electronically received claims in whole or in part or, for paper claims shall make payment in whole or in part within forty-five (45) days; (ii) deny the claim in whole or in part for reasons stated in ABCHP's written denial of the claim; or (iii) request additional information or documentation to process the claim or part thereof. If ABCHP requests additional information or documentation, ABCHP shall adjudicate such claim and pay or deny the claim, in whole or in part, in accordance with prompt pay requirements. ABCHP shall not deny, on the grounds that services provided were not Medically Necessary, payment for Covered Services that were authorized prior to or at the time of services by ABCHP and/or the Enrollee's Primary Care Practitioner in accordance with this Agreement, unless ABCHP demonstrates that such authorization was based upon materially inaccurate or incomplete information provided by IPA Physician and that authorization would not have been granted by ABCHP had accurate or complete information been provided.

4.3.4 ABCHP shall provide twenty-four (24) hours per day, seven (7) days per week telephone service staffed to respond promptly to requests for eligibility verification and service authorization as provided herein.

5. MEDICAL RECORDS AND CONFIDENTIALITY

5.1 Medical Records. HC shall maintain an adequate system for the collection, processing, maintenance, storage, retrieval and distribution of Enrollee patient records, in accordance with the

requirements of the applicable Government Contract, and shall retain Enrollee patient records, in readily accessible form, for a period of at least six (6) years from the last date of service, six (6) years from the termination of this Agreement, or six (6) years after the Enrollee's age of majority, whichever is longer. The Medical Records system shall comply with all applicable federal, state, or local laws, rules, or regulations.

5.2 Confidentiality.

5.2.1 HC and ABCHP agree to maintain the confidentiality of all information obtained, learned, developed, or filed in connection with public assistance recipients or their relatives or any other recipients of services, including Medical Records and data contained in the official files or records of DOH or HRA, in accordance with the provisions of the Social Services Law of the State of New York, the Federal Social Security Act, any applicable regulations promulgated thereunder, any other applicable federal, state, and local laws, rules, and regulations, and the applicable Government Contract. Such confidential information shall not be disclosed to any person, organization, agency, or other entity except as authorized or required by law.

5.2.2 HC and its employees and personnel agree to maintain the confidentiality of all Enrollee Medical Records in accordance with the HIPAA, New York State Public Health Law, the Social Services Law of the State of New York, Section 33.13 of the New York State Mental Hygiene Law, Title 42, CFR Part 2 for alcohol and substance abuse services, the New York City Health Code, the Federal Social Security Act, the applicable Government Contract and any other applicable laws and regulations. HC's employees and personnel have been informed of, trained in, and agree to comply with the confidentiality and disclosure requirements of the applicable federal and New York State statutes and regulations, including but not limited to those provisions regarding HIV/AIDS - related information.

5.3 Transfer of Medical Records. In the event, during the term hereof, an Enrollee disenrolls from HC and selects or is assigned to a Participating Primary Care Practitioner who is not employed by or otherwise under contract with HC to provide services hereunder, then upon notice thereof from ABCHP, HC shall promptly, at its own expense, transmit a copy of such Enrollee's entire Medical Record to such Participating Primary Care Practitioner.

5.4 Survival. The provisions of this Section 5 shall survive the termination of this Agreement for any reason.

6. QUALITY ASSURANCE AND UTILIZATION REVIEW

6.1 Establishment of Quality Assurance and Utilization Review Program. ABCHP shall establish a Quality Assurance and Utilization Review Program which seeks to ensure the delivery of medically

appropriate services in a timely and cost-effective manner while avoiding medically unnecessary hospital and physician services.

6.2 Compliance with Quality Assurance and Utilization Review Program. HC shall comply with all requirements of the Quality Assurance and Utilization Review Program. In addition, HC understands and expressly agrees that HRA, CDOH-HCA, DOH, and HHS shall each have the right to monitor and evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services provided under this Agreement.

6.3 Program Review. The Quality Assurance and Utilization Review Program shall include but not be limited to review of: records maintenance; hospital admissions and discharges; maintenance and use of designated labs and other ancillary services; claims processing and review; specialty referrals; utilization controls; peer review; sanction mechanisms; and grievance procedures.

