LIBERTY DENTAL NEW YORK IPA, LLC

IPA PARTICIPATING PROVIDER AGREEMENT

This Provider Agreement (the "Agreement") is made and entered into by and between LIBERTY Dental Plan New York, IPA LLC. ("LIBERTY IPA") and [legal name of dental office]: _____ ("Dental Office"), a [check one]: □ *individual practice* □ *partnership* □ *professional corporation* □ *other*:_____, effective as of the date specified by LIBERTY IPA on the signature page (the "Effective Date"). LIBERTY IPA and Dental Office may each be referred to as a "Party" and together, may be referred to as the "Parties."

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WHEREAS, LIBERTY IPA is a limited liability company authorized as an independent practice association as defined in 10 NYCRR 98-1.2(w);

WHEREAS, LIBERTY IPA has executed, or will execute, one or more agreements ("Payor Agreements") with Payors (as defined below) to arrange for the provision of Covered Services (as defined below) to Enrollees (as defined below);

WHEREAS, LIBERTY IPA desires to develop and maintain a network (the "Network") of dental service providers and facilities; and

WHEREAS, Provider is licensed to provide dental services and desires to enter into this Agreement to become part of the Network.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 "Clean Claim" shall mean a paper or electronic claim that is accurate (i.e., contains no erroneous or conflicting information), contains all necessary information for processing as required by LIBERTY IPA and/or Payor, and contains all of the elements set forth in 11 NYCRR Part 217.

1.2 "Covered Services" shall mean dental services provided by Provider that are covered under a Plan (as defined below), which LIBERTY IPA is required to arrange for pursuant to the applicable Payor Agreement.

1.3 "Enrollee" shall mean an individual who is entitled to receive Covered Services under a Plan.

1.4 "LIBERTY IPA Policies and Procedures" shall mean those policies and procedures adopted by LIBERTY IPA to facilitate the provision of Covered Services by the Network, which may be amended by LIBERTY IPA from time to time.

1.5 "Medically Necessary" shall mean, in determining whether a particular dental service or supply is a Covered Service, "Medically Necessary" or "Medical Necessity" shall be defined as those health services that a dental provider, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are (a) in accordance with generally accepted standards of dental practice; (b) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered

effective for the patients' illness, injury or disease; and (c) not primarily for the convenience of the patient, dentist or other health care provider, and (d) not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the patient's illness, injury or disease. "Generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer reviewed literature generally recognized by the relevant community when available, dental association recommendations, the views of prudent dental providers practicing in relevant clinical areas, and any other clinically relevant factors.

1.6 "Non-Covered Services" shall mean those health care services and devices that are not Covered Services under the applicable Payor Agreement and Plan, or as otherwise set forth in applicable law, regulation or guidance.

1.7 "NYSDOH" shall mean the New York State Department of Health.

1.8 "IPA Participating Provider" shall mean any (1) individual provider, group provider or facility that is licensed to provide dental services, (2) has executed or is otherwise subject to an IPA Participating Provider Agreement, and who thereby agrees to provide Covered Services to Enrollees, (3) has undergone credentialing by IPA, or any designee of IPA, and (4) has been approved, and is activated, in the Network.

1.9 "Payor" shall mean one or more managed care organizations certified under Article 44 of the New York Public Health Law and/or one or more Workers' Compensation Preferred Provider Organizations that has entered into a Payor Agreement.

1.10 "Plan" shall mean any health benefit plan offered by a Payor.

1.11 "Plan Description" shall mean the summary of benefits that applies to a Plan and describes the Covered Services, Non-Covered Services, exclusions, and limitations under such Plan. LIBERTY IPA shall provide to Provider a copy of the Plan Description(s) for the Plan(s) in which Provider will participate.

1.12 "Provider" shall mean, for purposes of this Agreement, the IPA Participating Provider first set forth above, and any and all applicable agents or representatives of Provider including, but not limited to any individual dentist, dental hygienist, assistant, staff member, contractor, or any other individual acting under the direction or control of Provider that is performing any services pursuant to this Agreement. References to "Provider" under this Agreement shall include all such persons employed by, contracted with or otherwise acting under the direction or control of Provider, as applicable. By signing in the signature block below, the signatory of Provider represents and warrants that he or she has the authority to bind the Provider and all applicable dentists, dental hygienists, assistants, staff members, contractors and any other individuals acting under the direction or control of Provider to the requirements of this Agreement.

1.13 "Provider Manual" shall mean the then current version of the applicable provider manual, dental office provider reference manual, or any other manual with a name conveying a similar meaning, along with any other administrative guidelines issued or made available to Provider by LIBERTY IPA. LIBERTY IPA may provide the Provider Manual to Provider in paper, CD-ROM, or electronic format or make it available to Provider via the LIBERTY IPA website. LIBERTY IPA reserves the right to amend, modify, supplement or remove terms or provisions of the Provider Manual at any time and from time to time.

ARTICLE 2
RESPONSIBILITIES OF PROVIDER

Provider shall be responsible for the following duties and obligations:

2.1 License. Provider represents and warrants for itself and, as applicable, with respect to any person employed by, contracted with or otherwise acting under the direction or control of Provider, that he, she or it has and will maintain without interruption throughout the Term of this Agreement, and any course of treatment care period thereafter, all licenses, certifications and qualifications required by applicable Federal and State laws and regulations to provide services under this Agreement. Provider further represents and warrants that neither Provider, nor any person employed by, contracted with or otherwise acting under the direction or control of Provider, has had his/her or its license, certification or

qualification suspended, placed on probation, revoked, terminated or otherwise limited or restricted within the past ten (10) years. Provider agrees that this requirement shall apply to itself, as well as any relevant office staff.

2.2 Participation in Plans. Provider has the option to participate in each Plan offered by any Payor. Provider shall participate in the Plan(s) in accordance with this Agreement, including, without limitation, any and all applicable addenda, attachments, exhibits and schedules attached to this Agreement from time to time, and the corresponding Plan Description(s). Provider shall provide the appropriate Covered Services to Enrollees who have been assigned to, or who have otherwise selected Provider. LIBERTY IPA will notify Provider of any new Payor or Plan in which LIBERTY IPA will participate. Provider will have ten (10) days from the date of such notice to opt out of participation with any Payor or Plan. If Provider does not opt out within such ten (10) day period, Provider will be deemed participating with such Payor and/or Plan. Provider will participate in each Plan offered by a Payor subject to the applicable Payor Agreement and, pursuant thereto, offer Covered Services to Enrollees in accordance with the applicable Plan except to the extent that LIBERTY IPA has notified Provider in writing that it is excluded from participation in such Plan. Nothing contained in this Agreement guarantees to Provider that it will be permitted to participate in any or all Plans offered by a Payor. Provider acknowledges and agrees that: (i) LIBERTY IPA may from time to time enter into an agreement with a Payor under which only a limited network is offered and in which not all LIBERTY IPA providers in the Network may participate; (ii) certain Payors may impose more stringent or burdensome credentialing or other requirements than those imposed by LIBERTY IPA and which Provider does not meet; (iii) Payors may request that Provider no longer provide Covered Services to Enrollees in a Plan offered by the Payor; (iv) that neither LIBERTY IPA nor Payors warrant or guarantee that Provider will be utilized by Enrollees or any number of Enrollees under any agreement with a Payor; and/or (v) LIBERTY IPA may decide in its sole discretion to limit participation in a particular Plan or to exclude Provider from a particular Plan, subject to the terms of the Payor Agreement. If Provider is not already participating in the particular Plan, its exclusion from the particular Plan shall be effective upon receipt by Provider or LIBERTY IPA, as applicable, of the written notice. Upon the applicable effective date, Provider will no longer participate in the specified Plan(s) under this Agreement and will not be entitled to reimbursement under this Agreement for Covered Services rendered to Enrollees of that Plan. Notwithstanding the exclusion of Provider from one or more Plans, the remaining terms and conditions of this Agreement shall remain in full force and effect with respect to all other Plans. In those instances in which Provider ceases participation in a Plan, Provider agrees to assist in the orderly transfer of Enrollees to another provider.

