PARTICIPATING PROVIDER AGREEMENT
BETWEEN
GUILDNET INC.
AND
SARA COMPANION SERVICES, INC.

THIS PARTICIPATING PROVIDER AGREEMENT (the **"Agreement"**), is entered into as of this 1st day of May, 2014 (the **"Effective Date"**), by and between GUILDNET INC. (**"GuildNet"**), a New York not for profit corporation located at 15 West 65th Street, New York, New York 10023, and **SARA COMPANION SERVICES, INC.** (**"Provider"**), a corporation located 201-09 East Merrick Road, Valley Stream, New York 11580-5952. GuildNet and Provider may each be referred to herein as a **"Party"** and collectively as the **"Parties"**.

W I T N E S S E T H:

WHEREAS, GuildNet is the operator of a managed long-term care plan (MLTC) under Article 4403 f of the New York State Public Health Law, authorized by the New York State Department of Health (**"SDOH"**) to provide or arrange for health and long-term care services pursuant (among other things) to the terms and conditions of the Managed Long Term Care Contract between SDOH and GuildNet (the **"SDOH Agreement"**);

WHEREAS, GuildNet is also the operator of a Medicare Advantage Dual Eligible, Special Needs Plans ("DSNP"), which, as authorized by SDOH provides a defined set of Medicaid wrap-around benefits to dual eligible enrollees of the GuildNet Medicaid Advantage and Medicaid Advantage Plus.

WHEREAS, GuildNet is also the operator of a Medicare-Medicaid Plan ("MMP")/Fully Integrated Duals Advantage ("FIDA") program, approved by CMS and SDOH.

WHEREAS, as part of its responsibilities as an operator, GuildNet must provide or arrange for the individuals enrolled in GuildNet's managed long term care plan (**"Enrollee(s)"**) to receive the medically necessary services (the **"Services"**) described in Appendix A hereto;

WHEREAS, Provider is appropriately licensed and/or certified under applicable New York law and regulations to provide the Services, and has the expertise, resources, staff and qualifications to provide Enrollees with the Services; and

WHEREAS, GuildNet desires to engage Provider to provide the Services hereunder to certain of its Enrollees and Provider desires to accept such engagement, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and undertakings of the Parties, and for other good and valuable consideration the

sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. RELATIONSHIP OF THE PARTIES

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

1.2 Independent Contractors. The Parties intend to act and perform as independent contractors, and the provisions hereof are not intended to create any partnership, joint venture, agency or employment relationship between the Parties. Each Party shall be and remain the employer of its employed personnel, such personnel shall at no time be deemed to be employees of the other Party and shall not be entitled or eligible to participate in benefits or privileges provided or extended by the other Party to its employees, and in connection therewith each Party shall be solely responsible for, and shall comply with, all state and federal laws pertaining to employment taxes, income withholding, unemployment compensation contributions and other applicable employment-related laws.

1.3 Independent Professional Judgment. The Parties acknowledge and agree that all Services provided hereunder are the responsibility of Provider, Provider shall maintain full control and discretion over its exercise of professional judgment, and Provider shall have sole and complete responsibility to ensure that all Services performed by Provider and its agents are consistent with accepted standards of professional practice. In the event that Provider disagrees with a decision made by GuildNet or any other payor, Provider understands that its obligations shall be to appeal such decision under procedures provided by the applicable entity and notwithstanding such decision to provide the Services in accordance with Provider's own best professional judgment.

1.4 Network Relations. Provider shall not, and shall assure that Provider employees and agents shall not: (i) counsel or advise, directly or indirectly, individuals and entities who are currently under contract, or in the process of negotiating contracts, with GuildNet or any GuildNet affiliate to cancel, modify, or not renew said contracts; (ii) use or disclose to any third-party Enrollee lists acquired during the term of this Agreement for the purpose of directly or indirectly soliciting individuals who are Enrollees; and (iii) otherwise directly or indirectly solicit individuals who are Enrollees. Notwithstanding the foregoing, nothing in this section is intended to, or shall be deemed to restrict, any actions or communications between Provider (or a Provider agent or employee) and an Enrollee that is necessary or appropriate for the clinical care of an Enrollee. In the event of a breach or a threatened breach of this section by Provider or a Provider employee or agent, GuildNet shall have the right of specific performance and injunctive relief in addition to any and all other remedies and rights at law or in equity, and such rights and remedies shall be cumulative.

1.5 Liaison. Provider shall appoint and retain at all times an individual to serve as liaison to GuildNet in connection with this Agreement, and such individual shall have authority to require Provider employees and agents to comply with the terms and conditions of this Agreement.

1.6 No provision of this Agreement shall be construed as contrary to the provisions of Article 44 of the New York Public Health Law and the Managed Care Bill of Rights of 1996 to the extent they are applicable to providers governed by N.Y. Public Health Law § 4403-f.

2. PROVISION OF SERVICES

2.1 Provision of Services. Provider shall, in accordance with the terms and conditions of this Agreement, provide medically necessary Services to Enrollees.

2.2 Prior Approval

(a) Requirement. Subject to subsections (b) and (c), below, Provider shall obtain GuildNet's written approval prior to furnishing Services to Enrollees, and prior to referring Enrollees for items or services Enrollees are entitled to receive under the GuildNet Managed Long Term Care Plan, as set forth in the Provider Manual referenced in Section 4.1, below. GuildNet approvals for Services shall specify the nature, duration, and scope of the Services to be provided. Provider's obligations shall also include verifying with GuildNet, in advance, that the patient is a bona fide Enrollee eligible to receive the Services. Enrollee verifications may be conducted by telephone. GuildNet shall have final authority to approve Provider's provision of Services to Enrollees, subject to the rights of Provider to contest such determinations in any applicable grievance, arbitration or legal actions or proceedings.

(b) Emergency Conditions. GuildNet prior approval shall not be required in the case of an Enrollee with an emergency condition as such condition is defined in the Provider Manual (as such term is defined in Section 4.1, below), consistent with Section 4900(3) of the New York Public Health Law (**"Emergency Condition"**). In such case, however, Provider shall diligently attempt to contact GuildNet prior to referring or treating the Enrollee, and if Provider is unable to contact GuildNet prior to the referral or treatment, Provider shall notify GuildNet within twenty-four (24) hours.

(c) Certain Exceptions. GuildNet prior approval shall not be required if the Services set forth in Appendix A of this Agreement are Podiatry, Dentistry, Optometry, Audiology Screening/hearing aide batteries or Nutritional Counseling services.

2.3 Standard of Practice. Provider shall, and shall assure that Provider employees and agents shall: (a) perform hereunder in accordance with standards, rules and regulations promulgated under the New York State Public Health and Social Service Laws, the New York Medicaid Program and any other applicable laws and governmental regulations; (b) cooperate with any investigation, audit, or inquiry conducted by a governmental agency or authority; and (c) perform hereunder in accordance with generally accepted industry standards and professional and ethical standards of care.