6.4 Access to Medical Records. ABCHP shall have the right, at times reasonably acceptable to HC, to inspect, review and make copies of Enrollee Medical Records to determine compliance with the Quality Assurance and Utilization Review Program and with HC's other obligations hereunder. HC agrees that DOH, CDOH-HCA, HRA, HHS, the Comptroller of the State of New York and the Comptroller General of the United States and their authorized representatives shall each have the right to inspect, review and make copies of Enrollee Medical Records in accordance with applicable law, on prior written notice during normal business hours.

6.5 Financial Records and Statistical Data. ABCHP and HC agree to retain all financial records and statistical data that CDOH-HCA, HRA, DSS, DOH, and all federal and other state agencies may require during the term of this Agreement and for ten (10) years thereafter. ABCHP and HC also agree to maintain books, accounts, journals, ledgers, and all financial records relating to capitation payments, third-party health insurance recovery, and other revenue received and expenses incurred under this Agreement, according to generally accepted accounting principles. All such records shall be available for inspection, auditing, and copying (at reasonable cost to the requesting party), during normal business hours upon two (2) business days' prior written notice, by CDOH-HCA, HRA, DOH, HHS, the Comptroller General of the United States, and their authorized representatives.

7. TERMINATION AND DEFAULT

7.1 Termination by Either Party. In the event that either party to this Agreement defaults in the performance of any material duty or obligation hereunder, the non-defaulting party shall give written notice to the party in default identifying the alleged default or breach. If the defaulting party does not cure such default

or breach within thirty (30) days, the non-defaulting party may, at its option, terminate this Agreement upon ten (10) days' written notice to the other party.

7.2 Termination by Either Party. Either party may terminate this Agreement at its option upon written notice to the other party upon the occurrence of any one or more of the following events:

7.2.1 The filing of a petition in a court of record jurisdiction to declare either party bankrupt or for reorganization under the bankruptcy laws of the United States or any similar statute of a state of the United States, or if a trustee in bankruptcy or a receiver is appointed for such party, and such petition, trustee, or receiver, as the case may be, is not dismissed within one hundred and twenty (120) days thereof;

7.2.2 The suspension or termination of the Certificate of Authority granted to ABCHP under Section 4403-a of the Public Health Law;

7.2.3 The suspension or termination of the applicable Government Contract. In the event of the termination of only one Government Contract, this agreement may only be terminated with respect to that particular Government Contract and shall remain in effect with respect to all remaining effective Government Contracts;

7.2.4 The receipt of notification that State or Federal reimbursement or funding is no longer available for services provided pursuant to this Agreement;

7.2.5 The parties' failure to agree on a revision to this Agreement under the circumstances described in Section 2.1 hereof; or

7.2.6 Failure by HC to immediately comply with a request by ABCHP pursuant to Section 3.11 hereof.

7.3 Termination Without Cause. Either party may terminate this Agreement at its option upon one hundred eighty (180) days written notice to the other party; provided, however, that this Agreement shall remain in full force and effect during such notice period.

7.4 Termination by ABCHP. ABCHP may terminate this Agreement with written notice to HC upon HC's failure to comply with any of its insurance obligations hereunder.

7.5 Immediate Termination. This Agreement shall automatically terminate in the event that HC is no longer duly licensed to provide the services to be rendered in accordance with this Agreement, or is

suspended or terminated or denied DSS approval as a Medicaid provider under the New York State Medicaid Program.

7.6 Effect of Termination; Continuation of Care. In the event that this Agreement is terminated for any reason other than pursuant to Sections 7.2.6 or 7.5, HC shall provide Primary Care Services and Authorized Specialty Services to Enrollees until the sooner of: (i) the expiration of the period for which the Enrollee is eligible to receive such services; or (ii) the date upon which ABCHP, HRA, NEW YORK CITY or DOH, as applicable, makes alternative arrangements for the provision of such services to Enrollees. However, in no event shall such obligation to continue to provide Covered Services exceed one hundred eighty (180) days from the effective date of the termination inclusive of any notice period. ABCHP shall use its best efforts to make such alternative arrangements in a timely fashion, and HC agrees to cooperate with all such efforts and to assure the orderly transfer of ABCHP Enrollees to another health care provider. Notwithstanding anything to the contrary contained in this Section 7.6, to the extent required by applicable law, if an Enrollee is engaged in an ongoing course of treatment with HC at the time of termination of this Agreement for any reason except pursuant to Sections 7.2.6 or 7.5, HC shall continue to provide Covered Services for a period of up to ninety (90) days subsequent to such termination if requested to do so by such Enrollee. ABCHP shall compensate HC for such Services according to the terms of this Agreement.

