AGREEMENT FOR

CHHA Services

By and Between

HAMASPIK CHOICE, INC.

and

SULLIVAN COUNTY PUBLIC HEALTH SERVICES

THIS AGREEMENT FOR **CHHA** SERVICES ("Agreement") is entered into as of January 1, 2018 by and between **Hamaspik Choice, Inc.**, a New York not-for-profit corporation with an office located at 58 Rt. 59, Suite 1, Monsey, NY ("Hamaspik"), and **Sullivan County Public Health Services,** a New York _____ with an office located at 50 Community Lane, Liberty, NY 12754 ("Provider").

WHEREAS, Hamaspik is authorized by the New York State ("NYS") Department of Health ("DOH") pursuant to Article 44 of the NYS Public Health Law to operate a managed long term health care ("MLTC") plan; and

WHEREAS, in connection therewith, Hamaspik is authorized to operate Hamaspik Choice ("Hamaspik Program"), a program to coordinate and arrange for the provision of Medicaid-only managed long term care services ("MLTC Covered Services") to Hamaspik Choice enrollees ("Enrollee" or "Enrollees"); and

WHEREAS, in connection therewith, Hamaspik desires to engage Provider to provide MLTC covered CHHA services as requested by Hamaspik to Enrollees; and

WHEREAS, Provider is duly licensed to provide such services as more particularly set forth in this Agreement and wishes to make available such services.

NOW, THEREFORE, for and in consideration of the foregoing, and the covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. CERTAIN DEFINITIONS

Capitalized terms that are not defined in the main body of this Agreement shall have the respective meanings as set forth in Appendix III hereto.

2. PROVISION AND AUTHORIZATION OF SERVICES

2.1 Contracted Services. Provider shall, in accordance with the terms and conditions of this Agreement and all applicable Hamaspik rules, policies and procedures, provide to Enrollees the services set forth in Exhibit A (the "Contracted Services") as are Medically Necessary. Except as expressly set forth in this Agreement regarding Emergency Services, Provider shall provide services only upon prior written approval from Hamaspik. Prior to providing such services, Provider verifies with Hamaspik that a patient is a bona fide Enrollee eligible to receive MLTC Covered Services. Such verification may be made by telephone. Provider acknowledges that Hamaspik does not warrant or guarantee that Enrollees will utilize the services or facilities of Provider.

2.2 Provision of Approved Services. In accordance with this Agreement, Provider shall provide only the services as specified on the Hamaspik Referral Form ("Approved Services"), and Hamaspik shall reimburse Provider only for the Approved Services. The Referral Form shall specify the type, duration, frequency and scope of the Contracted Services to be provided. All services provided by Provider shall be in conformity with applicable state and federal laws and regulations and meet generally recognized professional standards of care.

2.3 Emergency. In case of an Emergency, Provider shall refer the Enrollee to an appropriate provider of Emergency Services. As soon as possible, but in no event later than twenty-four (24) hours after making such referral, Provider shall notify Hamaspik of such referral by calling 1-855-552-4642 (or such other telephone number as is designated by Hamaspik).

2.4 Discrimination Prohibited. Provider agrees: (a) to comply with all applicable state and federal non-discrimination laws; (b) not to discriminate unlawfully in the treatment of or in the quality of services delivered to Enrollees on the basis of age, race, color, sex, creed, national origin, marital status, veteran status, disability, legally defined handicap, sexual orientation, or ability to pay; and (c) to make its facilities and services available to Enrollees and to render services to Enrollees with the same quality, in accordance with the same standards, and within the same periods of time as such services are offered to Provider's other patients.

2.5 Notification of Certain Events. If Provider cannot provide an Enrollee with any service specified on the Hamaspik Referral Form, Provider shall immediately notify Hamaspik by calling 1-855-552-4642 to notify the Hamaspik Program Physician on call, and Provider shall promptly send to Hamaspik written notification setting forth the date of such verbal notification and the name of the Hamaspik Program Physician notified. In addition, Provider shall cooperate with the Enrollee and Hamaspik in obtaining appropriate care for such Enrollee.

2.6 Provision of Social Day Care Services. If a Provider provides Social Day Care services ("Social Day Care Provider"), the Social Day Care Provider agrees to: (a) adhere to and identify in writing to Hamaspik, all building laws, codes and regulations applicable to Provider; (b) adhere to all laws, codes, and regulations applicable to the provision of food; (c) regularly report to Hamaspik any issues related to appeal or grievances of the Enrollees; and (d) participate in applicable quality assurance and performance improvement initiatives in accordance with this Agreement. Prior to the Effective Date (as defined below) and on an annual basis thereafter during the Term, Hamaspik shall conduct a site visit of the Social Day Care Provider and shall review and assure the Social Day Care Provider's compliance with 9 NYCRR 6654.20 and other standards required by law or regulation for the operation of the Social Day Care Provider, including but not limited to laws, codes, and regulations regarding the facility's structure, labor requirement and food quality. In the event Social Day Care services is an Approved Service, Hamaspik shall reimburse the Social Day Care Provider for such services only if such services are part of the total care provided under the person centered service plan or plan of care but not if such services represent the sole services provided to the Enrollee.

3. COMPENSATION

3.1 Compensation and Billing.

(a) Subject to the terms and conditions of this Agreement, Hamaspik shall pay Provider for all Approved Services provided hereunder by Provider at the rates and in accordance with the billing and compensation procedures set forth in Exhibit A and B. Except as set forth in Section 3.2 hereof, Provider agrees to accept such payment as payment in full for any and all MLTC Covered Services rendered by Provider pursuant to the terms of this Agreement. Provider shall not charge to or collect from Hamaspik or its affiliates, or any Enrollee, and

neither Hamaspik or its affiliates, nor any Enrollee shall be required to pay to or reimburse Provider for any fee or service that Hamaspik determines is not a MLTC Covered Service or which was rendered to any person who was not then an Enrollee. Except in an Emergency, if Provider refers or transfers an Enrollee to an acute-care facility, specialist or other provider without obtaining Hamaspik's prior referral in accordance with this Agreement, Provider shall be solely responsible for, and neither Hamaspik or its affiliates, nor the Enrollee shall have any liability for any and all charges and fees of such acute-care facility, specialist or other provider. The parties hereto acknowledge that Hamaspik shall not grant a referral or transfer of an Enrollee for any MLTC Covered Service, if Hamaspik, in the exercise of its sole discretion, determines that the services or item would not be Medically Necessary for such Enrollee.

(b) Provider shall provide and/or execute such additional documents as may be reasonably requested by Hamaspik relating to billing or compensation hereunder.

(c) To the extent applicable, Hamaspik agrees to compensate Provider consistent with the Fair Labor Standards Act and Article 19 of the New York State Labor Law (Minimum Wage Act).

3.2 No Billing of Enrollees; Exceptions.

(a) Provider hereby agrees that in no event, including but not limited to, non-payment by Hamaspik, Hamaspik's insolvency or bankruptcy, or Hamaspik's breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any Enrollee or former Enrollee (or persons acting on Enrollee's behalf) for any MLTC Covered Service provided pursuant to this Agreement. This provision shall survive and be enforceable after termination of this Agreement for any reason and shall be construed to be for the benefit of Enrollees. This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and any Enrollee (or persons acting on behalf of such Enrollee).

(b) Provider hereby agrees that in no event shall Provider charge, bill, balance bill, or demand any payment from any Enrollee or former Enrollee (or persons acting on Enrollee's behalf) for a MLTC Covered Service for which Hamaspik disallowed payment, in whole or in part, in accordance with Section 3.6 hereof, based upon Provider's failure to comply with the terms and conditions of this Agreement, including, but not limited to, those relating to billing, referral, utilization review procedures, quality assurance, or other policies, rules or regulations as adopted or amended from time to time by Hamaspik.

3.3 No Billing of LDSS, DOH, Hamaspik Affiliates or Private Insurers. Provider shall not, for any reason, bill, charge, or collect any fee or payment from LDSS, DOH, any affiliate of Hamaspik, or, except as set forth in Section 3.2(a)(1) hereof, any private insurer for any MLTC Covered Service rendered by Provider to Enrollees pursuant to this Agreement.

Provider shall hold LDSS and DOH harmless in the event Hamaspik does not pay for the services performed by Provider hereunder.

3.4 Coordination of Benefits. Provider shall comply with and cooperate in COB and similar programs adopted by Hamaspik from time to time and shall assist Hamaspik in confirming that payment is obtained from all persons and Third Party Payers, if any, that have liability with regard to MLTC Covered Services rendered to an Enrollee.