2.4 Credentialing. Provider shall fully cooperate with GuildNet's credentialing processes, including, without limitation, by submitting all information and documentation requested by GuildNet to credential or re credential or otherwise review the qualifications of Provider and Provider employees and agents, to provide the services contracted for hereunder.

2.5 Licensure. Provider is and shall remain, and shall assure that all Provider employees and agents are and shall remain, appropriately licensed and/or certified and supervised (when and as required by law), and, as applicable, qualified by education, training and experience to perform the duties hereunder. Provider shall, and shall assure that all Provider employees and agents shall, act within the scope of its or their licensure or certification, as the case may be. Provider shall provide appropriate supervision for its employees and agents and shall assure that their responsibilities do not exceed those responsibilities set forth under applicable New York State laws and regulations and professional standards for such practices.

2.6 Quality Assurance. Provider has and shall maintain an ongoing quality assurance/assessment program which includes, but is not limited to, credentialing of Provider employees and agents, and upon the request of GuildNet, shall supply to GuildNet documentation with respect thereto, including, but not limited to, internal quality assurance/assessment protocols, state licenses and certifications, and federal agency certifications and/or registrations.

2.7 Certain Notices. Provider shall immediately notify GuildNet (but in any event within three (3) calendar days), of the occurrence of any of the following:

(a) any governmental investigation of, or any action taken to restrict, suspend or revoke any license or certification of Provider, or any Provider employee or agent providing services hereunder, or any disciplinary or corrective action initiated or taken against or required of Provider or any Provider employee or agent providing services hereunder, by a governmental agency, Medicare or Medicaid program, review organization or professional society, and in addition Provider shall provide to GuildNet the results of all governmental regulatory agency or private accrediting body survey results that directly or indirectly relate to the services contemplated hereunder, and any plan of correction submitted to any such entity, within ten (10) days of the receipt or submission of any such survey or plan, as applicable;

(b) the institution of any suit or other legal or governmental proceeding (whether civil or criminal, and including arbitration or administrative action) brought against Provider or any Provider employee or agent providing services hereunder, that bears any material relation to the performance of Provider hereunder, the reputation of Provider or GuildNet, or this Agreement, and any disposition of such action;

(c) any change in name, address, telephone number, material affiliation or other information submitted by Provider to GuildNet in an application or otherwise relating to the credentials of Provider or any Provider employee or agent providing services hereunder;

(d) any material change in any information provided to GuildNet by Provider pursuant to this Agreement;

(e) any cancellation, suspension or material change in the professional or general liability insurance coverage of Provider or (as applicable) of any Provider employee or agent providing services hereunder; and

(f) any other circumstance which might affect Provider's ability to properly carry out its obligations under this Agreement.

2.8 Non Discrimination. Provider shall, and assure that its employees and agents shall: (a) provide to Enrollees the same quality of services as it provides to all other persons treated by Provider; (b) comply with all applicable state and federal nondiscrimination laws; (c) not discriminate against any Enrollee in the manner or quality of services provided on the basis of age, race, national or ethnic origin, color, gender, sexual orientation, creed, disability, source of payment or type of illness or condition.

3. COMPENSATION FOR SERVICES

3.1 Payment for Services. GuildNet shall pay Provider: (i) within thirty (30) days of receiving a clean, completed claim for Services that are provided to bona fide Enrollees pursuant to the terms of this Agreement, if such claim is transmitted to GuildNet via the Internet or electronic mail; or (ii) within forty-five (45) days of receiving such a claim that is submitted to GuildNet by other means, such as paper or facsimile. Provider shall accept as payment in full for providing such services the applicable amounts described in the compensation schedule, attached hereto as Appendix C. Claims submitted by Provider to GuildNet shall include all necessary and appropriate detailed and descriptive medical and Enrollee data and identifying information, in accordance with GuildNet policies and industry practice. Providers shall submit claims to GuildNet not more than one-hundred-twenty (120) days after the date of service for the claim, subject to the reconsideration process and standards set forth in the Provider Manual. Provider shall use best efforts to submit bills electronically, to the extent required by GuildNet. Statements made in any claim or related documentation submitted by or on behalf of Provider shall be considered statements made by Provider, regardless of whether such statements are prepared by Provider employees, agents, or representatives. Provider shall file with GuildNet any requested adjustments to submitted claims or appeals for payment no later than forty-five (45) days after receiving an explanation of payment (EOP) notice from GuildNet. GuildNet shall comply with New York State Insurance Law § 3224-a pertaining to prompt payment to Providers.

3.2 Notice and Correction of Payment Errors. Provider shall notify GuildNet of any overpayments or payments made in error within ten (10) business days of becoming aware of such overpayments or erroneous payments, and return or arrange for the return of any such overpayment or payment made in error.

3.3 Services Provided to Non-Enrollees. Provider shall not be entitled to payment from GuildNet for providing Services if it is subsequently determined that the patient receiving such services was not a bona fide Enrollee at the time of service provision; provided however,

that Provider shall not be denied payment for such reason if Provider provided such services in reasonable reliance on the written advance approval GuildNet and on GuildNet's written or oral verification that such patient was a bona fide Enrollee at the time of service provision.

3.4 No Recourse. Provider agrees that in no event, including, but not limited to, nonpayment by GuildNet, insolvency of GuildNet 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 GuildNet) acting on the Enrollee's behalf, for services provided pursuant to this Agreement, for the period covered by the paid Enrollee premium. Provider agrees that, during the time an Enrollee is enrolled in GuildNet, Provider will not bill the County Department of Social Services or the SDOH for covered services within the GuildNet benefit package as set forth in the SDOH Agreement between GuildNet and the State. This provision shall survive termination of this Agreement for any reason, and shall supersede any oral or written contract now existing or hereafter entered into between Provider and an Enrollee or person acting on an Enrollee's behalf.

3.5 Coordination of Benefits. Provider agrees to participate in and comply with all applicable coordination of benefits policies and procedures of GuildNet.

4. PROVIDER MANUAL

4.1 Provider Manual. Provider shall, and shall assure that Provider employees and agents involved in Provider's performance hereunder shall, comply fully and abide by the rules, policies and procedures that GuildNet has established or will establish and has provided to Provider at least thirty (30) days in advance of implementation (collectively, the **"Provider Manual"**); provided however, that in the event the terms of the Provider Manual expressly conflict with the terms of this Agreement, the terms set forth in this Agreement shall be controlling.
The Provider Manual shall address, without limitation, the following:

(a) Training: the participation in orientation and training sessions required from time to time by GuildNet;

(b) Enrollee Case Management and Care Plans: (i) the participation in case management, meetings required from time to time by GuildNet and otherwise cooperating fully with GuildNet case managers; (ii) performing in accordance with Enrollee Care Plan parameters; and (iii) cooperating fully in GuildNet protocols and guidelines to coordinate and integrate health care services for Enrollees, including, without limitation, regarding Enrollee referrals, advance approvals from GuildNet for service provision, Provider credentialing, claims payment review, and the collection and reporting to GuildNet of clinical data, claims data and other information reasonably required by GuildNet, regardless of payor souce;

(c) Quality Assurance and Health Care Management: cooperating fully with all GuildNet quality assurance and improvement programs, and health care utilization and management programs;

(d) Grievance Procedures: complying with GuildNet Enrollee grievance procedures; and

(e) Oversight: complying with the procedural and data reporting requirements of GuildNet to assure that GuildNet is fully informed of the nature and extent of services being provided to Enrollees, and cooperating fully with inspections or other audits by GuildNet and governmental authorities to permit the monitoring and evaluation of Provider's performance hereunder, including but not limited to, the quality, appropriateness, and timeliness of services provided under this Agreement.