2.3 Representations, Warranties and Covenants. Provider represents, warrants and covenants for itself and, as applicable, with respect to any person employed by, contracted with or otherwise acting under the direction or control of Provider, that:

(i) All persons rendering Covered Services possess, and will continue to possess throughout the Term of this Agreement, any and all licenses, certifications, or accreditations required by all applicable State and Federal laws and regulations;

(ii) All persons rendering Covered Services are currently, and during the Term of this Agreement will remain, in compliance, with all applicable Federal, State and local laws and regulations, including but not limited to, the New York State Insurance, Education, and Public Health Laws, Americans with Disabilities Act, Federal and State anti-kickback statutes, and (a) any policies or procedures promulgated by a Payor to comply therewith, and (b) the LIBERTY IPA Policies and Procedures;

(iii) It has engaged, and throughout the Term of this Agreement will continue to engage, duly licensed and qualified employees and contractors that shall discharge their responsibilities in a manner that complies with generally accepted industry standards;

(iv) All persons rendering Covered Services are, and during the Term of this Agreement will continue to be: in compliance with all applicable accrediting authority that State or Federal regulations and/or Payor may specify. Upon written request by LIBERTY IPA, Provider shall provide LIBERTY IPA with a copy of its applicable statement of accreditation status from the accrediting body;

(v) It will cooperate with LIBERTY IPA in order to facilitate and satisfy such requirements as may be necessary in order for Provider to become a participating provider under any Payor Agreement;

(vi) It meets the criteria established by LIBERTY IPA to be a Provider. Provider further represents and warrants to LIBERTY IPA that: (a) Provider is not excluded from participation under any Federal health care program, as defined under 42 U.S.C. 1320a-7b(f), or any State health care program for the provision of items or services for which payment may be made under a Federal or State health care program; (b) Provider has not arranged or contracted (by employment or otherwise) with any employee, contractor, or agent that Provider or its affiliates knew or should have known are excluded from participation in any Federal or State health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e (g), has occurred or is pending or threatened against Provider or any of its affiliates or to their knowledge against any employee, contractor, or agent engaged to provide items or services under this Agreement (collectively, "Exclusions/Adverse Actions"). During the Term of this Agreement, Provider shall notify LIBERTY IPA of any Exclusions/Adverse Actions or any basis therefore within five (5) days of learning of any such Exclusions/Adverse Actions or any basis therefore; and

(vii) It is participating with and has not been debarred, excluded or suspended from Medicare, any State Medicaid program or any other Federal or State health care program.

2.4 Liability Insurance.

(i) Provider shall procure and maintain, at Provider's sole cost and expense, throughout the Term, and shall ensure that all applicable persons employed by, contracted with or otherwise acting under the direction or control of Provider shall procure and maintain during the Term, insurance for comprehensive general and professional liability, and any other type of applicable or required insurance, in the minimum amount of $1,000,000 per occurrence and $3,000,000 aggregate, or in any such other amount as may be required under the Payor's government contracts or State or Federal laws or regulations. All policies shall name LIBERTY IPA as an additional insured/certificate holder. In the event that such insurance is provided through self-insurance or by a "captive" insurance company not subject to New York State oversight and/or not covered by the New York State Guaranty Fund, Provider shall, and shall ensure that all relevant persons employed by, contracted with or otherwise acting under the direction or control of Provider , provide LIBERTY IPA with a copy of the annual audited financial statement produced for each such captive insurance company or self-insurance fund within thirty (30) days after such audited financial statement is completed and an annual certified actuarial report showing that current reserves are adequate for future liabilities. Should any insurance policy set forth in this Paragraph be written on a claims made basis, Provider shall, and shall ensure that all persons covered by such insurance policies maintain coverage for claims arising from services rendered during the Term of this Agreement, but submitted after the termination of this Agreement. If necessary, Provider shall, and shall ensure that all persons required to have insurance coverage under this Paragraph purchase, "tail coverage" to meet the financial obligation of this Agreement and instruct its insurer to send LIBERTY IPA a certificate of insurance as evidence of the coverage required by this Paragraph.

(ii) All policies of insurance required by Section 2.4(i) shall require that LIBERTY IPA be provided with at least thirty (30) days prior written notice of any lapse, cancellation or modification, or non- renewal of such policies. Provider shall, and shall ensure that all persons required to have insurance coverage under Section 2.4(ii), provide LIBERTY IPA with an updated insurance certificate no less frequently than annually.

(iii) Upon the execution of this Agreement and at any other time upon the request of LIBERTY IPA, Provider shall provide LIBERTY IPA with proof that any insurance required pursuant to this Section 2.4 has been obtained and maintained during the Term.

(iv) This Section 2.4 shall survive the expiration or termination of this Agreement.

2.5 Indemnification. Except to the extent otherwise set forth in the applicable Payor Agreement(s), LIBERTY IPA shall not be liable for any act or omission by Provider, or by Provider's agents, affiliates, subsidiaries, parent corporation(s), officers, directors, shareholders, managers, or members, including any person employed by, contracted with or otherwise acting under the direction or control of Provider ("Provider Affiliates") in connection with, or in any way arising out of, the performance or nonperformance of any services by Provider or Provider Affiliates ("Provider Acts/Omissions"). Provider shall, and shall require Provider Affiliates to, indemnify, defend and hold harmless LIBERTY IPA (and LIBERTY IPA's affiliates, subsidiaries, parent corporations, officers, directors, shareholders, managers, members and employees) from and against any and all losses, costs, damages (including, but not limited to, compensatory, consequential and punitive damages), obligations, liabilities, awards and expenses (including, without limitation: defense costs, reasonable attorney's fees,

court costs, penalties and fines, and interest), which arise out of or are in any way related to: (i) any Provider Acts/Omissions; (ii) Provider or Provider Affiliate breach of this Agreement; or (iii) any representations, warranties, covenants, agreements, obligations, or acknowledgments of Provider or Provider Affiliate, as set forth in this Agreement, or in any credentialing information set forth in the provider application form.

2.6 Additional Locations. Provider shall provide Covered Services only at locations approved by LIBERTY IPA. LIBERTY IPA reserves the right to exclude any new or additional office location of Provider from participation in its Network. Provider shall not be eligible for reimbursement by any Payors for any Covered Services provided at a location not approved by LIBERTY IPA. Provider shall seek approval from LIBERTY IPA to provide Covered Services at a new office location by written request to LIBERTY IPA at least thirty (30) days prior to the requested inclusion of the new location in the Network. Any new location must meet LIBERTY IPA's credentialing requirements prior to being included in the Network. Any notice of approval of a new or additional location must be provided by LIBERTY IPA in writing.