3.5 Recoupment of Improper Payments. Subject to Provider's rights under Article 13 hereof, Provider hereby agrees to repay to Hamaspik any amount that Hamaspik determines was improperly paid for any reason, including but not limited to the individual who received the services not being enrolled in Hamaspik. Hamaspik shall give notice to Provider describing such improper payment in detail, and promptly following receipt thereof, Provider shall repay such amount to Hamaspik. In lieu of such repayment, Hamaspik may deduct the amount of such improper payment from one or more of its subsequent payment(s) to Provider for services provided under this Agreement. The parties hereto agree that, notwithstanding the foregoing, Hamaspik shall not require any such repayment by Provider, during the pendency of any appeal regarding such improper payment pursuant to Article 13 hereof.

3.6 Disallowance of Payment for MLTC Covered Services. Subject to Provider's rights under Article 13 hereof, Hamaspik shall have the right to disallow payment for Covered Ancillary Services rendered to Enrollees, or for any other charges included in Provider's bill, at any time Provider is not in compliance with the terms and conditions hereof.

3.7 Withholding Payments. Hamaspik, if directed by DOH or the NYS Office of Medicaid Inspector General ("OMIG"), on at least five (5) days' advance written notice to Provider, may withhold payments to Provider, in whole or in part, when DOH or OMIG has determined or has been notified that Provider is the subject of a pending investigation of a credible allegation of fraud unless DOH or OMIG finds good cause not to direct Hamaspik to withhold payments in accordance with 18 NYCRR § 518.7.

4. RIGHTS AND RESPONSIBILITIES OF HAMASPIK

4.1 Care Management. Hamaspik's Care Manager will authorize and coordinate the provision of services rendered under this Agreement. This responsibility includes authorizing the specific amount of services that will be utilized by the Member, including the number of units of service to be provided, as outlined in Exhibit A of this Agreement, and the authorized time period during which these services are to be provided. The Care Manager will visit the Provider as he/she deems necessary and will have access to Member medical or service records.

4.2 Provision of Information. Hamaspik shall give to Provider: (a) Policies and Procedures applicable to Provider; (b) information regarding the services, conditions to coverage, and any limitations or exclusions applicable under Hamaspik Choice; (c) a directory of Hamaspik providers; and (d) a copy of the Enrollee Bill of Rights.

4.3 Notification of Change of Status. Hamaspik shall immediately notify Provider in writing of: (a) the final adverse determination of any legal or governmental action filed against

Hamaspik that could materially affect Hamaspik' s performance under this Agreement; and (b) the occurrence of any of the events specified in Sections 9.1(b)(ii) through 9.1(b)(iv) and Section 9.2 hereof.

4.4 Provider-Patient Relationships. Hamaspik shall not interfere in any respect with the provision of services by Provider to Enrollees, it being understood and agreed that the traditional relationships between Provider and patient, physician and patient, and physician and Provider, will be respected and maintained. Notwithstanding Hamaspik' s obligation to pay for Approved Services rendered by Provider in accordance with the terms of this Agreement, Provider acknowledges that Hamaspik does not exercise control or direction over the manner or method by which Provider provides MLTC Covered Services or any other service or supply. Provider shall be fully responsible for providing MLTC Covered Services under this Agreement in a competent, satisfactory, timely, and efficient manner and in accordance with the applicable standard of care.

4.5 Peer Review Immunity. All activities conducted by Hamaspik pursuant to its utilization review and quality assurance programs, as set forth in the Policies and Procedures (the "UR and QA Programs"), shall be conducted in accordance with applicable laws and subject to the privileges and immunities pertaining to peer review activities to the maximum extent provided by law.

4.6 Policies and Procedures. Hamaspik shall have the right to adopt, amend, and replace from time to time, policies and procedures, and manuals to implement or clarify the terms and provisions of this Agreement, including without limitation, a Provider Manual, a reimbursement authorization form, billing procedures, Enrollee grievance and appeal procedures, and contract dispute resolution procedures (as described in Article 13 hereof)Hamaspik will provide no less than 30 days prior to implementation of any new rules or policies and procedures regarding quality improvement, service authorizations, Enrollee appeals and grievances and credentialing.

4.7 Compliance with Laws. Hamaspik shall comply with all applicable federal, state and local laws and regulations.

4.8 Transfer of Enrollees. Subject to any limitations imposed by applicable law or program requirements, Hamaspik may, at any time, request that Provider transfer an Enrollee to another provider or discharge the Enrollee to his/her home when Hamaspik determines that such transfer or discharge would be in the best interests of the Enrollee. Neither Hamaspik or its affiliates, nor the Enrollee shall have any liability for any charges or fees of Provider incurred after the date on which such transfer or discharge reasonably could have been effectuated.

4.9 Liaison. Hamaspik shall appoint a liaison to co-ordinate its activities with Provider under this Agreement and may, at any time upon notice to Provider, replace the liaison.

5. RIGHTS AND RESPONSIBILITIES OF PROVIDER

5.1 Coordination of Services. Provider shall be geographically accessible to Enrollees, coordinate the provision of MLTC Covered Services to Enrollees with the activities of

Hamaspik and other Hamaspik Program providers, and deliver MLTC Covered Services in accordance with the plans of care developed for Enrollees. Copies of all Enrollee medical and/or services records shall be provided to Hamaspik immediately upon request.

5.2 Program Compliance. Provider hereby agrees that Provider, and Provider's personnel and agents, shall comply and cooperate with the Policies and Procedures applicable to Provider that are reasonably adopted, supplemented, or amended by Hamaspik from time to time pursuant to Section 4.6 hereof and cooperate with the Hamaspik competency evaluation program and credentialing processes, including furnishing to Hamaspik for review copies of all licenses, certificates and other relevant credentials authorizing the operations of Provider and the provision of services hereunder. Provider shall be notified in writing of any material failure to comply with the terms of the Agreement and Hamaspik's Policies and Procedures, and afforded the opportunity to remedy any issues or problems before being sanctioned by Hamaspik. For purposes of this Section 5.2, application of a penalty for failure to comply with prior authorization requirements pursuant to Sections 2.1 and 2.2 above shall not be deemed a "sanction". Provider further agrees to abide by any and all guidance issued in writing by DOH applicable to Provider.

5.3 Notification of Changes in Status. Provider shall immediately notify Hamaspik in writing of: (a) any lapse, revocation, termination or suspension of Provider's licenses, accreditations, or certifications, or its Medicare or Medicaid provider status; (b) any legal or governmental action filed against Provider that could materially adversely affect Provider's performance under this Agreement; (c) the lapse, revocation, termination or suspension of any of the licenses, accreditations, authorizations, or certifications authorizing the provision of MLTC Covered Services by any person who has rendered MLTC Covered Services to Enrollees pursuant to this Agreement; (d) any adverse malpractice judgments involving an Enrollee against Provider or any person who has rendered Covered Ancillary Services to Enrollees pursuant to this Agreement; (e) any disciplinary action by a governmental agency involving an Enrollee against any person who has rendered MLTC Covered Services to Enrollees pursuant to this Agreement; and (f) the occurrence of any of the events specified in Section 9.1 hereof.

5.4 Compliance with Laws and DOH Contract. Provider shall comply with all federal, state, and local laws and regulations governing the operation of Provider and the provision of services hereunder, including but not limited to the Fair Labor Standards Act and Article 19 of the New York State Labor Law (Minimum Wage Act). In addition, Provider shall furnish to Hamaspik upon written request, copies of all licenses, certifications and accreditations of Provider relating to its provision of services hereunder. All services performed by Provider shall be consistent and comply with Hamaspik's obligations under the DOH Contract. Compliance by Provider hereunder and under this Agreement shall be subject to on-going monitoring by Hamaspik. Provider further agrees that it will comply with any corrective action required by Hamaspik if Hamaspik identifies deficiencies or areas of needed improvement in Provider's performance. Failure to correct any deficiency identified by Hamaspik may result in the imposition of sanctions or termination of this Agreement in accordance with Section 8.2 below.

5.5 Enrollee Bill of Rights; Enrollee Grievances and Appeals. Provider shall promote the rights of Enrollees and comply with the Enrollee Bill of Rights. Provider agrees to submit to

Hamaspik all grievances from Enrollees arising out of or related to this Agreement, and to cooperate with Hamaspik in the resolution thereof in accordance with the grievance and appeal procedures established by Hamaspik from time to time. Provider may not act in any manner so as to restrict the Enrollee's right to a fair hearing or influence an Enrollee's decision to pursue a fair hearing.

5.6 Hamaspik Utilization Review and Quality Assurance Programs. Provider agrees to cooperate with and facilitate the administration of Hamaspik's UR and QA Programs. Without limiting the foregoing, when requested by Hamaspik, Provider shall promptly provide to Hamaspik such copies of medical records, data, and other documents, and such access to appropriate Provider personnel and agents as are reasonably necessary for Hamaspik to conduct its UR and QA Programs, subject to applicable confidentiality laws. Provider shall abide by all decisions resulting therefrom, subject to Provider's rights under Article 13 hereof.