5. RECORDS MAINTENANCE, ACCESS AND CONFIDENTIALITY

5.1 Maintenance of Records. Provider shall maintain all information related to this Agreement in a current, detailed, organized and comprehensive manner and in accordance with customary medical and industry practice, GuildNet policies, applicable state and federal laws and regulations, and accreditation standards. Such records shall, as applicable, include but not be limited to, general clinical records, admission and discharge reports, treatment authorization and referral records, case management reports, quality assurance records, legal compliance program records, grievance records and financial records. Provider shall maintain such records, in readily accessible form, for a period of at least ten (10) years from the last date of service, ten (10) years from the age of majority of the Enrollee, ten (10) years from the termination of this Agreement, or to the extent required by law, whichever is longer (the **"Record Retention Period"**). All such records shall be available, at no cost, during the term of this Agreement and during the Record Retention Period for inspection, examination and copying by GuildNet for any purpose related to the performance of this Agreement, as well as to all authorized government officials.

5.2 Confidentiality of Medical Records and Enrollee Information. Provider shall maintain the privacy and confidentiality of all clinical records in compliance with local, state and federal laws and regulations, and GuildNet policies, and Provider represents, covenants and warrants that Provider and Provider employees and agents performing hereunder, have been and shall be informed of, trained in, and in compliance with such laws, regulations and policies.

5.3 Financial Records. Provider shall maintain all books, accounts, personnel records, journals, ledgers, and all financial records relating to revenue received and expenses incurred under this Agreement, according to generally acceptable accounting principles consistently applied.

5.4 Notification. Provider shall, to the extent permitted by law, notify GuildNet of any request made by a governmental agency or any party acting on behalf of a governmental agency for access to records maintained pursuant to this Agreement.

5.5 Certain Access. Provider will ensure that pertinent contracts, books, documents, papers and records of their operations are available to SDOH, the United States Department of Health and Human Services, the Comptroller of the State of New York, the Comptroller General of the United States and/or their respective designated representatives, for inspection, evaluation

and audit, through six (6) years from the final date of this Agreement, or from the date of completion of any audit, whichever is later.

5.6 Survival. The provisions of this Section 5 shall survive the termination of this Agreement.

6. TERM AND TERMINATION

6.1 Initial Contract Term. This Agreement shall take effect on the Effective Date, or the date of SDOH approval, whichever is later, and shall continue in effect for a period of twelve (12) months.

6.2 Renewal and Non-Renewal. This Agreement will automatically renew for successive terms of twelve (12) months, these periods being subsequent contract periods, until either Party gives the other prior written notice of non-renewal no less than sixty (60) days prior to the Agreement's anniversary date. Complaints will be considered in evaluating the Provider's performance for renewal.

6.3 Termination by GuildNet. Subject to Section 6.6 below:

(a) GuildNet may, at its option, terminate this Agreement immediately and without notice to Provider in the event of: (i) conduct by Provider or Provider employees or agents which in the sole judgment of GuildNet poses an imminent harm to Enrollee(s); (ii) circumstances that result in Provider being legally unable to deliver the Services specified herein; (iii) a determination by GuildNet that Provider or Provider employees or agents have engaged in fraud; (iv) a final determination by a state licensing board or other governmental agency that impairs Provider's ability to provide services under this Agreement, including without limitation, a decision by SDOH or its agents to suspend, terminate or deny approval to Provider to participate in the New York State Medicaid Program; (v) a decision by DHHS or its agents to suspend, terminate or deny approval to Provider to participate in the Medicare Program; or (vi) a determination by SDOH or GuildNet that Provider has not performed adequately (which includes but is not limited to, egregious patient harm, significant substantiated complaints, submitting claims to GuildNet for services not delivered, and refusal to participate in GuildNet's quality improvement program).

(b) In the event that Provider defaults in the performance of any material duty or obligation hereunder, other than a default for which termination may occur as set forth in Section 6.3(a), above, GuildNet may, at its option, give Provider written notice identifying the alleged default or breach, and if Provider does not cure such default or breach within thirty (30) days, GuildNet may, at its option, terminate this Agreement upon thirty (30) days written notice.

6.4 Termination by Provider. In the event that GuildNet defaults in the performance of any material duty or obligation hereunder, Provider may, at its option, give GuildNet written notice identifying the alleged default or breach, and if GuildNet does not cure such default or breach within thirty (30) days, Provider may, at its option, terminate this Agreement upon thirty (30) days written notice to GuildNet.

6.5 Termination by Either Party. Subject to Section 6.6 below, either Party may, at its option, terminate this Agreement, without cause, upon sixty (60) days written notice to the other Party; and either Party may, at its option, immediately terminate this Agreement upon written notice to the other Party upon the occurrence of any one or more of the following events:

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

(b) the suspension or termination of GuildNet's of authority, under Section 4403 f of the New York State Public Health Law, to operate a managed long-term care plan;

(c) the suspension or termination of the SDOH Agreement; or

(d) the receipt of notification that New York State or federal reimbursement or funding is no longer available for services provided pursuant to this Agreement.

6.6 Termination by GuildNet of a Health Care Professional. In the event this Agreement is with a health care professional, GuildNet shall not terminate this Agreement except in compliance with the requirements of Section 4406-d of the New York Public Health Law. For the purposes of this Agreement, the term "health care professional" shall be defined in accordance with Section 4406-d of Public Health Law as a health care professional licensed, registered or certified pursuant to Title Eight of the New York Education Law.

6.7 Effect of Termination; Continuation of Care

(a) In the event that this Agreement is terminated for any reason while the SDOH Agreement continues to be in effect, Provider agrees to continue to provide Services to Enrollees until the date upon which GuildNet makes alternative arrangements for the provision of such services to Enrollees. GuildNet and Provider shall use best efforts to make such alternative arrangements in a timely fashion. During such period, GuildNet shall compensate Provider in accordance with the terms of this Agreement.

(b) In the event that both this Agreement and the SDOH Agreement terminate, Provider agrees to continue to provide Services to Enrollees until the date upon which SDOH or LDSS, as applicable, makes alternative arrangements for the provision of such services to Enrollees. Provider shall look to SDOH or LDSS for compensation for such services provided in accordance with the terms of the Medicaid program.