2.7 Immediate Notification by Provider of Certain Occurrences. Provider shall notify LIBERTY IPA immediately in writing upon the occurrence of any of the following:

(i) The filing of any claims against Provider, or any person employed by, contracted with or otherwise acting under the direction or control of Provider, for professional negligence or malpractice, or the institution of any action, litigation, or lawsuit in that regard, regardless of whether the claim involves an Enrollee;

(ii) A receiver, liquidator or trustee of Provider is appointed by court order, or a petition to liquidate or reorganize is filed against Provider under any bankruptcy, reorganization or insolvency law, or Provider (a) files a petition in bankruptcy or requests reorganization under any provision of the bankruptcy, reorganization or insolvency laws, (b) makes an assignment for the benefit of its creditors, or (c) is adjudicated bankrupt or insolvent;

(iii) Any charges of malpractice or professional or ethical misconduct brought against Provider and/or any person employed by, under contract with, or under the direction or control of, Provider;

(iv) The exclusion, debarment, suspension or any other limitation of the rights of Provider, or any person employed by, contracted with or otherwise acting under the direction or control of Provider, to participate in Medicare, any Medicaid program or any other Federal or State health care program;

(v) Provider, or any person employed by, contracted with or otherwise acting under the direction or control of Provider, becomes the subject of any disciplinary proceeding or action before the New York State Board for Dentistry, the New York State Education Department, or any applicable governmental agency;

(vi) With respect to Provider or any person employed by, contracted with or otherwise acting under the direction or control of Provider, any (a) lapse of professional liability (malpractice) insurance (b), any denial, cancellation, or non-renewal of any such insurance, or (c) any reduction in the amount of such insurance;

(vii) The termination, for cause, of Provider or any person employed by, contracted with or otherwise acting under the direction or control of Provider, from any participating network, including, without limitation, any health care service plan or managed care organization,

any health insurer, any preferred provider organization, or any employer;

(viii) Any change in Provider's name, addresses, email addresses, telephone numbers, fax numbers or taxpayer identification numbers;

(ix) Any changes in ownership, operation or control;

(x) Any license, certification, or qualification of Provider, or any persons employed by, contracted with or otherwise acting under the direction or control of Provider, required under this Agreement is/are suspended, placed on probation, revoked, terminated, or otherwise limited or restricted;

(xi) Provider or any person employed by, contracted with or otherwise acting under the direction or control of Provider, is convicted of fraud and/or a felony;

(xii) Provider, or any person employed by, contracted with or otherwise acting under the direction or control of Provider, is subject to any determination by any third-party payor, court or other administrative tribunal that Provider, or any person employed by, contracted with or otherwise acting under the direction or control of Provider, may have or has engaged in the provision of substandard quality of care or abusive billing, fraud, dishonesty or other acts of misconduct in the rendering or reimbursement of dental services; and

(xiii) Any other occurrence or condition which might materially impair the ability of Provider, or any person employed by, contracted with or otherwise acting under the direction or control of Provider, to discharge his/her/its duties or obligations under this Agreement.

2.8 Participating in Credentialing/Re-credentialing. Provider expressly agrees that credentialing approval of Provider by LIBERTY IPA, or its designee, is a condition precedent to the performance of both Parties under this Agreement. Provider shall, and shall ensure that all relevant persons employed by, contracted with or otherwise acting under the direction or control of Provider, meet and maintain all credentialing (including Federal, State and NCQA guidelines) and other professional qualification requirements of LIBERTY IPA. Provider shall ensure that neither itself, nor any relevant persons employed by, contracted with or otherwise acting under the direction or control of Provider, performs services under this Agreement unless and until he or she has (i) met the credentialing and all other requirements set by LIBERTY IPA, (ii) undergone credentialing by LIBERTY IPA or its designee, and (iii) been approved and activated in the Network by LIBERTY IPA. Provider shall promptly (no later than two (2) business days) update information it has, or information its agents or staff have, on file with LIBERTY IPA with respect to changes that occur outside of the recredentialing cycle, including, but not limited to, changes in office hours, office location openings and closings, changes in dentists at an office, reduction in services, and similar matters. Provider shall submit all information requested by LIBERTY IPA or its designee on a timely basis and warrants that all such information will be current and accurate. To the extent that LIBERTY IPA delegates the credentialing function to Provider, the Parties agree that this Agreement shall contain a Delegated Credentialing Addendum, as set forth in Addendum 1, to this Agreement.

2.9 LIBERTY IPA's and/or Payor's Policies and Procedures. Provider shall, and shall ensure that all relevant persons employed by, contracted with or otherwise acting under the direction or control of Provider, abide by, the LIBERTY IPA Policies and Procedures, the Provider Manual, and/or the policies and procedures of a Payor with respect to Covered Services furnished to Enrollees, as may be set forth in applicable manuals (which may be solely web based), newsletters and other such correspondence from LIBERTY IPA and/or Payor. Such policies and procedures shall include, but are not limited to, LIBERTY IPA's and/or Payor's standards and requirements for quality improvement, utilization management, credentialing, and Enrollee rights, including appeals and grievances.

2.10 Referrals. Provider agrees to refer Enrollees, when necessary, to other IPA Participating

Providers except in the case of an emergency or as otherwise required by law. In the event a referral is made to a non-participating provider, it is the referring -Provider's responsibility to advise the Enrollee that Provider is not participating with the LIBERTY IPA and/or Payor and that the Enrollee may incur out of pocket costs for using a non-participating provider.

2.11 Appeals and Grievances. Consistent with applicable law, Provider agrees to cooperate with LIBERTY IPA and Payors in the execution of appeal and grievance procedures related to Provider's provision of Covered Services, and shall assist LIBERTY IPA and Payors in taking appropriate corrective action, and shall comply with all final determinations made by LIBERTY IPA or Payor pursuant to such appeal and grievance procedures.

2.12 Inspection. LIBERTY IPA or its designee shall have the right to inspect, audit and/or evaluate all medical, billing and financial records relating to the treatment of all Enrollees under or in connection with this Agreement and to inspect Provider's locations and operations to ensure that they are adequate to meet LIBERTY IPA or Payor's needs and requirements.

2.13 Provision of Dental Services. Provider will institute Covered Services as promptly as practicable. Dental and related health services shall be available and provided at such times and at such places as deemed necessary and practicable by the Provider, and shall be provided in accordance with acceptable dental practices and standards prevailing in the industry and service area at the time of treatment, and in conformity with prevailing professional and scientific standards. Such services shall also conform to standards of access and quality promulgated, administered and supervised by NYSDOH and shall satisfy all applicable requirements of New York State laws and regulations. Services covered by this Agreement shall be provided in a manner which safeguards human dignity and patient privacy.

2.14 In the provision of services to Enrollees under this Agreement, Provider will not discriminate against any person because of color, race, creed, age, sex, sexual orientation, disability, source of payment or place of origin. In addition, Provider shall comply with all applicable requirements of 42 U.S.C. Chapter 126 (the Americans with Disabilities Act) and any applicable local requirements concerning adequate space, supplies, sanitation and fire and safety procedures.

2.15 Provider shall accept as patients those Enrollees who elect to receive care from Provider or who a Payor assigns to Provider, unless Provider's practice is at capacity, in which event Provider may close the practice to new patients. However, Provider shall not close or reopen his or her practice to new patients without first giving LIBERTY IPA ninety (90) days prior written notice, which such notice will then be promptly provided by IPA to the applicable Payor(s).