5.7 Cooperation with Hamaspik Program. To the extent permitted by applicable law, and in accordance with the Policy and Procedures, Provider shall cooperate and communicate, and shall use its best efforts to cause Provider employees and agents to cooperate and communicate, with Hamaspik, Hamaspik Program Physicians and other providers with regard to provision of services to Enrollees.

5.8 Enrollee Discharge Planning System. To the extent applicable, Provider agrees to cooperate with Hamaspik' s discharge planning of Enrollees, and, to the extent possible, support Hamaspik' s discharge planning with Enrollees and Enrollee's family members, including the planning for such continuing care as may be necessary, both medically and as a means for preventing early re-institutionalization.

5.9 Insurance; Maintenance and Scope of Coverage. Provider agrees to maintain, at its sole cost and expense, such policies of general liability and professional liability, and other insurance, with limits of not less than $1,000,000 for an individual claim and $3,000,000 in the aggregate, as shall insure Provider and its officers, directors, trustees, employees, and agents against any claim or claims for damages arising by reason of personal injury or death, and any other claim or claims arising in connection with or related to: (a) any service provided to an Enrollee pursuant to this Agreement; (b) any Provider facilities, equipment or vehicles, as applicable, used pursuant hereto; or (c) the conduct of Provider or Provider's officers, directors, trustees, employees or agents in connection with this Agreement. Evidence of such insurance policies shall be provided to Hamaspik promptly upon request. Provider shall notify Hamaspik thirty (30) days prior to any change in such insurance coverage.

5.10 Provider Personnel. All Provider personnel shall possess such licenses and certifications as may be required under applicable law, and shall possess that degree of skill and training as may be required to perform their respective duties hereunder.

5.11 Prohibition on Use of Federal Funds for Lobbying and Political Activity. Provider shall execute and comply with the "Certification Regarding Lobbying" attached hereto as Appendix II and made a part thereof. Provider shall not use funds it receives pursuant to this Agreement for any partisan political activity, or for activities that may influence legislation or the election or defeat any candidate for public office.

5.12 Home Care Services Worker Wage Parity Certification. In the event Provider employs home care aides, Provider shall certify annually to Hamaspik, on forms provided by DOH, that all home care aide services provided through Provider are in compliance with New York Public Health Law ("PHL") § 3614-c (Wage Parity Law). In addition, Provider shall provide sufficient information to Hamaspik on a quarterly basis, in the method and system established by Hamaspik, to verify that Provider is in compliance with PHL § 3614-c.

5.13 Ownership and Related Information Disclosure. Upon execution of this Agreement and within thirty-five (35) days after a change in ownership of Provider, Provider shall provide Hamaspik with complete ownership, control and relationship information, including: (a) the name and address of each person (individual or corporation) with an ownership or control interest in Provider or in any subcontractor in which Provider has direct or indirect ownership; (b) the date of birth and Social Security number for any individual with an ownership or control interest; (c) whether any of the persons named, in compliance with this Section, is related to another as spouse, parent, child, or sibling; (d) a tax identification number (in the case of a corporation) with an ownership or control interest in Provider as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which Provider has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child or sibling; (e) the name of any other participating providers in which a person with an ownership or control interest in Provider also has an ownership or control interest; and (f) the name, address, date of birth and social security number of any managing employee of Provider.

5.14 OMIG Compliance Review Authority. Provider shall allow OMIG to conduct reviews of Provider's compliance programs, in accordance with PHL §§ 30–36, and as authorized by federal or state laws and regulations.

6. RECORDS AND CONFIDENTIALITY; REPORTS

6.1 Record Maintenance and Provision of Information.

During the term of this Agreement and for six (6) years thereafter, Provider shall, to the extent required by law, maintain pertinent books and records relating to MLTC Covered Services, including but not limited to, Enrollee records, billing and payment records, in accordance with prudent recordkeeping procedures, and provide Hamaspik or its designee, DOH, LDSS, the Comptroller of the State of New York, the Comptroller General of the United States and their authorized representatives upon request and their respective representatives, reasonable access to such books and records as is required in accordance with this Agreement, the Policies and Procedures, the DOH Contract, the Hamaspik Program, or by applicable law or regulation, or as may be reasonably requested by Hamaspik and the parties stated herein.

To the extent required by the 1980 Omnibus Reconciliation Act (Public Law 96-499) (the "1980 Omnibus Reconciliation Act"), until the expiration of four years after the furnishing of the services provided under this Agreement, Provider shall make available, upon written request by the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), or the U.S. Comptroller General (the "Comptroller General"), or by their respective representatives, this Agreement and all books, documents and records of Provider that are necessary to certify the

nature and extent of the costs of such services. If Provider carries out the duties of this Agreement through a permitted subcontract worth $10,000 or more over a 12-month period with a related organization, to the extent required by the 1980 Omnibus Reconciliation Act, such subcontract also shall contain an access clause to permit access by the Secretary, the Comptroller General, and their respective representatives to the related organization's books, documents and records.

6.2 Ownership of Records. It is understood that original records of Provider shall be and remain the property of Provider and shall not be removed or transferred from Provider.

6.3 Confidential Information. All data, documents and information to which the Provider has access in connection with this Agreement, including demographic data, are conclusively deemed to be trade secrets and proprietary to Hamaspik (Confidential Information), and the Provider agrees to hold such Confidential Information in strictest confidence and to protect and safeguard such Confidential Information with at least the same degree of care as it protects and safeguards its own Confidential Information. The Provider will not use or disclose to any third party such Confidential Information of Hamaspik or its affiliates. Such Confidential Information may include, but is not limited to:

(a) Data, figures, projections, estimates, personnel history and information, accounting procedures, ideas, concepts, pricing, finances, financial condition, personnel, budgets, plans, policies, procedures, objectives, or strategies contracts, costs, operations techniques, processes and methodologies, including, but not limited to, those contained in computer software systems and programs in in records (whether or not recorded) and files of Hamaspik or its affiliates;

(b) Hamaspik or its affiliates' marketing plans and materials, including marketing plans for current or future periods;

(c) Product development information; and

(d) Other information relating to the business of Hamaspik or any of its affiliates.

6.4 Provider shall treat as confidential all Enrollee information and records in accordance with applicable laws and regulations and Hamaspik policies.

6.5 Reports. Provider shall submit promptly to Hamaspik, upon written request, any reports related to services provided to Enrollees, as are reasonably necessary to permit Hamaspik to administer the Hamaspik Program in accordance with all applicable laws, regulations, and rules, the QA and UR Programs and DOH Contract, including without limitation, reports regarding treatment documentation, health outcomes surveys, financial reports, billing reports and reports and surveys required by DOH.

7. INDEPENDENT RELATIONSHIPS

Nothing in this Agreement is intended nor shall be deemed or construed to create any relationship between Hamaspik and Provider other than that of independent entities contracting

with each other solely for the purpose of effecting the provisions of this Agreement. Neither party hereto, nor any of its respective officers, directors, trustees, or employees, shall be deemed or construed, by virtue of this Agreement, to be the agent, employee, representative, partner, or joint venture of the other. Neither party hereto is authorized, by virtue of this Agreement, to represent the other party for any purpose whatsoever without the prior written consent of the other party.

8. TERM AND TERMINATION

8.1 Term. This Agreement shall commence on January 1, 2018 ("Effective Date") and continue for an initial term of one (1) year. Unless terminated as hereinafter provided, this Agreement shall renew automatically for additional periods of one year unless either party gives the other written notice of its intent not to renew not less than sixty (60) days prior to the end of the then-current term, or unless this Agreement is terminated as provided herein.

8.2 Termination for Cause.

(a) Event of Default by Provider. Hamaspik may, by notice to Provider, immediately terminate this Agreement in the event of default by Provider, which for purposes of this Agreement, shall constitute the following:

(i) Enrollee Welfare. If Hamaspik or DOH reasonably determines that an Enrollee's health, safety or welfare is in immediate jeopardy, or following a pattern of substantiated complaints respecting Provider.

(ii) Failure to Comply with Licensing or Accreditation Requirements. If any of Provider's licenses under the NYS Public Health Law, as applicable, is suspended or revoked, or Provider's right to participate in the Medicare or Medicaid program is suspended or terminated.

(iii) Failure to Comply with Insurance Requirements. If Provider's insurance coverage required under this Agreement lapses, or is deemed inadequate by Hamaspik, suspended, terminated, cancelled, or revoked.

(iv) Bankruptcy or Insolvency. If Provider files for bankruptcy relief, or has a petition for bankruptcy filed against it which has not been dismissed within ninety (90) days, becomes insolvent, or if any substantial part of Provider's property becomes subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency.