7.7 Notice to DOH. To the extent required under any Government Contract, ABCHP shall immediately notify CDOH-HCA and DOH upon its sending or receipt of any notice to terminate this Agreement. Further, should such termination unreasonably limit Enrollees' access to Covered Services, ABCHP shall notify CDOH-HCA and DOH at least fifteen (15) days prior, but in no event more than seventy-two (72) hours subsequent to the termination of this Agreement.

8. DURATION OF CONTRACT AND RENEWAL

8.1 Initial Contract Term. This Agreement shall take effect on the Effective Date or upon the date of receipt of approval of this Agreement from DOH and CDOH-HCA, whichever is later, and shall continue in effect for a period of twelve (12) months.

8.2 Renewal. This Agreement will automatically renew for successive periods of twelve (12) months, these periods being subsequent contract periods, unless either party elects not to renew the Agreement by providing written notice to the other party at least sixty (60) days prior to the expiration of the term. If the parties are unable to agree to the terms and provisions of this Agreement for any renewal term, or HC provides notice of its decision not to renew this Agreement hereinbefore provided (either of such events being a "Provider Dispute"), then the provisions of Sections 8.3, 8.4 and 8.5 shall apply. The provisions of Sections 8.3, 8.4 and 8.5 shall be the sole and exclusive procedures for the resolution of a Provider Dispute. ABCHP shall give CDOH-HCA prior notice of any renewal of this Agreement.

8.3 Dispute Resolution

The parties agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. In the event that any dispute arises which cannot be resolved through negotiation between the parties, such dispute shall be submitted to binding arbitration before a single arbitrator under the auspices, rules and regulations of the American Arbitration Association or the American Health Lawyer's Association Alternative Dispute Resolution Services. Such arbitration may be initiated by either party making a written demand for arbitration on the other party and by providing notice of the initiation of arbitration to CMS and the Commissioner of DOH as applicable. The parties hereto expressly covenant and agree to be bound by the final decision of the arbitrator and accept any final decision by the arbitrator as a final determination of the matter in dispute. The parties acknowledge that CMS and the Commissioner of DOH are not bound by such decision. The parties further agree to divide the arbitration fees equally, with each party bearing its own attorneys fees and costs. Following the final decision of the arbitrator, the party that initiated the arbitration shall provide notice of the outcome to CMS and the Commissioner of DOH as applicable.

9. INSURANCE AND INDEMNIFICATION

9.1 Insurance.

9.1.1 HC shall procure and maintain, at HC's sole cost and expense throughout the initial and any renewal term of this Agreement, insurance for comprehensive general and professional liability (on an "occurrence" basis) with a carrier and in amounts acceptable to ABCHP, to insure HC, its directors, officers, employees, medical staff and agents against any claim or claims for damages arising by reason of property damage, personal injury or death occasioned directly or indirectly in connection with the use of property or facilities provided by HC or activities performed by HC in connection with this Agreement. Such insurance shall include professional liability coverage in the minimum amount of \$5,000,000 per occurrence and \$20,000,000 in the aggregate or any greater amounts as may be required under the applicable Government Contract.

9.1.2 HC shall require that each Participating Primary Care Practitioner and each Participating Specialty Physician employed by or under contract to HC maintain professional liability in amounts no less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate or in any greater amount as may be required by the MEDICAID Agreement.

9.1.3 Evidence of the insurance coverage required hereunder and a description of the insurance policies shall be provided to ABCHP on request. The policies or the certificates thereof shall

indicate that ABCHP shall receive at least fifteen (15) days prior written notice of any modification, reduction or termination of such coverage.