2.16 To the extent that Provider will be providing services to an Enrollee in the New York State Medicaid or Child Health Plus program, the Provider (i) furnishing items and services to, or (ii) ordering, prescribing, referring, or certifying eligibility for, services for individuals eligible to receive services through the New York State Medicaid or Child Health Plus program, agrees to enroll in the New York State Medicaid Program through the completion and filing of the designated enrollment application, and agrees to provide all required information necessary for such enrollment. In the event that Provider is terminated from, not accepted into, or fails to submit a designated enrollment application to the New York State Medicaid Program, the Provider shall be terminated from participating as a provider in any network of a Payor that serves individuals eligible to receive New York State Medicaid or Child Health Plus.

ARTICLE 3
PROVISION OF COVERED SERVICES

Provider shall and, as applicable, shall ensure that all relevant persons employed by, contracted with or otherwise acting under the direction or control of Provider:

3.1 Provide Medically Necessary Covered Services, including any requirement for a referral or authorization, to Enrollees that are within the scope of Provider's license in accordance with generally recognized standards of practice, and in accordance with the terms and conditions set forth in this Agreement, the applicable Payor Agreement, and/or

State or Federal regulations;

3.2 Be solely responsible for the quality of Covered Services rendered to Enrollees. Provider acknowledges an independent responsibility to provide Covered Services to Enrollees and that any action taken by LIBERTY IPA or a Payor pursuant to a utilization management plan, or cost containment plan for the general administration of the Network, in no way absolves Provider of the responsibility to provider appropriate care to Enrollees;

3.3 Render Covered Services as promptly as practicable and in a manner consistent with all applicable State, Federal and local laws and regulations, professionally recognized standards of dental practice, and the professional and ethical standards and guidelines issued by LIBERTY IPA (including any standards or guidelines set forth in the Provider Manual or otherwise issued by LIBERTY IPA). In addition, Provider shall conduct its relationship with LIBERTY IPA and Enrollees in a professional and positive manner. Provider shall not make untruthful, inaccurate, misrepresentative or disparaging statements or omissions regarding LIBERTY IPA or Enrollees, or conduct itself in any fashion that could be detrimental to the business of LIBERTY IPA, as determined by LIBERTY IPA in its sole discretion.

3.4 Accept referrals from other health care providers consistent with Payor requirements;

3.5 In the event Provider closes to new patients, apply such closure to all patients, not just Enrollees, and Provider will give ninety (90) days prior notice to LIBERTY IPA of such closure;

3.6 Obtain appropriate consent from each Enrollee the first time Provider treats Enrollee, which consent will allow Provider to use and disclose Enrollee's health information to LIBERTY IPA and any applicable Payor for the purpose of treatment, payment and health care operations.

3.7 Not offer free or discounted professional services to eligible Enrollees; and

3.8 Comply with the terms and conditions of the Payor Agreement. In the event of any inconsistencies between this Agreement and the Payor Agreement, the Payor Agreement shall control.

3.9 Prescribe medications for Enrollees in accordance with the relevant Payor's formulary and prior approval requirements, if any, as amended from time to time.

ARTICLE 4
MARKETING

4.1 Payor shall have sole responsibility for solicitation of Enrollees for a Plan. Provider may display notices approved by LIBERTY IPA or a Payor in appropriate places in Provider's practice locations to indicate that Provider participates in a Plan.

4.2 LIBERTY IPA, Payors and Provider each reserve the right to control the use of their own names, symbols, trademarks and service marks presently existing or hereafter established, except that Provider authorizes LIBERTY IPA and any Payor to use Provider's name, including organization names, addresses and phone numbers in a reasonable manner for purposes of promotion and advertising, and to otherwise carry out the terms of this Agreement. Provider is specifically prohibited from using LIBERTY IPA's or any Payors' name in any promotional, marketing, or advertising material without the express written consent of LIBERTY IPA and/or Payor, as applicable.

4.3 Provider shall not advertise or solicit in any manner, including, but not limited to, television, radio, newspapers, yellow pages, billboards, mass mailings, telemarketing, or business cards, any type of relationship with LIBERTY IPA or a Payor without the prior written consent of LIBERTY IPA.

ARTICLE 5
COMPENSATION AND BILLING

5.1 Coordination of Benefits. Provider shall cooperate and assist LIBERTY IPA and, when applicable, Payor to obtain payments from other third party payors, when in accordance with the coordination of benefit provisions of a Plan, another party has primary responsibility for payment for Covered Services. Such cooperation shall include, but not be limited to, providing information regarding additional coverage which may be available, completing claims forms from other third party payors and assigning the right to such payments to the applicable payors.

5.2 Eligibility Verification. Provider will be responsible for verifying the eligibility of each Enrollee in accordance with the LIBERTY IPA Policies and Procedures, the Provider Manual and/or policies and procedure of the Payor. Compliance with LIBERTY IPA's and/or Payor's enrollment verification policies and procedures, and eligibility verification does not ensure that a person is, in fact, an Enrollee and eligible to receive Covered Services (i.e., authorization is not a guarantee of payment). LIBERTY IPA and the applicable Payor will have no responsibility for services provided to Enrollees who are not eligible. In such instances, Provider shall be responsible to bill ineligible patients directly for services rendered.

5.3 Compensation. The current list of participating Payors with corresponding contracted rates is attached as Exhibit A. Provider shall accept, as payment in full, the applicable participating Payor contracted rate set forth in all addenda attached to Exhibit A, for appropriately referred and authorized (where required by Payor) Covered Services provided to an Enrollee that was eligible on the date of service. Applicable Medicare and/or Medicaid allowable rules and regulations, as well as Payor's rules and regulations, apply. To the extent applicable, Liberty Dental IPA will send a remittance advice and payment to Provider within 7-15 days after receipt of remittance advice and payment from Payor.

5.4 Billing and Payment. Provider shall perform all billing tasks except for actual submission of claims to Payors, including, without limitation, acquiring pre-authorization for such services if pre-authorization is required by a Payor. Except to the extent other required under the Payor Agreement, Provider shall submit completed Clean Claims to LIBERTY IPA, and not to a Payor directly. In order to meet this requirement, Provider shall provide to LIBERTY IPA an accurate and detailed description of all Covered Services rendered to Members by completing either (i) an electronic data interchange (EDI) submission in accordance with the Provider Manual, or an American Dental Association (ADA) claim form. Provider shall submit claims to LIBERTY IPA within the claim submission time frame required by applicable law..

Provider hereby acknowledges and agrees that it will submit all claims via LIBERTY IPA's billing system and software; provided, however, LIBERTY IPA reserves the right to change the procedure as it deems appropriate or efficient. Provider shall comply with all applicable Clean Claim requirements, as more fully set forth in the Provider Manual. Provider's failure to submit a Clean Claim, subject to the claim correction and resubmission procedures set forth in the Provider Manual and applicable law, forfeits Provider's right to payment on that claim unless the failure was the result of a catastrophic event, as determined by LIBERTY IPA, that substantially interfered with the Provider's normal business operations. LIBERTY IPA shall not be responsible for the performance of billing tasks, except that it shall submit to the Payor claims provided by Provider that are considered Clean Claims, as set forth herein. LIBERTY IPA may, but shall not be obligated to, submit claims to Payors, or pay Provider, for Covered Services that Payor required pre-authorization or referral, and where Provider did not appropriately meet Payor requirements.