(v) Billing Offenses. If Provider is found guilty of, liable for or otherwise sanctioned or penalized for billing fraud or abuse or related offenses by any court or governmental agency.

(b) Material Breach. In the event of a material breach by Provider hereunder, including without limitation, failure to provide services in accordance with this Agreement or failure to abide by the Policies and Procedures, including without limitation, submitting claims to Hamaspik for services not delivered and refusing to participate in Hamaspik's UR and QA programs, Hamaspik shall send a written notice of termination to Provider, which shall describe

the basis for termination and provide Provider with an opportunity to cure or remedy such breach within thirty (30) days from the date of such notice.

8.3 Termination of DOH Contract or Hamaspik Choice. This Agreement shall automatically terminate with or without notice upon the effective date of the termination of the contract between DOH and Hamaspik.

8.4 Termination without Cause. This Agreement may be terminated by either party, without cause, effective upon at least sixty (60) days' prior written notice to the other party.

8.5 Effect of Termination.

(a) Any termination of this Agreement hereunder shall be effective without the consent of or prior notice to any Enrollee or other third party.

(b) Except as specifically provided herein, upon termination of this Agreement, neither party shall have any further obligations hereunder, except for (i) obligations arising prior to the date of termination which remain unsatisfied as of the date of termination, and (ii) obligations or covenants which expressly or necessarily extend beyond the date of termination of this Agreement. If this Agreement is terminated, Provider shall continue to provide Contracted Services to Enrollees who are Provider inpatients or under active treatment at Provider's facilities as of the effective date of the termination until such Enrollees are medically appropriate for transfer or properly discharged, and, Hamaspik shall pay for such Contracted Services in accordance with the terms and conditions of this Agreement. Nothing herein shall be construed as authorizing or permitting Provider to abandon any Enrollee as a patient of Provider.

8.6 Cooperation. The parties agree to cooperate with each other to resolve promptly any outstanding financial, administrative, or Enrollee care issues in the event of any termination of this Agreement.

9. OBLIGATIONS UNDER LAW

9.1 Fraud and Abuse Prevention; Whistleblower Protection. In accordance with Section 6032 of the Deficit Reduction Act of 2005 ("DRA"), Provider shall comply with Hamaspik's Fraud and Abuse Prevention Policy, as revised from time to time by Hamaspik. Provider acknowledges that it has received a copy of the current Hamaspik Fraud and Abuse Prevention Policy. Hamaspik shall provide thirty (30) days' notice to Provider of any revisions to Hamaspik's Fraud and Abuse Prevention Policy. Provider shall make available to all employees and agents, and, to the extent required by DRA, any subcontractors, a copy of Hamaspik's Fraud and Abuse Prevention Policy, including specific discussion of the provisions of the policy in an employee handbook, if such agent or subcontractor has an employee handbook. Upon request from Hamaspik, Provider agrees to submit to Hamaspik a statement certifying that Provider complies with all applicable requirements, federal and state, associated with Hamaspik's Fraud and Abuse Prevention Policy and Section 6032 of the Deficit Reduction Act of 2005 (DRA). Provider shall cooperate fully with Hamaspik in the implementation of Hamaspik's Fraud and Abuse Prevention Policy and shall provide any and all assistance requested by Hamaspik, CMS, New York State Departments of Health or Social Services, and/or

any law enforcement agency or any prosecutorial agency in the investigation and prosecution of fraud and abuse and related crimes.

9.2 Notwithstanding any other provision in this Agreement, Hamaspik agrees that it will (a) ensure that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations; and (b) plan, coordinate and ensure the quality of services provided.

9.3 NYS DOH Standard Clauses. The "New York State Department of Health Standard Clauses for Managed Care Provider/IPA/ACO Contracts" attached to this Agreement as Appendix I, are expressly incorporated into this Agreement and are binding upon the parties to 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

10. REPRESENTATIONS WARRANTIES AND OTHER COVENANTS

10.1 Representations, Warranties and Covenants of Each Party. Each party represents and warrants that: (a) it is a corporation or limited liability company duly organized, validly existing, and in good standing under the laws of the State of New York; (b) it has full legal right, authority, and capacity to execute and deliver this Agreement, to carry on its business as currently conducted and to perform its obligations set forth herein; (c) the execution, delivery and performance by such party of this Agreement, the fulfillment of and the compliance with respective terms and provisions hereof, and the consummation of the transactions contemplated herein, do not and will not: (i) conflict with, or violate any provision of, any statute, law, ordinance, rule, regulation, order, determination, writ, judgment, injunction, decree, or award of any arbitrator or governmental authority having applicability to such party, or any provision of its organizational documents; or (ii) conflict with, or result in any breach of, or constitute a default under, any indenture, loan or credit agreement, or any other agreement, commitment, lease, contract, deed of trust, mortgage, note, or other instrument to which such party is a party or by which such party may be bound or affected; and (d) the execution and delivery of this Agreement has been duly authorized by such party, and such party has taken all action necessary for it to enter into this Agreement and to perform its obligations as set forth herein in accordance with the terms and conditions of this Agreement.

10.2 Additional Representations and Warranties of Hamaspik. Hamaspik represents and warrants that: (a) it possesses and will possess at all times during the term of this Agreement all approvals, authorizations, licenses, and certifications and has filed all registrations, applications, and statements required by applicable law to administer the Hamaspik Program; and (b) to the best of its knowledge and belief, no officer, director, trustee, agent, or employee of Hamaspik has been convicted of any criminal offense related to his or her involvement in the Medicaid or Medicare Programs or any other federally-funded health benefit program.

10.3 Additional Representations and Warranties of Provider. Provider represents and warrants that: (a) it possesses and will possess at all times during the term of this Agreement all

approvals, authorizations, licenses and certifications, and has filed all registrations, applications, and statements required by applicable law to conduct its health care operations and to perform the services and acts required of it hereunder, and (b) to the best of its knowledge and belief, no officer, director, trustee, agent, or employee of Provider has been convicted of any criminal offense related to his or her involvement in the Medicaid or Medicare Programs or any other federally-funded health benefit program.

11. INDEMNIFICATION

11.1 Right to Indemnification. Each party hereto hereby agrees to indemnify and defend the other party and its respective officers, directors, trustees, agents, employees, and affiliates (the "Indemnified Party") from and against all demands, claims, actions or causes of action, losses, damages, liabilities, costs, taxes, and expenses, including, without limitation, reasonable attorneys' fees and disbursements (collectively "Claims") to the extent that such Claim(s) are incurred by or asserted against the Indemnified Party by reason of or in connection with any: (a) actual or alleged negligence, willful misconduct, error, or omission of the indemnifying party, its officers, directors, trustees, agents, or employees (the "Indemnifying Party") in connection with the execution or performance of this Agreement; (b) misrepresentation or breach of the Indemnifying Party's representations and warranties made herein or pursuant hereto; or (c) failure by the Indemnifying Party to pay, perform, or comply with any of the provisions of this Agreement or of any other agreement, document or instrument delivered pursuant hereto or in connection herewith.

11.2 Defense of Claim. In the event any action, suit or proceeding is brought against the Indemnified Party by reason of any such occurrence, the Indemnifying Party shall have the right, at its expense, to resist and defend such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. In the event the Indemnifying Party does not elect to defend such action, suit, or proceeding or cause the same to be defended, the Indemnifying Party shall give prompt notice thereof to the Indemnified Party, and the Indemnified Party shall have the right to undertake the defense, compromise, or settlement thereof for the account and risk of the Indemnifying Party. Such counsel, and any such compromise or settlement, shall be subject to the reasonable approval of the Indemnifying Party, which approval shall not be unreasonably withheld. Anything in this Article 11 to the contrary notwithstanding: (a) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right, at its own cost and expense, to participate in the defense, compromise or settlement of the Claim; (b) the Indemnifying Party shall not, without the Indemnified Party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Claim; and (c) in the event that the Indemnifying Party undertakes defense of any Claim, the Indemnified Party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the Indemnifying Party and its counsel or other representatives concerning such Claim and the Indemnifying Party and the Indemnified Party and their respective counsel or other representatives shall cooperate with respect to such Claim.

12. NOTICES

All notices, demands, requests, reports, or other communications which are to be given by either party to the other pursuant to this Agreement shall be in writing and mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or by nationally-recognized overnight delivery service, addressed as follows or otherwise as each party may designate by notice.

If to Hamaspik: **Hamaspik Choice, Inc.**
Suite 1
58 Route 59
Monsey NY 10952
Attention: Yoel Bernath, Executive Director

If to Provider: **Sullivan County Public Health Services**
50 Community Lane
Liberty, NY 12754
Attention: Joshua Potosak, County Manager

Each notice, demand, request, report, or communication which is transmitted in the manner described above shall be deemed sufficiently given and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt or affidavit, or at such time as delivery is refused by the addressee upon presentation.