9.2 Indemnification. HC hereby agrees to indemnify and hold harmless ABCHP and its directors, officers, employees and agents from and against any claims, losses, damages, liabilities or expenses (including but not limited to settlement costs and reasonable legal, accounting and other expenses for investigating or defending actions or threatened actions) arising out of the acts or omissions of HC or HC's directors, officers, employees, medical staff or agents.

9.3 Notice. ABCHP and HC agree to notify each other promptly upon their receipt of actual knowledge of any claims or demands which arise and for which indemnification hereunder may be sought.

9.4 Survival. The terms of this Section 9 shall survive the termination of this Agreement for any reason.

10. GENERAL PROVISIONS

10.1 Compliance with City Codes. HC represents and warrants that its facility complies with the New York City Building Code for Commercial Purposes, the New York City Health Code, the New York City Fire Code, and all other applicable governmental rules, laws, and regulations. HC shall comply with said codes, laws, rules and regulations throughout the term of this Agreement and any renewals thereof.

10.2 Non-Discrimination for Enrollees. HC shall provide to Enrollees the same access to HC's facilities and the same quality of services as it extends to all other HC patients. Neither HC nor ABCHP shall unlawfully discriminate against any Eligible Person or Enrollee in the manner or quality of services provided on the basis of race, national or ethnic origin, color, sex, age, religion, marital status, place of residence, affectional preference, sexual orientation, health or mental health history, health or mental health status, disability, need for health care services, source of payment, or amount payable to ABCHP on the basis of the Enrollee's actuarial class. Nothing in this Agreement shall limit or in any way jeopardize an Enrollee's rights under the State Fair Hearing Regulations specified in 18 NYCRR, Part 358, and the Administrative Appeals Process specified in 18 NYCRR Section 360-10.17.

10.3 Non-Discrimination for Employees. Neither HC nor ABCHP shall unlawfully discriminate against any employee, applicant for employment, or in the selection of subcontractors on the basis of race, national or ethnic origin, color, sex, age, religion, marital status, place of residence, affectional preference, sexual orientation, health status, disability or status as an equal opportunity employer.

10.4 Compliance with Federal Lobbying Prohibitions. HC agrees that no Federal appropriated funds have been paid or will be paid to any person by or on behalf of HC for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. HC agrees to complete and submit, if required, the "Certification Regarding Lobbying," attached as an appendix to the applicable Government Contract. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement, HC shall complete and submit, if required, Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

10.5 Non-Exclusivity. This is a non-exclusive Agreement. Nothing herein shall be construed as restricting the right of either party to enter into similar or identical contracts with other entities on either a limited or general basis.

10.6 Notice. Any notice, request, demand or other communication required or permitted hereunder will be given in writing by certified mail, return receipt requested, communication charges prepaid, to the party to be notified. All communications will be deemed given when received. The addresses of the parties for the purposes of such communication are:

To: Chief Executive Officer
ABC Health Providers, Inc.

To: _____

Either party may at any time change its address for notification purposes by mailing a notice as required hereinabove stating the change and setting forth the new address. Said new address shall be effective on the date specified in such notice, or if no date is specified, on the tenth (10) day following the date such notice

is received. HC shall notify ABCHP at least five (5) days prior to changing its location, any primary care sites where services are provided to Enrollees, or its hours of operation.

10.7 Headings. The section headings used herein are for reference and convenience only, and shall not affect the interpretation hereof. Any exhibits, tables or schedules referred to herein and/or attached or to be attached hereto are incorporated herein to the same extent as if set forth in full herein.

10.8 Consent. Where agreement, approval, acceptance, or consent by either party is required by any provision of this Agreement, such agreement, approval, acceptance or consent shall not be unreasonably delayed or withheld.

10.9 Identification of Participation. HC shall maintain separate identification but shall display a sign within HC indicating its participation in the ABCHP plan.

10.10 Promotional Materials. HC agrees to permit the use of its name, address, telephone number and services provided in ABCHP provider lists and directories. ABCHP shall obtain prior written approval from HC before using HC's name in other promotional, advertising or public relations material.

10.11 Severability. If any part, term, or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the remainder of this Agreement shall not be affected by such declaration or finding and each provision not so affected shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, unenforceable, or void.