In the event that LIBERTY IPA and/or Payor makes an incorrect payment or an overpayment, or in the event that a Payor requires LIBERTY IPA to refund certain amounts already paid by LIBERTY IPA to Provider for Covered Services provided, Provider hereby agrees to refund and/or reimburse such amounts (less any fees) to LIBERTY IPA within thirty (30) business days of receipt of notice (which notice may be made via email) from LIBERTY IPA. If Provider fails to refund or reimburse such amounts, LIBERTY IPA may withhold any further payments until Provider shall make such refund or reimbursement.

5.5 Payment-in-Full and Hold Harmless. Except for any applicable permitted deductible, co-payment, or coinsurance, Provider shall accept LIBERTY IPA and/or Payors' payment for Covered Services as payment-in-full and shall comply with the hold harmless provisions set forth below. In instances where the Enrollee is required to pay a percentage of the payment for coinsurance, Provider acknowledges that any coinsurance shall be calculated as a percentage of the same amount upon which the LIBERTY IPA and/or Payors' payment is based.

Provider agrees that in no event, including, but not limited to, nonpayment by a Payor or LIBERTY IPA, insolvency of a Payor or LIBERTY IPA, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an Enrollee or person (other than IPA) acting on his/her/their behalf, for Covered Services provided pursuant to a Plan, for the period covered by the paid Enrollee premium. In addition, in the case of a Medicaid program, Provider agrees that, during the time an Enrollee is enrolled in the Plan, he/she/it will not bill the New York State Department of Health or the City of New York for Covered Services within the benefit package as set forth in the Agreement between a Payor and the New York State Department of Health. This provision shall not prohibit the Provider, unless the Plan is a managed long term care plan designated as a Program of All- Inclusive Care for the Elderly (PACE), from collecting co-payments, coinsurance amounts, or permitted deductibles, as specifically provided in the Plan, or fees for services that are not Covered 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 a Non-Covered Service and of the Enrollee's liability therefore prior to providing the service. Where the Provider has not been given a list of Covered Services by the LIBERTY IPA and/or Payor, and/or the Provider is uncertain as to whether a service is a Covered Service, the Provider shall make reasonable efforts to contact LIBERTY IPA and/or Payor 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.

ARTICLE 6
INDEPENDENT CONTRACTOR

6.1 Independent Contractors. LIBERTY IPA and Provider are separate and independent entities. Provider shall be deemed an independent contractor, and not an employee, agent, joint venturer or partner of LIBERTY IPA, within the meaning of all Federal, State and local laws and regulations governing employment insurance, workers' compensation, labor and taxes and any other applicable laws and regulations. Nothing in this Agreement, nor any act or conduct by LIBERTY IPA, shall be interpreted or construed as making Provider, or any agent of Provider, a partner, joint venturer or agent of LIBERTY IPA, or as creating or establishing an employer-employee relationship between LIBERTY IPA and Provider, or any agent of Provider. LIBERTY IPA shall not be liable for withholding taxes on behalf of Provider for itself, or for any of its staff or employees, as applicable. LIBERTY IPA shall provide a Form 1099 or other appropriate tax-related documents to Provider and Provider shall be responsible for its own taxes associated with its performance of the services hereunder, and receipt of payments pursuant to this Agreement. Provider shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit plan operated by LIBERTY IPA for the benefit of its employees, including, without limitation, any pension or profit-sharing plans or any plans, coverages or benefits providing workers' compensation, medical, dental, disability or life insurance protection. Provider agrees and acknowledges that it is not authorized to enter into any contract or assume any obligation on behalf of LIBERTY IPA without the prior written consent of LIBERTY IPA. The Parties acknowledge and agree that Provider shall be solely responsible for the provision of services (or failure to provide services) to Enrollees and that except to the extent otherwise set forth in the applicable Payor Agreement(s), LIBERTY IPA shall not be liable for any act or omission by Provider, or any persons employed by, contracted with or otherwise acting under the direction or control of Provider. Provider is not authorized to speak or act on behalf of LIBERTY IPA for any purpose whatsoever without the prior written consent of LIBERTY IPA.

6.2 Communications with Enrollees. Notwithstanding any other provision in this Agreement and regardless of any benefit or coverage exclusions associated with an Enrollee's Plan, Provider shall not be prohibited from discussing fully with an Enrollee any issues related to the Enrollee's health including recommended diagnostic tests, treatments, treatment alternatives, treatment risks and the consequences of any benefit coverage or payment decisions made by LIBERTY IPA and/or Payor or any other party. LIBERTY IPA and/or Payor shall not refuse to allow, or to continue, the participation of an eligible provider, or refuse to compensate Provider in connection with Covered Services rendered, solely because Provider has in good faith communicated with one or more of current, former or prospective Enrollees regarding the provisions, terms or requirements of a Plan as they relate to the health needs of such Enrollee.

6.3 Non-Compete. From the date hereof until the third anniversary of the end of the Term (such period, the "Restricted Period"), Provider shall not, and shall cause its affiliates not to, directly or indirectly, own, manage, operate, control or participate in the ownership, management, operation or control of any business, whether in corporate,

proprietorship or partnership form or otherwise, engaged in an IPA or other entity that only renders services through other separately contracted provider entities and that competes with the business of LIBERTY IPA (any such business, a "Restricted Business"); provided, however, Provider may participate with other associations or networks as a participating provider. Provider specifically acknowledges and agrees that the remedy at law for any breach of the foregoing will be inadequate and that LIBERTY IPA, in addition to any other relief available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damage or posting any bond whatsoever.

6.4 No Solicitation. From the date hereof through the end of the Restricted Period, Provider shall not, and shall cause its affiliates not to: (a) cause, solicit, induce or encourage any employees of LIBERTY IPA or LIBERTY IPA's affiliates to leave such employment or hire, employ or otherwise engage any such individual; or (b) approach, cause, induce or encourage any material existing, past or prospective client, customer, supplier, or licensor of LIBERTY IPA or LIBERTY IPA's affiliates, or any other person or entity who has a material business relationship with LIBERTY IPA or LIBERTY IPA's affiliates, to terminate or modify any such actual or prospective relationship; or (c) solicit other Providers to join with a competitive association.

The Parties agree that, if any court of competent jurisdiction in a final non-appealable judgment determines that a specified time period, a specified geographical area, a specified business limitation or any other relevant feature of this Article 6 is unreasonable, arbitrary or against public policy, then a lesser time period, geographical area, business limitation or other relevant feature which is determined to be reasonable, not arbitrary and not against public policy may be enforced against the applicable Party.

ARTICLE 7
TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence as of the Effective Date, and shall continue in effect until December 31st of that year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year calendar year terms (each, a "Renewal Term" and, together with the Initial Term, referred to herein collectively as "Term"), unless terminated in accordance with the termination provisions in this Article 7.

7.2 Either Party may terminate this Agreement through a notice of non-renewal to the other Party at least sixty (60) days prior to the end of any Renewal Term.

7.3 By Mutual Agreement. This Agreement may be terminated at any time upon the mutual agreement of the Parties by a writing executed by an authorized signatory of each Party.