13. APPEALS AND DISPUTE RESOLUTION

13.1 Provider Appeals. Provider shall have the right to an external appeal in connection with a concurrent adverse determination. If Provider requests an appeal on its own behalf (i.e., is not acting as the Member's designee), Provider shall be responsible for the full cost of the appeal if the external appeal agent upholds the MLTC's determination in whole, and will share the cost of the appeal equally with the MLTC if the appeal agent upholds the MLTC's determination in part. Provider has no responsibility for the cost of the appeal if Provider is acting as the Member's designee. The Superintendent of Insurance has the authority to determine whether Provider acted as the Member's designee. Regardless of whether Provider acted as the Member's designee, Provider is prohibited from seeking payment from the Member for services determined not be medically necessary by the external appeal agent, other than to collect any applicable co-payments.

13.2 Arbitration. All disputes between the parties related to utilization management shall be addressed according to the utilization review standards and procedures defined in Article 49 of the NYS Public Health Laws, as applicable. For any other dispute between Hamaspik and Provider, the parties shall meet and negotiate in good faith to attempt to resolve the dispute. Disputes hereunder related to matters covered by the DOH Contract shall be resolved using the DOH's interpretation of the terms and provisions under the DOH Contract. If the dispute is not resolved after thirty (30) days from the date one party sent written notice of the dispute to the other party, either party may submit the dispute to binding arbitration in accordance with the rules of the American Health Lawyers' Association ("AHLA"). In no event may arbitration be

initiated more than one (1) year following the sending of written notice of the dispute. Any arbitration proceeding under this Agreement shall be conducted in NYS and at a location agreed to by the parties or as selected by the AHLA. The arbitrators shall have no authority to award any punitive or exemplary damages, and shall be bound by controlling law. The arbitrators shall not vary or ignore the terms of this Agreement, but may construe and interpret such terms. The Commissioner shall be sent written notice of all issues being submitted to arbitration hereunder and copies of all decisions rendered. The parties expressly acknowledge that the Commissioner is not bound by any arbitration decision rendered hereunder.

14. MISCELLANEOUS PROVISIONS

14.1 Amendment. This Agreement may be amended by a written instrument duly executed by the parties hereto. In addition, Hamaspik may amend this Agreement on ninety (90) days written notice by sending Provider a copy of the amendment. Provider's signature is not required to make the amendment effective. However, if the amendment is not required by law or regulation and would impose a material adverse impact on Provider, then Provider may terminate this Agreement on sixty (60) days written notice to Hamaspik by sending a termination notice within thirty (30) days after receipt of the amendment. Any material amendment to this Agreement requires the prior approval of the New York State Department of Health thirty (30) days in advance of its anticipated execution.

14.2 Assignment. Neither party may assign or delegate this Agreement or any part thereof without the prior written consent of the other party; provided, however, Hamaspik may, without the consent of Provider, delegate its duties or assign its rights under this Agreement to any entity that owns, is owned or controlled by, or under common ownership or control with, Hamaspik.

14.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14.4 Non-exclusivity. This Agreement is non-exclusive, and nothing contained herein shall preclude or prevent either party from participating in or contracting with any third party for similar or other services.

14.5 Right to Publicity. The Provider will not develop its own advertising or marketing materials describing Hamaspik Choice and will use only those marketing materials that have been developed by Hamaspik and approved by the Department of Health to inform individuals about the possibility of enrollment in the Hamaspik Program. Hamaspik shall make available to the Provider a supply of marketing materials that can be used to inform the Provider's clients about the availability of the Hamaspik Program. Provider shall have the right to use the Hamaspik name to identify Hamaspik and Provider's participation in and affiliation with the Hamaspik Program. Hamaspik shall have the right to use the name and other relevant information of Provider for purposes of identifying and describing Provider as a Hamaspik Program Provider to Enrollees, prospective Enrollees, and other third parties and for carrying out the terms of this Agreement. Except as provided herein, neither Hamaspik nor Provider shall use the other party's name or any of its program names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such party.

14.6 Right to Review. Provider acknowledges and agrees that DOH has the right to review this Agreement.

14.7 Survival. The termination or expiration of this Agreement shall not affect the rights and obligations of the parties hereto arising out of any services or transactions occurring prior to the effective date of such termination or expiration, or other obligations expressly intended to survive the termination or expiration hereof. Without limiting the generality of the foregoing, the following provisions of this Agreement shall survive any termination or expiration of this Agreement: Articles 3, 6, 7, 10, 11 and 13, Sections 5.5, 8.4 and 8.5, and all definitional provisions of this Agreement to the extent that they pertain to any surviving provisions or obligations.

14.8 Severability. If any term or provision of this Agreement shall be found to be invalid or unenforceable under applicable law, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and the invalid or unenforceable term or provision shall be deemed to be deleted.

14.9 Governing Law. This Agreement shall be governed in all respects by the laws of the State of New York not including the choice of law rules thereof.

14.10 Conflict between Agreement and Attachments. In the event of any conflict between the provisions of the main body of this Agreement and the provisions of any attachments hereto, the provisions of the attachments shall govern.

14.11 Section Headings. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.

14.12 Interpretation and Further Action. This Agreement shall be interpreted and construed by the parties hereto in a manner consistent with the laws, regulations, and agreements governing the operation of the Hamaspik Program and consistent with the purposes thereof. The parties hereto agree to take or cause to be taken such further actions as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms, and conditions of this Agreement. No provision of this Agreement shall be construed as contrary to the provisions of Article 44 of the NYS Public Health Law and its implementing regulations to the extent that it does not conflict with 42 CFR Section 460 et seq.

14.13 No Third-Party Beneficiaries. It is the explicit intention of the parties hereto that no person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against either party hereto, and that the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto and their respective successors and assigns as permitted hereunder; provided however, that the covenants, undertakings, and agreements set forth in Section 3.2 hereof shall be construed for the benefit of Enrollees.

14.14 Force Majeure. Each party shall use all efforts to perform its obligations under this Agreement, but shall be excused for failure to perform or for delay in performance hereunder due to unforeseeable circumstances beyond its reasonable control, or which could not have been prevented by it, including, but not limited to, floods, hurricanes, earthquakes, acts of war or terrorism, civil unrest or embargoes.

14.15 No Waiver. No waiver hereunder shall be binding unless set forth in writing and duly executed by the party against whom enforcement of the waiver is sought. Neither the waiver by either of the parties hereto or a breach of, or a default under any of the provisions of this Agreement, nor the failure of either party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights, or privileges hereunder.

14.16 HIPAA. The parties agree to comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations (HIPAA). Furthermore, Hamaspik reserves the right to audit, no less than once every three (3) years, Provider's written information security program to determine if such program meets the requirements of the security regulations issued under HIPAA.

14.17 Cumulative Remedies. The remedies provided herein shall be cumulative, and shall not preclude one party from asserting any other rights or seeking any other remedies against the other party, or its successors or permitted assigns, pursuant to this Agreement or as provided by applicable law. Nothing contained herein shall preclude a party from seeking equitable relief, where appropriate.

14.18 Execution in Counterparts. To facilitate execution, this Agreement may be executed in counterparts; and it shall be sufficient that the signature for each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement.

14.19 Entire Agreement. Except as expressly set forth herein, this Agreement, together with all exhibits and appendices hereto, constitute the entire agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, and undertakings with respect to the matters provided for herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or have caused this Agreement to be executed on their behalf, as of the date first written above.

HAMASPIK CHOICE, INC.

Dated April 27 '18

By: _____
Name: Yoel Bernath
Title: Executive Director

PROVIDER

Dated: _____

By: _____
Name: Joshua Potosek
Title: County Mayor

APPROVED AS TO FORM:

SULLIVAN COUNTY ATTORNEY

EXHIBIT A

Contracted Services and Fee Schedule

Services provided to Hamaspik CHOICE Members:

Service Type:	Procedure Code:	Rate:
Home Health Aide	S9122	100% of current CHHA Medicaid rates per hour
Registered Nurse	T1030	100% of current CHHA Medicaid rates per visit
Physical Therapy	S9131	100% of current CHHA Medicaid rates per visit
Occupational Therapy	S9129	100% of current CHHA Medicaid rates per visit
Speech Therapy	S9128	100% of current CHHA Medicaid rates per visit
Medical Social Services	S9127	$65.00 per visit

EXHIBIT B

Billing and Compensation Procedures

Provider shall submit claims for all services provided hereunder as provided in the MLTC's Provider Manual.

Payment shall be made to Provider consistent with the prompt payment provisions of Section 3224-a of the New York State Insurance Law.