10.12 Waiver. No covenant, condition, or undertaking contained in this Agreement may be waived except by the written agreement of the parties. Forbearance or indulgence in any other form by either party in regard to any covenant, condition, or undertaking to be kept or performed by the other party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings, the other party shall be entitled to invoke any remedy available under this Agreement, despite any such forbearance or indulgence.

10.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. All claims or controversies relating to the Agreement or the services to be provided hereunder shall be brought in the courts of the State of New York or a federal district court sitting therein.

10.14 Solicitation of Enrollees. During the term of this Agreement or any renewal thereof, and for a period of one (1) year from the date of termination of this Agreement, HC agrees that it will not advise or counsel any Enrollee to disenroll from ABCHP or solicit such Enrollee to become enrolled with any other health maintenance organization, preferred provider organization or any other similar hospitalization or medical payment plan or insurance company. Notwithstanding the foregoing, nothing contained in this Section 10.14 shall be deemed to restrict communications between HC and any Enrollee who is a patient of HC regarding the diagnosis and treatment of the Enrollee, including disclosure of the availability of other therapies, consultations or tests for such Enrollee's medical condition.

10.15 Amendment. This Agreement may be amended at any time by written agreement of the parties, except that any material amendments must be approved by DOH and CDOH-HCA to the extent required by applicable laws and regulations and the applicable Government Contract. The parties hereto understand and acknowledge that certain of HC obligations stated herein are set forth in other documents and programs including, but not limited to, Provider Manual; Member Handbook; ABCHP's credentialing and recredentialing procedures; ABCHP's quality assurance, utilization management, and administrative policies and procedures. Accordingly, ABCHP agrees to provide HC with at least sixty (60) days advance written notice of any material change to any of the foregoing. In the event any such change is unacceptable to a HC, such HC shall be able to terminate their participating in this Agreement upon written notice to ABCHP prior to the effective date of such change. In the event of termination by a HC due to non-acceptance of a proposed material change, such change will not become effective during any termination or continuation of care periods required hereunder. Notwithstanding anything herein, to the extent DOH or CMS require any change to be made to this Agreement or if there is any change in any Government Sponsored Contract or any statutory or regulatory requirement to be implemented requiring the amendment of this Agreement, ABCHP may unilaterally amend this Agreement to incorporate such requirements. ABCHP shall give HC notice of such changes in accordance with the notice provision in Section 10.6.

10.16 Entire Agreement. This Agreement sets forth the entire agreement between ABCHP and HC with respect to the subject matter hereof and supersedes all prior representations, agreements, and understandings, written or oral; provided, however, that the parties understand and agree that ABCHP has entered into the Government Contracts and the parties agree that all of said Government Contracts are incorporated by reference as if it were specifically set forth herein. In the event that any portion of an applicable Government Contract may be in conflict with provisions of this Agreement, the provisions of the applicable Government Contract shall be deemed to be controlling.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. The undersigned represent and warrant that they have the corporate authority to bind the respective parties under this Agreement.

ABC HEALTH PROVIDERS INC.

By: _____

Title: _____

Signature: _____

Date: _____

FAMILY PLANNING ONE

By: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT A

PAYMENT RATES

Participating Primary Care Practitioners shall provide Covered Services to Enrollees in accordance with the terms of this Agreement for the compensation set forth in this Exhibit for the following lines of business:

- Medicaid
- Child Health Plus
- Family Health Plus

PCP Medicaid and Family Health Plus Capitated Rate Schedule

<u>Premium Group</u>	<u>Capitation Rate</u>
ADC/HR < 6mos M&F	\$ 46.94 pmpm
ADC/HR 6mos -14 F	\$ 15.30 pmpm
ADC/HR 6mos -20 M	\$ 14.24 pmpm
ADC/HR 15-20 F	\$ 18.74 pmpm
ADC 19 -64 M&F	\$ 17.42 pmpm
HR 19 -29 M&F	\$ 11.86 pmpm
HR 30-64 M&F	\$ 19.16 pmpm
SSI/SPMI	\$ 24.76 pmpm