7.4 Termination With and Without Cause. At any time prior to the termination of the Term, LIBERTY IPA may, with or without cause, terminate this Agreement upon giving sixty (60) days written notice to Provider; provided, however, that if LIBERTY IPA gives the notice of termination and such termination notice specifies a "Cause" (as hereinafter defined), such notice shall be effective as of the date set forth in such notice of termination. For purposes of this Agreement, "Cause" shall include, but not be limited to, the following:

(i) The dissolution of LIBERTY IPA or any survival or assigned corporation;

(ii) If any statement contained in Provider's credentialing and/or re- credentialing application was untrue when made or if Provider fails to notify LIBERTY IPA that any such statement has ceased to be true within ten (10) days of the statements becoming untrue;

(iii) Provider's professional liability insurance coverage required to be maintained under Section 2.4 above, lapses or is canceled or not renewed;

(iv) Provider no longer meets the credentialing and/or re-credentialing criteria;

(v) LIBERTY IPA or Payor determines in its sole discretion that the actions or conduct of

Provider, or any person employed by, contracted with or otherwise acting under the direction or control of Provider, potentially places the health of Enrollees at risk;

(vi) The material breach of a duty or obligation hereunder;

(vii) LIBERTY IPA or Payor determines that Provider has submitted false claims to LIBERTY IPA and/or Payor, has engaged in fraudulent record-keeping or has otherwise committed fraud, or Provider is adjudged in a court of law to have committed fraud or has admitted in a settlement agreement or otherwise that Provider has committed fraud;

(viii) Failure of Provider, or any person employed by, contracted with or otherwise acting under the direction or control of Provider, to comply with all applicable Federal, State and local laws and regulations;

(ix) Failure of Provider, or any person employed by, contracted with or otherwise acting under the direction or control of Provider to fully participate in and cooperate with LIBERTY IPA Policies and Procedures including, without limitation, quality management, utilization management, claims submission, peer review and grievance policies and procedures;

(x) If LIBERTY IPA is ordered to terminate this Agreement by a Payor;

(xi) The Provider's accreditation has been terminated, curtailed, suspended or not renewed or Provider has voluntarily relinquished or failed to renew such approval under threat of investigation or disciplinary action;

(xii) Any occurrence or condition that materially impairs the ability of Provider, or any person employed by, contracted with or otherwise acting under the direction or control of Provider, to discharge its duties or obligations under this Agreement;

(xiii) The occurrence of any event set forth in Section 2.7 of this Agreement, and/or the failure to provide any notification required by Section 2.7 of this Agreement; and

(xiv) Violation of the prohibitions against advertising and solicitation contained in Section 4.3 of this Agreement.

7.5 Termination by Provider. At any time prior to the termination of the Term, Provider may terminate this Agreement upon giving sixty days (60) written notice to LIBERTY IPA. In that event, Provider will be required to perform its duties and will be compensated for all work performed up to the effective date of termination in accordance with the terms of this Agreement.

7.6 Immediate Termination. Notwithstanding anything to the contrary contained in this Agreement, LIBERTY IPA and/or Payor may immediately suspend or terminate this Agreement in cases (1) involving imminent harm to Enrollee care, (2) where there has been a determination of fraud, or (3) where there is a final disciplinary action by a State licensing board or other government agency that impairs the provider's ability to practice.

7.7 Medicaid and Medicare Program. To the extent the Provider is providing Covered Services to Enrollees enrolled under the Medicaid or the Medicare Program, LIBERTY IPA and/or Payor, notwithstanding any other provision herein, retain the option to immediately terminate this Agreement when the Provider has been terminated or suspended from the Medicaid or Medicare Program.

7.8 Notice of and Effects of Termination.

(i) Unless this Agreement is terminated immediately in accordance with Section 7.6 or 7.7

above, in the event Provider is providing services to an Enrollee as of the date of termination of this Agreement, Provider shall continue to provide services to any Enrollee undergoing a course of treatment at the time of termination for a time period not to exceed the time period required by law. Provider's right to receive reimbursement for such Covered Services shall continue to be governed by the applicable terms of this Agreement. This provision shall survive termination of this Agreement for any reason.

(ii) In the event of termination of this Agreement, Provider shall, at no cost to Enrollee or LIBERTY IPA, forward to the Enrollee's newly assigned dental provider, at the request of the Enrollee or the newly assigned dental provider, copies of all patient records and copies of x-rays of Enrollee, within thirty (30) days (or such lesser time period required by applicable law) after such request. Provider further agrees to return all LIBERTY IPA materials to LIBERTY IPA, including all manuals or reference guides.

(iii) Notwithstanding any other provision in this Agreement, any termination of this Agreement shall have no effect upon the rights and obligations of the Parties arising out of any transactions occurring prior to the effective date of such termination and any continuing obligations after termination as set forth in this Agreement.

(iv) The Parties acknowledge and agree that except in the case of termination in accordance with Sections 7.6 or 7.7 above, LIBERTY IPA or the applicable Payor shall notify Enrollees regarding provider termination prior to the termination date.

ARTICLE 8
RECORDS AND DATA COLLECTION

8.1 Maintenance of Records. Provider shall maintain adequate and accurate records relating to all Covered Services provided to Enrollees by Provider and the cost thereof, in such form and containing such information as required by applicable Federal, State, and local laws and regulations and in accordance with the standards of applicable accreditation agencies. All such records shall be the joint property of Provider and LIBERTY IPA, to the extent permitted by law. Such records shall be retained by Provider for the length of time mandated by Federal, State and local laws and regulations, but in no case for a period less than the greater of (i) ten (10 years after termination of this Agreement; (ii) ten (10) years after the date of service rendered to Enrollees, or (iii) in the case of minors' clinical records, for three (3) years after majority, or ten (10) years after the date of service, whichever is later; or (iv) ten (10) years after the completion of any audit. The obligations created by this Section shall survive the termination of this Agreement.

8.2 Availability of Records and Data. Pursuant to appropriate consent/authorization by the Enrollee, the Provider will make the Enrollee's clinical records and other personally identifiable information (including encounter data for government-sponsored programs) available to the LIBERTY IPA and/or Payor, at no charge, for purposes including preauthorization, concurrent review, quality assurance, provider claims processing and payment. When entering billing information pursuant to Section 5.4, Provider shall provide LIBERTY IPA with all signed delivery tickets, signed consents and Enrollee clinical records. Provider further agrees that it will make all records related to this Agreement available, at no charge, to any governmental entity having authority over LIBERTY IPA or a Payor.

8.3 Confidentiality of Enrollee's Clinical Records.

(i) Provider shall safeguard Enrollees' privacy and confidentiality, ensure accuracy of Enrollees' health records, and maintain Enrollee records in an accurate and timely manner. Provider agrees to comply with all State, Federal and local laws, rules and regulations, and applicable Plan requirements, regarding the privacy, security, confidentiality, accuracy and/or disclosure of records (including, but not limited to, medical records), personally identifiable information and/or protected health information and enrollment information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (collectively, "HIPAA"), as well as the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder (collectively, "HITECH Act"). Provider also agrees to release such information only in accordance with applicable State, Federal and local laws and regulations, at the request of any governing authority, or pursuant to court orders by a court of competent jurisdiction or validly issued subpoenas.

(ii) The obligations created by this Section 8.3 shall survive the termination of this Agreement.