No payment will be made for invoices submitted beyond one hundred twenty (120) days after which services are rendered.

APPENDIX I

New York State Department of Health

Standard Clauses
for
Managed Care
Provider/IPA/ACO Contracts

APPENDIX
Revised 04/01/2017

Notwithstanding any other provision of this agreement, contract, or amendment (hereinafter "the Agreement " or "this Agreement ") the Article 44 plans and providers that contract with such plans, and who are a party agree to be bound by the following clauses which are hereby made a part of the Agreement. Further, if this Agreement is between a Managed Care Organization and an IPA/ACO, or between an IPA/ACO and an IPA/ACO, such clauses must be included in IPA/ACO contracts with Providers, and Providers must agree to such clauses.

A. Definitions for Purposes of this Appendix

"Managed Care Organization" or "MCO" shall mean the person, natural or corporate, or any groups of such persons, certified under Public Health Law Article 44, who enter into an arrangement, agreement or plan or any combination of arrangements or plans which provide or offer a comprehensive health services plan, or a health and long term care services plan.

"Independent Practice Association" or "IPA" shall mean an entity formed for the limited purpose of contracting for the delivery or provision of health services by individuals, entities and facilities licensed and/or certified to practice medicine and other health professions, and, as appropriate, ancillary medical services and equipment. Under these arrangements, such health care Providers and suppliers will provide their service in accordance with and for such compensation as may be established by a contract between such entity and one or more MCOs. "IPA" may also include, for purposes of this Agreement, a pharmacy or laboratory with the legal authority to contract with other pharmacies or laboratories to arrange for or provide services to enrollees of a New York State MCO.

"Provider" shall mean physicians, dentists, nurses, pharmacists and other health care professionals, pharmacies, hospitals and other entities engaged in the delivery of Health Care Services which are licensed, registered and/or certified as required by applicable federal and state law.

B. General Terms and Conditions

1. This agreement is subject to the approval of the New York State Department of Health (DOH) and if implemented prior to such approval, the parties agree to incorporate into this Agreement any and all modifications required by DOH for approval or, alternatively, to terminate this Agreement if so directed by DOH, effective sixty (60) days subsequent to notice, subject to Public Health Law §4403 (6)(e). This Agreement is the sole agreement between the parties regarding the arrangement established herein.

2. Any material amendment to this Agreement is subject to the prior approval of DOH, and any such amendment shall be submitted for approval in accordance with the appropriate procedures and timelines described in Sections III and VII of the New York State Department of Health Provider Contract Guidelines for MCOs and IPA/ACOs. To the extent the MCO provides and arranges for the

provision of comprehensive Health Care Services to enrollees served by the Medical Assistance Program, the MCO shall notify and/or submit a copy of such material amendment to DOH, as may be required by the Medicaid Managed Care contract between the MCO and DOH.

3. Assignment of an agreement between an MCO and (1) an IPA/ACO, (2) an institutional network Provider, or (3) a medical group Provider that serves five percent or more of the enrolled population in a county, or the assignment of an agreement between an IPA/ACO and (1) an institutional Provider or (2) a medical group Provider that serves five percent or more of the enrolled population in a county, requires the prior approval of the Commissioner of Health.

4. The Provider agrees, or if the Agreement is between the MCO and an IPA/ACO or between an IPA/ACO and an IPA/ACO, the IPA/ACO agrees and shall require the IPA/ACO's Providers to agree, to comply fully and abide by the rules, policies and procedures that the MCO (a) has established or will establish to meet general or specific obligations placed on the MCO by statute, regulation, contract, or DOH or DFS guidelines or policies and (b) has provided to the Provider at least thirty days in advance of implementation, including but not limited to:

    - quality improvement/management;
    - utilization management, including but not limited to precertification procedures, referral process or protocols, and reporting of clinical
    - encounter data;
    - member grievances; and
    - Provider credentialing.

5. The Provider or, if the Agreement is between the MCO and an IPA/ACO, or between an IPA/ACO and an IPA/ACO, the IPA/ACO agrees, and shall require its Providers to agree, to not discriminate against an enrollee based on color, race, creed, age, gender, sexual orientation, disability, place of origin, source of payment or type of illness or condition.

6. If the Provider is a primary care practitioner, the Provider agrees to provide twenty-four (24) hour coverage and back-up coverage when the Provider is unavailable. The Provider may use a twenty-four (24) hour back-up call service provided appropriate personnel receive and respond to calls in a manner consistent with the scope of their practice.

7. The MCO or IPA/ACO that is a party to this Agreement agrees that nothing within this Agreement is intended to, or shall be deemed to, transfer liability for the MCO's or IPA/ACO's own acts or omissions, by indemnification or otherwise, to a Provider.

8. Notwithstanding any other provision of this Agreement, the parties shall comply with the provisions of the Managed Care Reform Act of 1996 (Chapter 705 of the

Laws of 1996) Chapter 551 of the Laws of 2006, Chapter 451 of the Laws of 2007, Chapter 237 of the Laws of 2009, Chapter 297 of the Laws of 2012, Chapter 199 of the Laws of 2014, Part H, Chapter 60, of the Laws of 2014 and Chapter 6 of the Laws of 2015 with all amendments thereto.

9. To the extent the MCO enrolls individuals covered by the Medical Assistance Program, this Agreement incorporates the pertinent MCO obligations under the Medicaid Managed Care contract between the MCO and DOH as set forth fully herein, including:

   a. The MCO will monitor the performance of the Provider or IPA/ACO under the Agreement and will terminate the Agreement and/or impose other sanctions if the Provider's or IPA/ACO's performance does not satisfy the standards set forth in the Medicaid Managed Care contract.

   b. The Provider or IPA/ACO agrees that the work it performs under the Agreement will conform to the terms of the Medicaid managed care contract between the MCO and DOH and that it will take corrective action if the MCO identifies deficiencies or areas of needed improvement in the Provider's or IPA/ACO's performance.

   c. The Provider or IPA/ACO agrees to be bound by the confidentiality requirements set forth in the Medicaid Managed Care contract between the MCO and DOH.

   d. The MCO and the Provider or IPA/ACO agree that a woman's enrollment in the MCO's Medicaid Managed Care product is sufficient to provide services to her newborn, unless the newborn is excluded from the enrollment in Medicaid Managed Care or the MCO does not offer a Medicaid Managed Care product in the mother's county of fiscal responsibility.

   e. The MCO shall not impose obligations and duties on the Provider or IPA/ACO that are inconsistent with the Medicaid Managed Care contract or that impair any rights accorded to DOH, the local Department of Social Services, or the United States Department of Health and Human Services.

   f. The Provider or IPA/ACO agrees to provide medical records to the MCO for purposes of determining newborn eligibility for Supplemental Security Income where the mother is a member of the MCO and for quality purposes at no cost to the MCO.

   g. The Provider or IPA/ACO agrees, pursuant to 31 U.S.C. §1352 and CFR Part 93, that no federally appropriated funds have been paid or will be paid to any person by or on behalf of the Provider/IPA/ACO 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 any Member of Congress in connection with the aware 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. The Provider or IPA/ACO agrees to complete and submit the "Certification Regarding Lobbying," Appendix _ attached hereto and incorporated herein, if this Agreement exceeds $100,000. If any funds other than federally 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 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 of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement, and the Agreement exceeds $100,000 the Provider or IPA/ACO shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

h. The Provider or IPA/ACO agrees to disclose to the MCO, on an ongoing basis, any managing employee who has been convicted of a misdemeanor or felony in relation to the employee's involvement in any program under Medicare, Medicaid or a Title XX services program (block grant programs).

i. The Provider or IPA/ACO agrees to monitor its employees and staff against the List of Excluded Individuals and Entities (LEIE), the Social Security Administration Death Master List, and the National Plan Provider Enumeration System (NPPES).

j. The Provider or IPA/ACO agrees to disclose to the MCO complete ownership, control, and relationship information.

k. The Provider or IPA/ACO agrees to obtain for the MCO ownership information from any subcontractor with whom the Provider has had a business transaction totaling more than $25,000 during the 12-month period ending on the date of the request made by DOH, Office of the Medicaid Inspector General (OMIG) or the United States Department of Health and Human Services (DHHS). The information requested shall be provided to the MCO within 35 days of such request.

l. The Provider or IPA/ACO agrees to have an officer, director or partner of the Provider execute and deliver to DOH a certification, using a form provided by DOH through OMIG's website, within five (5) days of executing this agreement, stating that:

- The Provider or IPA/ACO is subject to the statutes, rules, regulations, and applicable Medicaid Updates of the Medicaid program and of DOH related to the furnishing of care, services or supplies provided directly by, or under the supervision of, or ordered, referred or prescribed by the Provider. This includes 18 NYCRR 515.2 except to the extent that any reference in the regulation establishing rates, fees, and claiming instructions will refer to the rates, fees and claiming instructions set by the MCO.