7. INSURANCE AND INDEMNIFICATION

7.1 Insurance

(a) Provider shall procure and maintain at Provider's sole cost and expense throughout the initial and any renewal term of this Agreement, insurance with reputable carriers that provides coverage that accords with reasonable industry standards and is satisfactory to GuildNet. Such insurance shall insure Provider, its directors, officers, employees and agents against any claim or claims for damages arising by reason of property damage, personal injury or death occasioned directly or indirectly in connection with the performance by Provider, and Provider's employees and agents, of this Agreement. This shall include, without limitation, professional liability insurance in the minimum amounts of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate.

b) Provider shall procure and maintain at Provider's sole cost and expense throughout the initial and any renewal term of this Agreement, endorsements naming GuildNet and The Jewish Guild for the Blind, and all entities controlled by or under common control with The Jewish Guild for the Blind (a list of which shall be provided by GuildNet to Provider upon request), as additional insureds under Provider's insurance policies required under subsection (a) above for commercial general liability coverage.

(c) Evidence of the insurance coverage required under this Section 7.1, which shall include copies of the relevant insurance policies (including, without limitation, all additional insured endorsements), shall be provided to GuildNet promptly upon request, and Provider shall provide GuildNet with no less than thirty (30) days prior written notice of any modification, reduction or termination of any such coverage.

7.2 Indemnification. Each Party (the **"Indemnitor"**) shall indemnify and hold harmless the other Party and its directors, officers, employees, agents and representatives, from and against any and all claims, liabilities, expenses, losses, damages, and causes of action (including, without limitation, reasonable attorneys' fees and costs) caused or asserted to have been caused, directly or indirectly, by or as a result of the acts or omissions of the Indemnitor or any director, officer, employee, agent or representative thereof, arising out of, or in connection with, or otherwise relating to, the performance of this Agreement.

7.3 Survival. The terms of this Section 7 shall survive the termination of this Agreement.

8. INTELLECTUAL PROPERTY

8.1 Trade Secret and Proprietary Information. In connection with its performance hereunder, each Party (the "Creator") has created and will create, or will license the use of, intellectual property ("Trade Secret and Intellectual Property") including, by way of example only: (a) methods and materials related to the management and delivery of managed long-term care services; (b) methods related to recording, tabulating and analyzing data related to the delivery, quality and utilization of managed long-term care services; (c) copyrights; and (d) trademarks, trade names and service marks. All such Trade Secret and Intellectual Property is the exclusive property of the Creator (or the persons from which such property is licensed, as the case may be), subject to the other Party's rights to use such Trade Secret and Intellectual Property which is disclosed to the Party by the Creator in accordance with the terms and

conditions of this Agreement. The use of Trade Secret and Intellectual Property in furtherance of this Agreement shall not be deemed a waiver by the Creator of any rights with respect to such materials, except as otherwise set forth herein.

8.2 Non-Disclosure

(a) In connection with the performance of this Agreement the Creator will disclose Trade Secret and Intellectual Property to the other Party, and to employees, agents, or independent contractors of the Party Provider (all of whom shall be deemed to be the Party for the purposes of this Section 8.2). Subject to Section 8.2(b) below, and except as necessary to perform this Agreement, and except as required by state or federal law or regulation, or by court order: (i) the Party shall not disclose to third parties such Trade Secret and Intellectual Property, regardless of whether such information is marked or designated "confidential," without the prior written consent of the Creator. In addition, the Party shall take commercially reasonable steps to safeguard the Trade Secret and Intellectual Property to prevent its unauthorized or improper use or copying. By disclosing Trade Secret and Intellectual Property to the other Party, the Creator shall not be deemed to have waived or abandoned any copyright or patent right that it may have with respect to such Trade Secret and Intellectual Property, as set forth below.

(b) Notwithstanding the foregoing, the other Party shall have no confidentiality obligation with respect to Trade Secret and Intellectual Property that: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to a receiving party or rightly received by a receiving party from a third party; or (iii) is independently developed by a receiving party.

8.3 Return of Trade Secret and Intellectual Property. Upon termination of this Agreement for any reason: (a) Each Party shall return (or destroy, at the option of the Party) any and all Trade Secret and Intellectual Property that can reasonably be returned or destroyed, to the other Party, or other Party's designee.

8.4 Copyrights and Patents. All copyrights in any works protectable under 17 U.S.C. §§101 et seq., and all rights to patents and/or applications therefor (domestic and foreign) for invention(s) as defined in 35 U.S.C. §§1 et seq. originated by a Party shall be the sole property of the Party.

8.5 Use of Trademarks and Names of Parties. Neither Party shall use the name of the other party (the "Mark Owner") or any marks (e.g., trademarks and service marks in the form of logos, words and combinations thereof) of such Party (individually and collectively, the "Marks"), without the prior written consent of the Mark Owner, which consent shall not be unreasonably withheld; provided, however, that Provider hereby consents to the use of its name address, telephone number, services provided hereunder in GuildNet Provider lists, directories, and other promotional, advertising, or public relations materials. Prior to publication, the party seeking to use the Marks shall submit to the Mark Owner a sample of all proposed uses, and aforesaid written consent shall be provided by the other party within fourteen (14) days. Failure to provide a written response within fourteen (14) days shall be deemed as consent by the Mark Owner.

8.6 Remedies. Each Party acknowledges the importance of the intellectual property rights of the other Party and recognizes the importance of complying with the restrictions set forth in this Section 8, and understands that the performance of each Party hereunder depends on such restrictions. Therefore, and without limitation of any other rights of any Party to seek or obtain any relief in the event of a breach of this Section 8, the Parties agree that each shall be entitled to seek injunctive relief to enforce the restrictions and covenants contained in this Section 8, and that breach of this Section 8 would result in irreparable injury to the injured Party, and thus the breaching party shall not contest such characterization in any case or proceeding (without the necessity to post a bond).

8.7 Notice of Breach. The Parties hereby covenant that subject to applicable state and federal laws, each shall immediately notify the other of any breach or threatened breach of this Section 8 of which it becomes reasonably aware and regardless of the person or entity committing or threatening to commit such breach, and whether such breach or threatened breach is intentional.

9. MISCELLANEOUS

9.1 Arbitration. Any claim, dispute, controversy or other matter in question between the Parties arising out of or relating to this Agreement, or breach thereof, shall be settled exclusively by binding arbitration to be conducted in New York County, New York pursuant to the commercial dispute resolution rules of the American Arbitration Association. The dispute shall be heard by a single arbitrator, who shall set forth his or her award in the form of a reasoned opinion. In all events, the award shall be subject to judicial review only for the reasons allowed pursuant to the Federal Arbitration Act and the judicial decisions applicable thereto. The arbitrator's order shall be confirmed by either party in a court of competent jurisdiction in New York County, New York, and in no other court or venue. A demand for arbitration shall be made within a reasonable time after the claim, dispute, controversy or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, controversy or other matter in question would be barred by the applicable statute of limitations. The charges and expenses of arbitration will be shared equally by the Parties. Any and all disputes shall be resolved using SDOH's interpretation of the terms and provisions of the SDOH Agreement, and portions of this Agreement that relate to services pursuant to the SDOH Agreement. The Commissioner of SDOH shall not be bound by arbitration or mediation decisions hereunder. The Commission of SDOH shall be given notice of all issues going to arbitration hereunder, and copies of all decisions.