PCP Child Health Plus Capitated Rate Schedule

<u>Premium Group</u>	<u>Capitation Rate</u>
Age 0 to 1 year, Male and Female	\$ 46.94 pmpm
Ages 1 to 13 years, Male and Female	\$ 15.30 pmpm
Ages 13 to 19 years, Male and Female	\$ 16.49 pmpm

On or before the tenth (10th) day of each month, ABCHP shall provide HC with an Enrollee membership roster, as provided in Section 4.1 of the Agreement. On or around the fifteenth (15th) day of each month, ABCHP shall pay HC the Capitated Rate in accordance with the Rate Schedules set forth above for Primary Care Services to be provided to Enrollees eligible to receive services in that month. On a monthly basis, ABCHP shall provide HC with a statement identifying all payments made to HC by ABCHP during the applicable month.

In the event that an Enrollee becomes ineligible for any reason to receive Primary Care Services under the terms of this Agreement, ABCHP shall pay to HC a portion of the Capitated Rate for such Enrollee based upon the period of time such Enrollee was eligible until the date on which HC is on notice of the ineligibility. ABCHP shall have no obligation to pay the Capitated Rate for such Enrollee for any subsequent month unless the eligibility of such Enrollee is restored.

Specialist Fee-For-Service Rate Schedule

Participating Specialists will be reimbursed at a rate equal to 80% of the current, regionalized Medicare Fee Schedule (RBRVS).

Physician OB Rates:

All maternity office must be billed individually using a TH modifier. DO NOT BILL GLOBAL MATERNITY ANTEPARTUM AND POSTPARTUM OFFICE VIST CODES AS ABCHP DOES NOT PAY GLOBAL CLAIMS.

• Initial prenatal visit	\$80.00 per visit
• Subsequent prenatal visit	\$40.00 per visit
• All other maternity care	80% of then current Medicare Fee Schedule for the geographic location in which the service was provided

EXHIBIT B**PRIMARY CARE SERVICES**

In consideration for the monthly capitation rates set forth in Exhibit A, services provided by the Primary Care Physician (PCP) shall include but not be limited to the following:

- Office visits for the diagnosis and treatment of disease, illness of injury
- Preventive health care (i.e., routine physicals, periodic pap smears, etc.)
- Routine diagnostic services (including but not limited to routine laboratory and radiology services, EKG's, sigmoidoscopies and tympanometry)
- Immunizations and Biologicals
- Injections
- Hospital visits
- Home visits
- Venipuncture
- Minor office surgery routinely performed by PCP's
- Removal of sutures
- Referrals to Specialists
- Counseling as needed for health maintenance, weight control, control of chronic medical conditions such as asthma, hypertension, diabetes, etc.
- All supplies and reports associated with the provision of Primary Care Services

EXHIBIT C

SPECIALTY SERVICES

Specialty care services shall be defined as follows:

- | | |
|--------------------------------|--|
| Anesthesia | Pacemaker |
| Allergy | Pediatric Cardiology |
| Cardiology | Pediatric Critical Care |
| Cardiac Rehabilitation | Pediatric Hematology |
| Cardio-Thoracic Surgery | Pediatric Infectious Diseases |
| Dermatology | Pediatric Neonatology |
| Endocrinology | Pediatric Nephrology |
| Gastroenterology | Pediatric Neurology |
| General Surgery | Pediatric Ophthalmology |
| Genetics | Pediatric Orthopaedics |
| Gynecology | Pediatric Pulmonary |
| Head and Neck Surgery | Pediatric Rheumatology |
| Hematology | Pediatric Surgery |
| Infectious Diseases | Pediatric Urology |
| Mental Health | Physical and Rehabilitative Medicine |
| Nephrology | Plastic and Reconstructive Surgery |
| Neurology | Psychiatry |
| Neurosurgery | Pulmonary |
| Nuclear Medicine | Radiation Oncology |
| Obstetrics | Radiology |
| Oncology | Rheumatology |
| Ophthalmology | Substance Abuse Detox & Rehabilitation |
| Oral and Maxillofacial Surgery | Transplant Surgery |
| Orthopaedic Surgery | Thoracic Surgery |
| Otolaryngology (ENT) | Urology |
| | Podiatry |