- All claims submitted for payment by the Provider/IPA/ACO are for care, services or medical supplies that have been provided.

- Payment requests are submitted in accordance with applicable law.

m. The Provider or IPA/ACO agrees to require that an officer, director or partner of all subcontractors if they are not natural persons, or the subcontractor itself if it is a natural person, execute a certification, using a form provided by DOH through OMIG's website, before the subcontractor requests payment under the subcontract, acknowledging that:

- The subcontractor is subject to the statutes, rules, regulations, and applicable Medicaid Updates of the Medicaid program and of DOH related to the furnishing of care, services or supplies provided directly by, or under the supervision of, or ordered, referred or prescribed by the subcontractor. This includes 18 NYCRR 515.2 except to the extent that any reference in the regulation establishing rates, fees, and claiming instructions will refer to the rates, fees and claiming instructions set by the MCO.

- All claims submitted for payment by the subcontractor are for care, services or medical supplies that have been provided.

- Payment requests are submitted in accordance with applicable law.

10. The parties to this Agreement agree to comply with all applicable requirements of the federal Americans with Disabilities Act.

11. The Provider agrees, or if the Agreement is between the MCO and an IPA/ACO or between an IPA/ACO and an IPA/ACO, the IPA/ACO agrees and shall require the IPA's Providers to agree, to comply with all applicable requirements of the Health Insurance Portability and Accountability Act, the HIV confidentiality requirements of Article 27-F of the Public Health Law, and Mental Hygiene Law § 33.13.

12. Compliance Program. The Provider agrees that if it claims, orders, or is paid $500,000 or more per year from the Medical Assistance Program, including, in the aggregate, claims submitted to or paid directly by the Medical Assistance

Program and/or claims submitted to or paid by any MCO under the Medicaid Managed Care Program, that it shall adopt and implement a compliance program which meets the requirements of New York State Social Services Law § 363-d(2) and 18 NYCRR § 521.3.

13. Compliance Program Certification. The Provider agrees that if it is subject to the requirements of Section B (12) of this Appendix, it shall certify to DOH, using a form provided by OMIG on its website, within 30 days of entering into a Provider Agreement with the MCO, if they have not so certified within the past year that a compliance program meeting the requirements of 18 NYCRR §521.3 and Social Services Law § 363-d(2) is in place. The Provider shall recertify during the month of December each year thereafter using a form provided by OMIG on OMIG's website.

C. Payment and Risk Arrangements

1. Enrollee Non-liability. Provider agrees that in no event, including, but not limited to, nonpayment by the MCO or IPA/ACO, insolvency of the MCO or IPA/ACO, or breach of this Agreement, shall Provider bill; charge; collect a deposit from; seek compensation, remuneration or reimbursement from; or have any recourse against a subscriber, an enrollee or person (other than the MCO or IPA/ACO) acting on his/her/their behalf, for services provided pursuant to the subscriber contract or Medicaid Managed Care contract and this Agreement, for the period covered by the paid enrollee premium. In addition, in the case of Medicaid Managed Care, Provider agrees that, during the time an enrollee is enrolled in the MCO, Provider will not bill DOH or the City of New York for covered services within the Medicaid Managed Care benefit package as set forth in the Agreement between the MCO and DOH. This provision shall not prohibit the Provider, unless the MCO is a Managed Long Term Care plan designated as a Program of All-Inclusive Care for the Elderly (PACE), from collecting copayments, coinsurance amounts, or permitted deductibles, as specifically provided in the evidence of coverage, or fees for uncovered services delivered on a fee-for- service basis to a covered person, provided that Provider shall have advised the enrollee in writing that the service is uncovered and of the enrollee's liability therefore prior to providing the service. Where the Provider has not been given a list of services covered by the MCO, and/or Provider is uncertain as to whether a service is covered, the Provider shall make reasonable efforts to contact the MCO and obtain a coverage determination prior to advising an enrollee as to coverage and liability for payment and prior to providing the service. This provision shall survive termination of this Agreement for any reason and shall supersede any oral or written agreement now existing or hereafter entered into between Provider and enrollee or person acting on his or her behalf.

2. Coordination of Benefits (COB). To the extent otherwise permitted in this Agreement, the Provider may participate in collection of COB on behalf of the MCO, with COB collectibles accruing to the MCO or to the Provider. However, with respect to enrollees eligible for medical assistance or participating in Child

Health Plus, the Provider shall maintain and make available to the MCO records reflecting COB proceeds collected by the Provider or paid directly to enrollees by third party payers, and amounts thereof, and the MCO shall maintain or have immediate access to records concerning collection of COB proceeds.

3. If the Provider is a health care professional licensed, registered or certified under Title 8 of the Education Law, the MCO or the IPA/ACO must provide notice to the Provider at least ninety (90) days prior to the effective date of any adverse reimbursement arrangement as required by Public Health Law §4406-c(5-c). Adverse reimbursement change shall mean a proposed change that could reasonably be expected to have a material adverse impact on the aggregate level of payment to a health care professional. This provision does not apply if the reimbursement change is required by law, regulation or applicable regulatory authority; is required as a result of changes in fee schedules, reimbursement methodology or payment policies established by the American Medical Association current procedural terminology (CPT) codes, reporting guidelines and conventions; or such change is expressly provided for under the terms of this Agreement by the inclusion or reference to a specific fee or fee schedule, reimbursement methodology, or payment policy indexing scheme.

4. The parties agree to comply with and incorporate the requirements of Physician Incentive Plan (PIP) Regulations contained in 42 CFR §438.6(h), 42 CFR §422.208, and 42 CFR §422.210 into any contracts between the contracting entity (Provider, IPA/ACO, hospital, etc.) and other persons/entities for the provision of services under this Agreement. No specific payment will be made directly or indirectly under the plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an enrollee.

5. The parties agree that, where required by Public Health Law §4903, a claim for certain continued, extended, or additional health care services cannot be denied on the basis of medical necessity or a lack of prior authorization while a utilization review determination is pending if all necessary information was provided within the required timeframes and under the circumstances described in Public Health Law §4903.

6. The parties agree to follow Section 3224-a of the Insurance Law providing timeframes for the submission and payment of Provider claims to the MCO.

7. The parties agree to follow Section 3224-b(a) of the Insurance Law requiring an MCO to accept and initiate the processing of all claims submitted by physicians that conform to the American Medical Association's Current Procedural Technology (CPT) codes, reporting guidelines and conventions, or to the Centers for Medicare and Medicaid Services' Healthcare Common Procedure Coding System (HCPCS).

8. The parties agree to follow Section 3224-b(b) of the Insurance Law prohibiting an MCO from initiating overpayment recovery efforts more than 24 months after the

original payment was received by a health care Provider, except where: (1) the plan makes overpayment recovery efforts that are based on a reasonable belief of fraud or other intentional misconduct or abusive billing; (2) for the Medicaid Managed Care and Family Health Plus programs, the overpayment recovery period for such programs is six years from date payment was received by the health care Provider with written notice 30 days prior to engaging in overpayment recovery efforts. Such notice must state the patient's name, service date, payment amount, proposed adjustment, and a reasonably specific explanation of the proposed adjustment.

9. The parties agree to follow Section 3224-c of the Insurance Law providing that claims cannot be denied solely on the basis that the MCO has not received from the member information concerning other insurance coverage.

10. The parties agree that this contract does not waive, limit, disclaim, or in any way diminish the rights that any Provider may have pursuant to Section 3238 of the Insurance Law to the receipt of claims payment for services where preauthorization was required and received from the appropriate person or entity prior to the rendering of the service.

11. The parties agree that for a contract involving Tier 2 or 3 arrangements as described in Section VII.B of the Guidelines, the contract must:

    a. Provide for the MCO's ongoing monitoring of Provider financial capacity and/or periodic Provider financial reporting to the MCO to support the transfer of risk to the Provider; and

    b. Include a provision to address circumstance where the Provider's financial condition indicates an inability to continue accepting such risk; and

    c. Address MCO monitoring of the financial security deposit, describing the method and frequency of monitoring and recourse for correcting underfunding of the deposit to be maintained by the MCO; and

    d. Include a provision that the Provider will submit any additional documents or information related to its financial condition to the MCO, if requested by DOH.

12. The parties agree that for any contract involving an MCO and IPA/ACO, the contract must include provisions whereby:

    a. The parties expressly agree to amend or terminate the contract at the direction of DOH;

    b. The IPA/ACO will submit both quarterly and annual financial statements to the MCO, as well as any additional documents required by the MCO as necessary to assess and ensure the IPA/ACO's progress towards achieving value based payment goals as specified in the Roadmap, and the MCO

will notify DOH of any substantial change in the financial condition of the IPA/ACO; and

c. The IPA/ACO will submit any additional documents or information related to its financial condition to the MCO, if requested by DOH; and

d. The parties agree that all Provider contracts will contain provision prohibiting Providers, in the event of a default by the IPA/ACO, from demanding payment from the MCO for any covered services rendered to the MCO's enrollees for which payment was made by the MCO to the IPA/ACO pursuant to the risk agreement.