9.2 Notice. Any notice, request, demand or other communication required or permitted hereunder will be given in writing and delivered personally by a nationally recognized overnight courier, or by certified mail, postage prepaid, return receipt requested. A notice that is sent by overnight courier will be deemed given one (1) business day after it is dispatched, provided that receipt is acknowledged. A notice that is sent by certified mail shall be deemed given three (3) days after it is mailed. All such notices must be addressed to the Parties as follows:

To GuildNet:

GuildNet, Inc.
15 West 65th Street
New York, NY 10023
Attention: Wanda Figueroa-Kilroy, President
With a copy of any notices provided under sections 6.4, 6.5, 8.7 and 9.1 to:
Alan R. Morse, JD, PhD, President and CEO

To: SARA Companion Services, Inc.
201-09 East Merrick Road
Valley Stream, New York 11580-5952

Attention: Irvin J. White, SR, CEO
patriciaj@saracompanions.com

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

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

9.4 Successors. This Agreement shall be binding upon the Parties hereto, and their respective successors and assigns.

9.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same Agreement.

9.6 Severability. If any part, term, or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations arising under such provisions, but the remainder of this Agreement shall be interpreted so as to carry out the intent of the Parties in an equitable manner.

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

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflicts of law principles.

9.9 Amendment. This Agreement may be amended only by written agreement of the Parties. Any material amendment to this Agreement requires the prior approval of the SDOH.

9.10 Entire Agreement. This Agreement sets forth the entire agreement between GuildNet and Provider with respect to the subject matter hereof and supersedes all prior representations, agreements, and understandings, written or oral; provided, however, that the Parties understand and agree that GuildNet has entered into the SDOH Agreement, and the Parties agree that all of said SDOH Agreement is incorporated by reference as if it were specifically set forth herein. In the event that any portion of the SDOH Agreement may be in conflict with provisions of this Agreement, the provisions of the SDOH Agreement shall be deemed to be controlling.

9.11 Assignment and Delegation. This Agreement shall not be assigned, nor may any rights or duties hereunder be delegated by either Party to a third party, without the prior written consent of the other Party and notice to SDOH.

9.12 Further Assurance and Additional Documents. Each of the Parties hereto agrees to cooperate fully with the other Party and to take such further actions and execute such other documents or instruments as necessary or appropriate to carry out the purpose or intent of this Agreement.

9.13 Appendices and Schedules. All appendices and schedules attached to this Agreement as of the date hereof are hereby incorporated by reference and deemed a part of this Agreement.

9.14 Legal Compliance

(a) Each Party shall perform this Agreement in compliance with all applicable federal and state laws and regulations.

(b) Provider shall abide by and cooperate with GuildNet in implementing the GuildNet legal compliance program, including, without limitation, by promptly reporting to GuildNet (a) any suspected improper conduct or practice that reasonably appears to involve or implicate GuildNet, its employees, officers or agents; and (b) the commencement or existence of any investigation, enforcement action, or sanction by any government agency, private payor or health care entity (or any agent thereof) which affects or may affect the health care licensure or privileges of Provider, or any Provider employee or agent, or such parties' participation in or relationship with Medicare, Medicaid or any other public or private health care program or payor.

(c) Adverse Reimbursement Change Law. In the event Provider is a health care professional licensed, registered or certified pursuant to Title 8 of the New York State Education Law, the parties acknowledge the application of New York Public Health Law Section 4406-c(5-

c) (the **"Adverse Reimbursement Change Law"**), which sets forth certain rights and duties that apply if GuildNet seeks to implement a proposed change that could reasonably be expected to have a material adverse impact on the aggregate level of payment to Provider under this Agreement (an **"Adverse Reimbursement Change"**). The Adverse Reimbursement Change Law generally requires GuildNet to furnish at least ninety (90) days advance written notice of an Adverse Reimbursement Change to Provider, and in the event Provider objects to such change, to permit Provider, within thirty (30) days of the date of the notice, to provide written notice to GuildNet to terminate the Agreement effective upon the implementation of the Adverse Reimbursement Change.

(d) Prohibition on Use of Federal Funds for Lobbying. The Provider agrees, pursuant to Section 1352, Title 31, United States Code, and 45 CFR Part 93 not to expend federally appropriated funds received under this Agreement to pay any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, cooperative agreement. The Provider agrees to complete and submit the "Certification Regarding Lobbying" 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 influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract or the underlying Federal grant and the Agreement exceeds $100,000 the Provider agrees to complete and submit Standard Form-LLC, "Disclosure of Lobbying Activities" in accordance with its instructions.

(e) Provider hereby represents, warrants, covenants and agrees that commencing the Effective Date and thereafter during the term of the Agreement that: (i) neither Provider, nor any Provider owner, director, employee or agent, nor to Provider's knowledge any Provider contractor or referral source is, has been or shall be excluded, suspended, debarred, ineligible or terminated (collectively "Excluded") from any federal or state healthcare program; and (ii) prior to the addition of any new Provider owner, director, employee, agent, contractor or referral source, and on a monthly basis with respect to all Provider owners, directors, employees, agents, contractors and referral sources, Provider confirms, has confirmed and shall confirm that such individuals and entities are not Excluded by checking the excluded parties lists maintained by the New York State Office of the Medicaid Inspector General, the United States Department of Health and Human Services Office of Inspector General, and the United States General Services Administration; and (iii) Provider shall immediately notify GuildNet in the event of any failure or likely failure to comply with the representations, warranties, covenants and agreements set forth in this Section 9.14(e), but in any event within three (3) business days.

(f) Provider hereby represents, warrants, covenants and agrees as follows:

(i) Commencing the Effective Date of this Agreement and thereafter during the term of the Agreement, Provider shall maintain full compliance with the New York State Home Care Worker Wage Parity Law (New York State Public Health Law Section 3614-c, as amended, and all New York State Health Department regulations and guidance with respect thereto) (the **"Wage Parity Law"**); and shall provide GuildNet with all information to verify such compliance; and

(ii) Commencing with respect to the three-month period March 1, 2012 through May 30, 2012, and with respect to each subsequent three-month period thereafter during the term of this Agreement, and with respect to any subsequent period of less than three-months that occurs immediately prior to the termination of this Agreement (each a **"Reporting Period"**), not later than ten (10) business days following the end of each Reporting Period Provider shall, unless otherwise directed by GuildNet in writing, deliver to GuildNet a written certification, substantially in the form attached hereto as Schedule 1; and

(iii) Provider shall immediately notify GuildNet in the event of any failure or likely failure to comply with the representations, warranties, covenants and/or agreements set forth in this Section 9.14(f), but in any event within three (3) business days. Without in any manner limiting GuildNet's rights or remedies in the event of Provider's noncompliance with this Section 9.14(f), Provider acknowledges and agrees that no payments shall be due from GuildNet for services furnished by Provider in the absence of the required certifications and information due to GuildNet hereunder, and GuildNet shall be entitled to retroactively recoup any and all payments made by GuildNet to Provider with respect to any such services; and

(iv) Provide shall retain copies of the certifications and other information maintained and exchanged pursuant to this Section 9.14(f), for a period of not less than ten (10) years from the end of the applicable calendar year, and shall make such records available to GuildNet and the New York State Health Department upon request.