8.4 Information Confidential and Proprietary to LIBERTY IPA and Payors. Provider acknowledges that, by reason of its performance of services under this Agreement, it may have access to confidential and/or proprietary information of LIBERTY IPA or of other third parties to which LIBERTY has confidentiality obligations ("Third Parties"). This confidential and/or proprietary information may include, without limitation, information and knowledge pertaining to products, services, benefits, policies, inventions, discoveries, improvements, innovations, designs, ideas, trade secrets, advertising, marketing, finances, distribution and sales methods, sales and profit figures, databases, Enrollee and provider lists, identifying information regarding Enrollees and relationships and agreements between LIBERTY IPA (or Third Parties) and providers, regulators and others who have business dealings with them (collectively, "Confidential Information"). Provider acknowledges that such Confidential Information is a valuable and unique asset of LIBERTY IPA and/or the Third Parties to which such Confidential Information belongs, and Provider shall, and shall ensure that all persons employed by, contracted with or otherwise acting under the direction or control of Provider, keep all Confidential Information in strictest confidence and use Confidential Information for no other purpose than, and only to the extent necessary, to carry out Provider's obligations under this Agreement, and to not disclose any Confidential Information to any third party without the prior written authorization of LIBERTY IPA .

(i) Exceptions; Required Disclosures. The obligation of confidentiality imposed by this Section 8.4 shall not apply to information that is, or becomes, publicly known and generally available to the public through no act or omission of Provider or which is required to be disclosed by validly issued subpoena, by order of a court of competent jurisdiction or by applicable law or other legal or governmental process (collectively, "Required Disclosure"); provided, however, that in the case of Required Disclosure, Provider shall immediately provide written notice to LIBERTY IPA of such request(s) and shall use reasonable efforts to resist disclosure until an appropriate protective order may be sought by, or a waiver of compliance with the terms of this Agreement has been granted by, LIBERTY IPA. In the absence of a protective order or receipt of a waiver hereunder, if Provider is, nonetheless, in the written opinion of its counsel, legally required to disclose the requested Confidential Information, then Provider may disclose such information, provided that LIBERTY IPA has been given a reasonable opportunity to review the text of such disclosure before it is made and that disclosure is limited to only the Confidential Information specifically required to be disclosed.

(ii) Return of Confidential Information. Upon termination or expiration of this Agreement, Provider shall return all Confidential Information (except any records which it has a duty to maintain) to LIBERTY IPA. Following termination or expiration of the Agreement, Provider shall not in any way use or disclose any Confidential Information.

8.5 Access to Records. Provider shall maintain and provide copies of Enrollees' clinical records to Enrollees at a reasonable cost in accordance with any applicable State or Federal laws. At the request of LIBERTY IPA and/or the applicable Payor, Provider shall, in the manner specified by LIBERTY IPA and/or the applicable Payor, provide copies of, or access to LIBERTY IPA and/or the applicable Payor, at reasonable times, to inspect and/or copy, books, papers and records relating to provider's performance under this Agreement, including but not limited to, access to Enrollee's clinical records and financial records pertaining to the costs of operations and income received for Covered Services provided to Enrollees. To the extent not prohibited by law, regulation or other governmental authority, Provider shall permit the New York State Department of Health, the New York State Department of Financial Services, the Comptroller of the State of New York, the New York State Attorney General, the New York State Office of the Medicaid Inspector General, the Department of Health and Human Services, the Comptroller General of the United States and their authorized representatives to have access to all records referenced in this Article 8, and to all other records relating to the performance of the Provider under this Agreement for the purposes of examination, audit and copying of such records. This provision shall survive termination of this Agreement for any reason.

8.6 Audit.

(i) Provider shall maintain and provide any other records related to the provision of Covered Services which LIBERTY IPA or a Payor may reasonably request for regulatory compliance and shall cooperate with LIBERTY IPA and Payors in all fiscal and medical audits, site inspections, peer reviews, utilization reviews, credentialing, re-credentialing and any other monitoring completed by LIBERTY IPA or required by a Payor, a regulatory authority, or an accreditation entity. Any such record shall be delivered to LIBERTY IPA and/or the applicable Payor within five (5) business days of a request for such record;

(ii) Provider shall promptly comply with all directives and recommendations issued as a result of any such inspection or audit; and

(iii) A Payor or LIBERTY IPA may use statistical samples, and other appropriate external audit and fraud and abuse and detection devices, in conducting audits of Provider's records, books, papers, information and documents.

8.7 Notwithstanding anything herein to the contrary, Provider agrees that a Payor and LIBERTY IPA may share with each other, or with their designated authorized agents, Provider information collected by either Payor or LIBERTY IPA pertaining to, without limitation: (i) quality assurance and improvement; (ii) utilization management, including reporting of clinical encounter data; (iii) patient satisfaction; (iv) credentialing; (v) maintenance of medical and dental records, record audits and inspection; (vi) health education; (vii) case management; and (viii) disease management.

ARTICLE 9
NOTICES

9.1 Notices. Any notices required to be given hereunder shall be in writing and shall be: (i) delivered in person to any signatory hereof, (ii) mailed by certified mail, postage prepaid, return receipt requested, (iii) mailed by a commercial overnight courier that provides receipt of delivery; or (iv) in the event that notice is being made to Provider by LIBERTY IPA, mailed via regular U.S. mail, delivered via facsimile (fax), delivered via electronic mail (email), or delivered via any method described in (i)-(iii). Notice shall be deemed effective upon the date of delivery. Either Party may at any time change its address by mailing a notice as required above. Until notice of a change of address is given, all such notices shall be given or addressed as follows:

LIBERTY IPA: LIBERTY IPA, LLC
Attn: Professional Relations
340 Commerce, Suite 100
Irvine, CA 92602

Provider: _____
Attn: _____
Address: _____
City, State ZIP: _____

ARTICLE 10
PROPRIETARY INFORMATION

10.1 This Agreement, all information, documents, software and other materials of any sort furnished or otherwise made available to Provider by LIBERTY IPA and/or Payor including, without limitation, any proprietary software, LIBERTY IPA's Policies and Procedures, information regarding LIBERTY IPA's plans, any LIBERTY IPA and/or Payor's lists, copyright, service mark and trademark materials, and trade secrets, are confidential and shall be and remain the property of LIBERTY IPA and/or a Payor. Such proprietary information may only be used by Provider, or any person employed by, contracted with or otherwise acting under the direction or control of Provider, only in connection with the performance of Provider's obligations under this Agreement, and only in the manner provided for in this Agreement. Provider shall not, and will ensure that any person employed by, contracted with or otherwise acting under the direction or control of Provider shall not, disclose or use any proprietary information or trade secrets for Provider's own benefit during the Term of this Agreement or after the termination of this Agreement, except as authorized in writing by LIBERTY IPA and/or Payor. Provider shall have no ownership rights in said proprietary information. This provision shall survive termination of this Agreement.

10.2 Upon termination of this Agreement or expiration of its Term, Provider shall return to LIBERTY IPA all proprietary information and trade secrets in Provider's possession in a manner consistent with instructions provided by LIBERTY IPA. Provider shall cooperate with LIBERTY IPA in maintaining the confidentiality of such proprietary information and trade secrets at all times during and after termination of this Agreement.

ARTICLE 11
MISCELLANEOUS

11.1 New York State Standard Clauses. The "New York State Department of Health Standard Clauses for Managed Care Provider/IPA/ACO Contracts", attached to the Agreement as Exhibit B, are expressly incorporated into this Agreement and are binding upon the Article 44 plans and providers that contract with such plans, and who are a party to this Agreement. In the event of any inconsistent or contrary language between the Standard Clauses and any other part of the 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 the Agreement exceeds the minimum requirements of the Standard Clauses.