D. Records and Access

1. Pursuant to appropriate consent/authorization by the enrollee, the Provider will make the enrollee's medical records and other personally identifiable information (including encounter data for government-sponsored programs) available to the MCO (and IPA/ACO if applicable) for purposes including preauthorization, concurrent review, quality assurance, (including Quality Assurance Reporting Requirements (QARR)), payment processing, and qualification for government programs, including but not limited to newborn eligibility for Supplemental Security Income (SSI) and for MCO/Manager analysis and recovery of overpayments due to fraud and abuse. The Provider will also make enrollee's medical records available to the State for management audits, financial audits, program monitoring and evaluation, licensure or certification of facilities or individuals, and as otherwise required by state law. The Provider shall provide copies of such records to DOH at no cost. The Provider (or IPA/ACO if applicable) expressly acknowledges that the Provider shall also provide to the MCO and the State (at no expense to the State), on request, all financial data and reports, and information concerning the appropriateness and quality of services provided, as required by law. These provisions shall survive termination of the contract for any reason.

2. When such records pertain to Medicaid reimbursable services, the Provider agrees to disclose the nature and extent of services provided and to furnish records to DOH and/or the United States Department of Health and Human Services, the County Department of Social Services, the Comptroller of the State of New York, the Office of the Medicaid Inspector General, the New York State Attorney General, and the Comptroller General of the United States and their authorized representatives upon request. This provision shall survive the termination of this Agreement regardless of the reason.

3. The parties agree that medical records shall be retained for a period of six years after the date of service, and in the case of a minor, for three years after majority or six years after the date of service, whichever is later, or for such longer period as specified elsewhere within this Agreement. This provision shall survive the termination of this Agreement regardless of the reason.

4. The MCO and the Provider agree that the MCO will obtain consent directly from enrollees at the time of enrollment or at the earliest opportunity, or that the Provider will obtain consent from enrollees at the time of service is rendered or at the earliest opportunity, for disclosure of medical records to the MCO, to an IPA/ACO or to third parties. If the Agreement is between an MCO and an IPA/ACO, or between an IPA/ACO and an IPA/ACO, the IPA/ACO agrees to require the Providers with which it contracts to agree as provided above. If the Agreement is between an IPA/ACO and a Provider, the Provider agrees to obtain consent from the enrollee if the enrollee has not previously signed consent for disclosure of medical records.

E. Termination and Transition

1. Termination or non-renewal of an agreement between an MCO and an IPA/ACO, institutional network Provider, or medical group Provider that serves five percent or more of the enrolled population in a county, or the termination or non-renewal of an agreement between an IPA/ACO and an institutional Provider or medical group Provider that serves five percent or more of the enrolled population in a county, requires notice to the Commissioner of Health. Unless otherwise provided by statute or regulation, the effective date of termination shall not be less than 45 days after receipt of notice by either party, provided, however, that termination by the MCO may be effected on less than 45 days' notice provided the MCO demonstrates to the satisfaction of DOH, prior to termination, that circumstances exist which threaten imminent harm to enrollees or which result in Provider being legally unable to deliver the covered services and, therefore, justify or require immediate termination.

2. If this Agreement is between the MCO and a health care professional, the MCO shall provide to such health care professional a written explanation of the reasons for the proposed contract termination, other than non-renewal, and an opportunity for a review as required by state law. The MCO shall provide the health care professional 60 days' notice of its decision to not renew this Agreement.

3. If this Agreement is between an MCO and an IPA/ACO, and the Agreement does not provide for automatic assignment of the IPA/ACO's Provider contracts to the MCO upon termination of the MCO/IPA/ACO contract, in the event either party gives notice of termination of the Agreement, the parties agree, and the IPA/ACO's Providers agree, that the IPA/ACO Providers shall continue to provide care to the MCO's enrollees pursuant to the terms of this Agreement for 180 days following the effective date of termination, or until such time as the MCO makes other arrangements, whichever occurs first. This provision shall survive termination of this Agreement regardless of the reason for the termination.

4. Continuation of Treatment. The Provider agrees that in the event of MCO or IPA/ACO insolvency or termination of this contract for any reason, the Provider shall continue, until medically appropriate discharge or transfer, or completion of a course of treatment, whichever occurs first, to provide services pursuant to the

subscriber contract or Medicaid Managed Care contract, to an enrollee confined in an inpatient facility, provided the confinement or course of treatment was commenced during the paid premium period. **For purposes of this clause, the term "Provider" shall include the IPA/ACO and the IPA/ACO's contracted Providers if this Agreement is between the MCO and an IPA/ACO.** This provision shall survive termination of this Agreement.

5. Notwithstanding any other provision herein, to the extent that the Provider is providing Health Care Services to enrollees under the Medicaid Program, the MCO or IPA/ACO retains the option to immediately terminate the Agreement when the Provider has been terminated or suspended from the Medicaid Program.

6. In the event of termination of this Agreement, the Provider agrees, and, where applicable, the IPA/ACO agrees to require all participating Providers of its network to assist in the orderly transfer of enrollees to another Provider.

F. Arbitration

To the extent that arbitration or alternative dispute resolution is authorized elsewhere in this Agreement, the parties to this Agreement acknowledge that the Commissioner of Health is not bound by arbitration or mediation decisions. Arbitration or mediation shall occur within New York State, and the Commissioner of Health will be given notice of all issues going to arbitration or mediation and copies of all decisions.

G. IPA/ACO-Specific Provisions

Any reference to IPA/ACO Quality Assurance (QA) activities within this Agreement is limited to the IPA/ACO's analysis of utilization patterns and quality of care on its own behalf and as a service to its contractual Providers.

RESOLUTION NO. 262-05 INTRODUCED BY HEALTH & FAMILY SERVICES COMMITTEE TO ENTER INTO PROVIDER AGREEMENTS

WHEREAS, Sullivan County Public Health Services is a provider of services to clients which are reimbursable by third party payors, and

WHEREAS, Sullivan County Public Health Services desires to continue to enhance third party revenue generation collection, and

WHEREAS, third party payors require written agreements with service providers to allow all payments to be forwarded directly to the provider.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be authorized to enter into provider agreements with various insurance companies/service providers, and

BE IT FURTHER RESOLVED that said agreements be in such form as approved by the Sullivan County Department of Law.

Moved by Mr. Rouis, **seconded by** Mr. Gaebel, put to a vote and unanimously carried, and declared **duly adopted on motion** July 21, 2005.

STATE OF NEW YORK)
§:
COUNTY OF SULLIVAN)

I, ANNMARIE MARTIN, Clerk to the Legislature of the County of Sullivan, do hereby certify that I have compared the foregoing copy of a resolution with the original thereof now on file in my office and that the same is a correct transcript therefrom and of the whole of said original.

WITNESS my hand and seal of said Legislature this 21st day of July 2005.

_____

CLERK TO THE SULLIVAN COUNTY LEGISLATURE

ADDENDUM TO SERVICES AGREEMENT

Reference is made to the Agreement for CHHA Services ("Services Agreement") by and between Hamaspik CHOICE, Inc. and Sullivan County Public Health Services, dated as January 1, 2018.

Effective as of January 1, 2018, Exhibit A - Contracted Services and Fee Schedule is amended to include the following:

Service Type:	**Procedure Code:**	**Rates:**
Home Health Aide	S9122	100% of current CHHA Medicaid rates per hour
Registered Nurse	T1030	100% of current CHHA Medicaid rates per visit
Physical Therapy	S9131	100% of current CHHA Medicaid rates per visit
Occupational Therapy	S9129	100% of current CHHA Medicaid rates per visit
Speech Therapy	S9128	100% of current CHHA Medicaid rates per visit
Medical Social Services	S9127	$65.00 per visit

Please note that the above rates, where applicable, are all inclusive of our obligations under the Fair Labor Standards Act and Article 19 of the New York State Labor Law (Minimum Wage Act) and related requirements set forth therein.

Except as specifically amended herein, the Services Agreement remains in full force and effect and is hereby ratified by both parties.

Dated: Apr. 27.18

Hamaspik Choice, Inc.

By: _____
Name: Yoel Bernath
Title: Executive Director

Dated: 2/27/2018

Sullivan County Public Health Services

By: _____
Name: Joshua Potosek
Title: County Manager

DM2\3090070.1

Assistant County Attorney
As to Form 2.26.18