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

GUILDNET INC.

By: 

Wanda Figueroa-Kilroy

President

SARA COMPANION SERVICES, INC.

By: 

Title

APPENDIX A
SERVICES

All applicable standards for the provision of home care service through LHCSA as set forth in Article 36 of the Public Health Law and Sections 7650767 of NYCRR, including but not limited to the obtaining Physicians Orders for services provided, developing Aide Care plan and Aide supervision.

Nursing Visits by a licensed Registered Nurse (RN) including but not limited to:

- Medication Monitoring
- Skilled Nurse Visits
- Aide Supervision

Personal Care Aide

Home Health Aide

Services include, but not limited to:

- Assistance with nutrition and diet activities including shopping and meal preparation
- Performance of household duties
- Assistance with basic personal care including bathing, dressing, bathroom/elimination and transferring/ambulating.
- Assistance with self-administration of medications.
- Other supportive activities as required by the Care Plan

Collaboration with GuildNet case management staff in the provision and monitoring of covered healthcare services as well as uncovered services provided to enrollees.

APPENDIX B
NEW YORK STATE DEPARTMENT OF HEALTH
STANDARD CLAUSES
FOR MANAGED CARE PROVIDER/IPA CONTRACTS
March 1, 2011

Notwithstanding any other provision of this agreement, contract, or amendment (hereinafter "the Agreement" or "this Agreement") the parties 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, or between an IPA and an IPA, such clauses must be included in IPA contracts with providers, and providers must agree to such clauses.

I 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, or which do provide or offer, a comprehensive health services plan.

"Independent Practice Association" or "IPA" shall mean an entity formed for the limited purpose of arranging by contract for the delivery or provision of health services by individuals, entities and facilities licensed or certified to practice medicine and other health professions, and, as appropriate, ancillary medical services and equipment, by which arrangements such health care providers and suppliers will provide their services 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 and if implemented prior to such approval, the parties agree to incorporate into this Agreement any and all modifications required by the Department of Health for approval or, alternatively, to terminate this Agreement if so directed by the Department of Health, 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 the Department of Health, and any such amendment shall be submitted for approval at least thirty (30) days, or ninety (90) days if the amendment adds or materially changes a risk sharing arrangement that is subject to Department of Health review, in advance of anticipated execution. 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 or New York City, as may be required by the Medicaid managed care contract between the MCO and DOH (or New York City) and/or the Family Health Plus contract between the MCO and DOH.

3. Assignment of an agreement between an MCO and (1) an IPA, (2) institutional network provider, or (3) 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 and (1) an institutional provider or (2) 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 or between an IPA and an IPA, the IPA agrees and shall require the IPA'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, or DOH or SID guidelines or policies and (b) has provided to the Provider at least thirty (30) 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, or between an IPA and an IPA, the IPA 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 for 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 which 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'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 and Chapter 237 of the Laws of 2009 with all amendments thereto.

9. To the extent the MCO enrolls individuals covered by the Medical Assistance and/or Family Health Plus programs, this Agreement incorporates the pertinent MCO obligations under the Medicaid managed care contract between the MCO and DOH (or New York City) and/or the Family Health Plus contract between the MCO and DOH as if set forth fully herein, including:

   a. the MCO will monitor the performance of the Provider or IPA under the Agreement, and will terminate the Agreement and/or impose other sanctions, if the Provider's or IPA's performance does not satisfy standards set forth in the Medicaid managed care and/or Family Health Plus contracts;

   b. the Provider or IPA 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 (or between the MCO and New York City) and/or the Family Health Plus 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's performance; and

   c. The Provider or IPA agrees to be bound by the confidentiality requirements set forth in the Medicaid managed care contract between the MCO and DOH (or between the MCO and New York City) and/or the Family Health Plus contract between the MCO and DOH.

   d. The MCO and the Provider or IPA agree that a woman's enrollment in the MCO's Medicaid managed care or Family Health Plus product is sufficient to provide services to her newborn, unless the newborn is excluded from 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 that are inconsistent with the Medicaid managed care and/or Family Health Plus contracts, 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 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 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 for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal 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 agrees to complete and submit the "Certification Regarding Lobbying," Appendix E 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 shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

i. The Provider agrees to monitor its employees and staff against the List of Excluded Individuals and Entities (LEIE) and excluded individuals posted by the OMIG on its Website.

j. The Provider agrees to disclose to MCO complete ownership, control, and relationship information.

k. Provider agrees to obtain for 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 SDOH, OMIG or DHHS. The information requested shall be provided to MCO within 35 days of such request.

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 or between an IPA and an IPA, the IPA 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.

C. PAYMENT / RISK ARRANGEMENTS

1. Enrollee Non-liability. Provider agrees that in no event, including, but not limited to, nonpayment by the MCO or IPA, insolvency of the MCO or 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 a subscriber, an enrollee or person (other than the MCO or IPA) acting on his/her/their behalf, for services provided pursuant to the subscriber contract or Medicaid Managed Care contract or Family Health Plus 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, he/she/it will not bill the New York State Department of Health 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 the New York State Department of Health. In the case of Family Health Plus, Provider agrees that, during the time an enrollee is enrolled in the MCO, he/she/it will not bill the New York State Department of Health for Covered Services within the Family Health Plus Benefit Package, as set forth in the Agreement between the MCO and the New York State Department of Health. 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 or Family 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 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, 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 a claim for home health care services following an inpatient hospital stay 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 before a member's inpatient hospital discharge, consistent with Public Health Law § 4903.

D. RECORDS 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 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 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 if applicable) expressly acknowledges that he/she/it 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 or Family Health Plus 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 ten (10) years after the date of service, and in the case of a minor, for three (3) years after majority or ten (10) 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 service is rendered or at the earliest opportunity, for disclosure of medical records to the MCO, to an IPA or to third parties. If the Agreement is between an MCO and an IPA, or between an IPA and an IPA, the IPA agrees to require the providers

with which it contracts to agree as provided above. If the Agreement is between an IPA 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, 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 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 DOH's satisfaction 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, and the Agreement does not provide for automatic assignment of the IPA's Provider contracts to the MCO upon termination of the MCO/IPA contract, in the event either party gives notice of termination of the Agreement, the parties agree, and the IPA's providers agree, that the IPA 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 first occurs. 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 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, Medicaid Managed Care contract, or Family Health Plus 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 and the IPA's contracted providers if this Agreement is between the MCO and an IPA**. 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 and/or Family Health Plus, the MCO or IPA 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 agrees to require all participating providers of its network to assist in the orderly transfer of enrollees to another provider.