11.2 Entire Agreement/Severability. This Agreement, and any exhibits attached hereto, constitutes the entire understanding between the parties hereto relating to the matters herein contained and, except as otherwise provided herein, no amendments or variations of its terms shall be valid unless in writing and signed by all the parties hereto. The terms and provisions of this Agreement are hereby declared to be severable. If any provision, term, covenant or condition contained in this Agreement is held by any court of competent jurisdiction to be invalid, unenforceable or void, such invalidity or unenforceability shall not affect the validity and enforceability of the remainder of the Agreement, and all other provisions, terms, covenants and conditions contained in the Agreement shall remain in full force and effect. In addition, any invalid, unenforceable, or void provision, term, covenant or condition of this Agreement shall be replaced with a valid and enforceable one that will achieve, to the extent possible, the economic, business, and other purposes of the invalid, unenforceable, or void provision, term, covenant or condition.

11.3 Waiver. No failure or delay by LIBERTY IPA or any representative of LIBERTY IPA in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. In addition, the waiver by LIBERTY IPA of a breach of any provision of this Agreement by Provider shall not operate as, or be construed as, a waiver of any subsequent breach by Provider.

11.4 Dispute Resolution/Arbitration. Any dispute, claim or controversy between the Parties arising out of, or relating to, this Agreement shall be resolved by mediation or in the event such dispute, claim or controversy cannot be resolved by mediation, by binding arbitration pursuant to the rules and procedures of the American Health Lawyers Association. This Section 11.4 shall not apply to disputes arising from malpractice claims or other claims of Enrollees or other third parties, nor shall this Section 11.4 preclude the Parties from pursuing equitable relief in a court of competent jurisdiction. Provider further agrees to abide by the terms of any arbitration, mediation or grievance procedure provisions set forth in the Plan Description. This Section does not apply to disputes arising from utilization management decisions of LIBERTY IPA or its designee.

11.5 Assignment. This Agreement and the rights and obligations hereunder shall not be assignable by either Party hereto except that LIBERTY IPA shall have the right to assign its rights and obligations hereunder to any corporation that is a subsidiary, parent, or affiliate of LIBERTY IPA. Provider may not assign Provider's rights and obligations to any person or entity without the prior written consent of LIBERTY IPA and any attempted assignment without such prior written consent shall be void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon parties hereto and also their respective heirs, assigns, and successors in interest of any kind whatsoever.

11.6 Gender and Number. All terms and words used in this Agreement regardless of the number or gender in which they are used shall be deemed to include any number and any gender as context may require.

11.7 Regulation 164 Requirements. As applicable, Exhibit C to this Agreement sets forth additional terms and conditions required by the New York State Department of Insurance's Regulation 164 and applicable

to pre-paid capitation arrangements.

11.8 Medicare Requirements. Where applicable, Exhibit D to this Agreement sets forth additional terms and conditions, applicable to Covered Services provided to persons enrolled in Medicare managed care products, including Exhibit D-1. This includes products offered pursuant to a Payor's Medicare Advantage contract and cost contracts (Collectively "Medicare Contracts") with the Centers for Medicare and Medicaid Services (CMS) of the United States Department of Health and Human Services (HHS), including but not limited to coordinated care plans (both HMO and PPO Plans) (collectively "Medicare Plans").

11.9 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

11.10 Number of Enrollees. Neither LIBERTY IPA nor any Payors by this Agreement or otherwise, guarantees to Provider the opportunity to provide Covered Services to any minimum number of Enrollees.

11.11 Amendment. The Parties acknowledge and agree that this Agreement may be required to be modified from time to time, without the consent of Provider, in order to comply with applicable Federal and State laws, regulations or guidance. In that regard, the Parties agree that LIBERTY IPA may remove, amend, modify or supplement any term or provision of this Agreement (including the addition of addenda and/or exhibits) upon written notice to Provider. Where such removal, amendment, modification or supplementation to this Agreement is not related to compliance with applicable Federal and State laws, regulations or guidance, LIBERTY IPA may remove, amend, modify or supplement this Agreement upon ten (10) days' written notice to Provider. If Provider fails to object to such revision in writing within ten (10) days of such notification, Provider will be deemed to have consented to such modification. Except for the foregoing, this Agreement may not otherwise be amended, modified, changed, or supplemented in any way except by written instrument signed by an authorized signatory of each Party.

11.12 Non-Exclusivity. Nothing contained in this Agreement shall prevent Provider from participating in, or contracting with, any other independent practice association, preferred provider organization, managed care organization, insurer or other health delivery or insurance program.
Notwithstanding any other provision herein, the parties acknowledge and agree that the network is intended to be non-exclusive and that LIBERTY IPA shall have the right to enter into an agreement with any other provider(s) that provides Covered Services.

11.13 Headings. The headings of the sections/paragraphs of this Agreement are for convenience only and may not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date set forth below.

LIBERTY DENTAL NEW YORK IPA, LLC	PROVIDER
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Provider Address:
	_____
	_____

EXHIBIT A

PARTICIPATING PAYORS

Payor	Rate Addendum
	Addendum A-1
	Addendum A-2
	Etc.

EXHIBIT B

New York State Department of Health
Standard Clauses for
Managed Care Provider/IPA/ACO Contracts

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 award 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," Exhibit B-1 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 (applies to Tier 1, Tier 2, and Tier 3);

b. The IPA/ACO will submit annual financial statements to the MCO, as well as any additional documents required by the MCO as necessary to assess 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 (applies to Tier 2 and Tier 3); and

c. The IPA/ACO will submit any additional documents or information related to its financial condition to the MCO, if requested by DOH (applies to Tier 2 and Tier 3); 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 (applies to Tier 2 and Tier 3).

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.

EXHIBIT B-1
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid to any person by or on behalf of the Provider 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 loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment or modification of this Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds $100,000, the Provider shall complete and submit Standard Form-LLL "Disclosure Form to Reporting Lobby," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into submission of this certification is a prerequisite for making or entering into this transaction pursuant to U.S.C. Section 1352. The failure to file the required certification shall subject the violator to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DATE:

TITLE:

ORGANIZATION:

NAME: (Please Print)

SIGNATURE:

EXHIBIT C

REGULATION 164 REQUIREMENTS

LIBERTY may enter into an agreement with one or more Payors, which agreement may contain a prepaid capitation payment arrangement subject to review by the New York State Department of Financial Services under 11 NYCRR 101 ("Reg. 164"). With respect to such agreements, the following shall apply:

(1) Provider will not, in the event of default by LIBERTY IPA, demand payment from any third party payor for any Covered Services rendered to Enrollees for which the in-network capitation payment was made by the third party payor to LIBERTY IPA pursuant to this Agreement.

(2) Provider shall not collect or attempt to collect from Enrollees any amounts owed to Provider for Covered Services, other than any amounts the Enrollee is obligated to pay under the applicable Plan.

(3) In the event this Agreement is terminated by the Superintendent pursuant to 11 N.Y.C.R.R. § 101.9(a)(7), each Provider agreement must be assigned on a prospective basis (without any obligation to pay any amounts owed to Provider by LIBERTY IPA) to the third party payor for a period of time that is determined by NYSDOH. This assignment is necessary in order to provide the services that Payor is legally obligated to deliver to Enrollees. However, no such assignment shall exceed twelve (12) months from the date this Agreement is terminated by the Superintendent.

EXHIBIT D
MEDICARE REQUIREMENTS

EXHIBIT D-1

Approved by OMB
0348-0046

Disclosure of Lobbying Activities
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature: _____** **Print Name: _____** **Title: _____** **Telephone No.: _____ Date: _____**	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

4842-8073-9929, v. 7