F. ARBITRATION

1. 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-SPECIFIC PROVISIONS

1. Any reference to IPA quality assurance (QA) activities within this Agreement is limited to the IPA's analysis of utilization patterns and quality of care on its own behalf and as a service to its contract providers.

APPENDIX C
COMPENSATION

SARA Companion Services, Inc.
Effective: May 1, 2014

	NYC	
HHA/PCA	$ 18.00	Per Hour
HHA/PCA Shared	$ 19.00	Per Hour
HHA/PCA Live In	$230.00	Per Day
HHA/PCA Shared Live In	$245.00	Per Day
RN Visit	$ 90.00	Per Hour
Initial RN Assessment Visit*	$100.00	Initial Visit

*New referrals only

All Rates Include Developing Aide Care Plan, obtaining MD Orders, and Aide Supervision

APPENDIX D
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this *"Agreement"*), effective as of May 1, 2014 (the "Effective Date") is by and between GuildNet Inc. ("Plan"), and SARA Companion Services, Inc. (*"Business Associate"*).

RECITALS:

WHEREAS, Business Associate has entered into a Health Care Services Agreement with Plan, dated as of May 1, 2014 for the purposes of performing certain services for Plan (the terms and conditions of such agreement between the parties hereinafter referred to as the *"Services Agreement"*);

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the "*Act""*) and the "Health Information Technology for Economic and Clinical Health Act," part of the "American Recovery and Reinvestment Act of 2009" ("*HITECH Act"*), the Department of Health and Human Services ("*HHS*") has promulgated regulations at 45 C.F.R. Parts 160-64, including regulations implementing certain privacy requirements (the *"Privacy Rule"*), certain security requirements regarding electronic media ("*Security Rule"*) and certain breach notification requirements (*"Breach Notification Rule"*), each as amended from time to time (the Act, HITECH Act, the Privacy Rule, the Security Rule and the Breach Notification Rule referred to collectively herein as "*HIPAA*");

WHEREAS, Business Associate will have access to, create, modify, destroy, receive, maintain, retain, record, store, transmit, hold and otherwise use and disclose Protected Health Information (as defined below) in conjunction with the services being provided under the Services Agreement, thus necessitating a written agreement that meets applicable requirements of the Privacy Rule and the Security Rule, and making advisable certain additional agreements regarding HIPAA, including, without limitation, regarding applicable requirements of the Breach Notification Rule; and

WHEREAS, Business Associate and Plan desire to satisfy the foregoing Privacy Rule and Security Rule requirements through this Agreement, and otherwise to address related matters regarding HIPAA on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements and undertakings of the parties, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I **Definitions**:

The following terms shall have the following meaning when used in this Agreement:

A *"Breach"* shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

B *"Designated Record Set"* shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

C *"Electronic Protected Health Information"* shall mean Protected Health Information that is "electronic protected health information" as defined in 45 C.F.R. § 160.103.

D *"Individual"* shall have the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

E *"Protected Health Information"* shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, except limited to the information received from Plan, or created, maintained or received on behalf of Plan.

F *"Unsecured Protected Health Information"* shall mean Protected Health Information that is "unsecured protected health information" as defined in 45 C.F.R. § 164.402.

G *"Required By Law"* shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

H *"Secretary"* shall mean the Secretary of HHS or the designee of the Secretary of HHS.

I *"Subcontractor"* shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103, except limited to any such individual or entity who creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

Any capitalized term not specifically defined herein shall have the same meaning as is set forth in 45 C.F.R. Parts 160 and 164, where applicable. The terms "use," "disclose" and "discovery," or derivations thereof, although not capitalized, shall also have the same meanings set forth in HIPAA and its implementing regulations.

II **Obligations and Activities of Business Associate**:

A Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

B Business Associate agrees use appropriate safeguards and comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to Electronic

Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

C Business Associate agrees to report to the Plan in writing within three (3) business days of becoming aware of any use or disclosure of Protected Health Information not provided for by this Agreement, including, without limitation, Breaches of Unsecured Protected Health Information as required at 45 C.F.R. 164.410, and any Security Incident of which it becomes aware. With respect to Breaches of Unsecured Protected Health Information:

(i) Business Associate shall immediately, and in no event more than three (3) business days after discovery, notify the Plan of a Breach of Unsecured Protected Health Information, and such notification shall include, to the extent possible and to the extent information is available to Business Associate, all of the elements specified in 45 C.F.R. § 164.404(c). In the event that such elements and details are not immediately known, Business Associate shall follow up with the Plan as soon as possible, providing information as it becomes available, without unreasonable delay.

(ii) Upon request of Plan, Business Associate shall directly provide the notification to Individuals affected by any Breach, in the manner and within the time period specified for the Plan in 45 C.F.R. § 164.404. Prior to issuing any such notice, Business Associate shall provide the Plan with a copy of the template notification letter(s) to be sent to Individuals and provide the Plan with reasonable opportunity to revise the text of such letter(s) before distribution to affected Individuals.

(iii) Business Associate shall cooperate and coordinate with the Plan in the Plan's notification to the Secretary and the media to the extent required of the Plan pursuant to 45 C.F.R. § 164.406 and C.F.R. § 164.408(b).

(iv) Notwithstanding any other provision of this Agreement or the Services Agreement, Business Associate shall be responsible for all costs involved in fulfilling the notification requirements specified in this Section 2(c) and/or applicable to Business Associate and to Plan pursuant to 45 C.F.R. Part 164, subpart D if resulting from a Breach by Business Associate or its Subcontractors, whether such costs are incurred initially by Business Associate, its Subcontractors or by Plan.

D In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate under this Agreement with respect to such Protected Health Information.

E Business Associate agrees to provide, within fifteen (15) days of receiving a request from Plan or from an Individual, in the manner reasonably requested by Plan, access to Protected Health Information in a Designated Record Set, to Plan or, as directed by Plan, to an Individual, in order for the Plan to fulfill its obligations under 45 C.F.R. § 164.524 to provide access and copies of Protected Health Information to an Individual. Business Associate will notify Plan within three (3) business days of any request for such access to Protected Health Information that Business Associate receives directly from an Individual.

F Business Associate agrees to make available to Plan, within fifteen (15) days of receiving a request from Plan or from an Individual, in the manner reasonably requested by the Plan, such information as the Plan may require to fulfill in a timely manner the Plan's obligations pursuant to 45 C.F.R. § 164.526 to amend Protected Health Information that Business Associate maintains in a Designated Record Set, and if so notified by Plan, to incorporate any amendments to which the Plan has agreed. Business Associate will notify Plan within three (3) business days of any request for such amendment to Protected Health Information that Business Associate receives directly from an Individual.

G Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide to Plan, or as directed by Plan to an Individual, within fifteen (15) days of receiving a request from Plan or from an Individual, in the manner reasonably requested by Plan, such information to permit the Plan to respond in a timely manner to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate will notify Plan within three (3) business days of any request for such accounting regarding Protected Health Information that Business Associate receives directly from an Individual.

H To the extent that Business Associate is to carry out one or more of Plan's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Plan in the performance of such obligations

I Business Associate agrees to make its internal practices, books, and records available: (i) to the Secretary for purposes of determining compliance with HIPAA, and (ii) to the Plan, for purposes of determining the Plan's compliance with this Agreement. Business Associate will notify Plan within three (3) business days of receiving any such request from the Secretary.

III **Permitted Uses and Disclosures by Business Associate**:

A Business Associate may only use or disclose Protected Health Information as necessary to perform the Services Agreement. In addition, Business Associate is authorized to use Protected Health Information to de-identify the Protected Health Information in accordance with 45 C.F.R. 164.514(a)-(c).

B Business Associate may use or disclose Protected Health Information as Required By Law.

C Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Plan's minimum necessary policies and procedures.

D Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Plan, except for the specific uses and disclosures set forth in subsections (e), (f) and (g), below.

E Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

F Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notified Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

G Business Associate may provide Data Aggregation services relating to the Health Care Operations of Plan.

IV **Electronic Data Interchange**:

Business Associate agrees, in connection with all services that it provides on behalf of the Plan, to satisfy all applicable provisions of the HIPAA standards for electronic transactions and code sets, also known as the "Electronic Data Interchange (*"EDI"*) Standards," at 45 C.F.R. Part 162. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions, as such term is defined at 45 C.F.R. §162.103, on its behalf will comply with the EDI Standards in connection with all services provided on behalf of the Plan.

V **Term and Termination**:

A Term. The Term of this Agreement shall commence as of the Effective Date and shall terminate upon the termination of the Services Agreement or on the date Plan terminates this Agreement for cause as authorized in subsection (b) of this Section 5, whichever is sooner.

B Termination for Cause. Business Associate authorizes termination of this Agreement by Plan if Plan determines Business Associate has violated a material term of this Agreement and Business Associate has not cured the breach or ended the violation with the time specified by Plan.

C Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate shall and shall assure that its Subcontractors who have Protected Health Information shall:

(i) Retain only that Protected Health Information which is necessary for Business Associate and any such Subcontractor to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Plan or Plan's designee (to the extent permitted by HIPAA), or, if agreed to by Plan, destroy (and certify in writing to the Plan that it has destroyed) the remaining Protected Health Information that the Business Associate and any such Subcontractor still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate and any such Subcontractor retains Protected Health Information;

(iv) Not use or disclose Protected Health Information retained by Business Associate and any Subcontractor other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3 (e) and (f), above, which applied prior to termination; and

(v) Return to Plan, or, if agreed to by Plan, destroy (and certify in writing to the Plan that it has destroyed) Protected Health Information retained by Business Associate and any such Subcontractor when it is no longer needed by Business Associate and any such Subcontractor for its proper management and administration or to carry out its legal responsibilities.

D Survival. The obligations of Business Associate under this Section 5 shall survive the termination of this Agreement.

VI **Miscellaneous**:

A Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, or to another provision of HIPAA means the provision as in effect or as amended.

B Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of the HIPAA and any other applicable law.

C Interpretation. Any ambiguity in this Agreement shall be resolved to permit compliance with HIPAA.

D Independent Contractors. The parties intend to act and perform as independent contractors, and the provisions hereof are not intended to create any partnership, joint venture, agency or employment relationship between the parties. Without in any manner limiting the obligations of Business Associate under this Agreement and the Services Agreement, the parties acknowledge and agree that Business Associate shall maintain full control and discretion over its performance hereunder and under the Services Agreement, and Plan shall not be entitled to control or direct Business Associate's conduct in the course of performing the Agreement and the Services Agreement.

E Indemnification. Notwithstanding any provision or limitation of the Services Agreement or any other agreement between the parties, Business Associate agrees, during and after the term of this Agreement, to indemnify and hold harmless Plan, and its respective officers, directors, employees, agents, and affiliates, from and against any and all claims, losses, liabilities, penalties, fines, costs, damages, causes of action, and expenses, including, without limitation, reasonable attorneys' fees and costs, caused or asserted to have been caused, directly or indirectly, by or as a result of the acts or omissions of Business Associate, any Subcontractor, or any director, officer, employee or agent of Business Associate or any Subcontractor, arising out of, or in connection with, or otherwise relating to, the performance of this Agreement.

F Governing Law. The construction, interpretation and performance of this Agreement and all transactions under this Agreement shall be governed and enforced pursuant to the laws of the State of New York, except as such laws are preempted by any provision of federal law, including by ERISA or HIPAA. Any action or proceeding arising out of or relating to this Agreement shall be brought and tried exclusively in the state and federal courts located in the State of New York, New York County, and in no other court or venue. The parties hereby waive any claim or defense that any forum set forth in this subsection (f) is not convenient or proper, and expressly agree to the venue and jurisdiction of the courts set forth in this subsection (f).

G No Third Party Beneficiary. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

H Controlling Provisions. In the event that it is impossible to comply with both the Services Agreement and this Agreement, the provisions of this Agreement shall control with respect to those provisions of each agreement that expressly conflict. This Agreement shall supersede and replace any prior business associate agreements between the parties, with respect to any actions of Business Associate after the Effective Date.

I Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives.

J Severability. In the event any provision of this Agreement is rendered invalid or unenforceable under any new or existing law or regulation, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect if it reasonably can be given effect.

K Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

L Notices. Any notice, consent, request or other communication required or permitted under this Agreement shall be in writing and delivered personally by hand delivery or overnight delivery by a nationally recognized service. Notice that is sent by overnight courier shall be deemed given one (1) business day after it is dispatched, provided that receipt is acknowledged. All notices shall be addressed as follows:

If to the Plan: GuildNet Inc.
15 West 65th Street
New York, NY 10023

Attention: Wanda Figueroa-Kilroy, President

If to Business Associate: SARA Companion Services, Inc.
201-09 East Merrick Road
Valley Stream, New York 11580-5952

Attention: Irwin J. White, SR, CEO
patriciaj@saracompanions.com

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

GUILDNET INC.

By: Wanda Figueroa-Kilroy
figueroakilroyw@guildhealth.org

Name: Wanda Figueroa-Kilroy
Title: President

Date: 04/29/2014

SARA COMPANION SERVICES, INC.

By: Irwin J. White, SR, CEO
patriciaj@saracompanions.com

Title: CEO

Date: 04/25/2014

APPENDIX E
CERTIFICATION REGARDING LOBBYING

In compliance with Paragraph 9.14(d) of the Agreement between the Provider designated below and GuildNet Inc., Provider hereby certifies, to the best of Provider's knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Provider shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certificate shall be subject to a civil penalty of not less than $10,000, and not more than $100,000 for each such failure.

SARA COMPANION SERVICES, INC.

By: Irwin J. White, SR, CEO
patriciaj@saracompanions.com

Signature of Authorized Representative

Date: **04/25/2014**