

## INDIVIDUAL/GROUP PARTICIPATION AGREEMENT

This Individual/Group Participation Agreement ("Agreement") is made and entered into by and between [\_\_\_\_], a professional corporation organized under the laws of the state of New York (both individual or group collectively referred to as "Group" herein) and Oscar Insurance Corporation and its Affiliates as defined herein (collectively, "Oscar").

**WHEREAS**, Group is either one or more physicians appropriately licensed and credentialed to provide care in the State or employs and/or contracts with a group of physicians appropriately licensed and credentialed to provide care in the State (collectively, each a "Professional"); and

**WHEREAS**, all Professionals providing services under the same tax identification number wish to participate in this Agreement (no splitting of the Group between those participating with Oscar and those not participating with Oscar); and

**WHEREAS**, Oscar is a health insurer organized pursuant to the laws of the State of New York that wishes to contract with Group to provide or arrange for the provision of certain Covered Services to Covered Persons (as hereinafter defined); and

**WHEREAS**, Group desires to provide or arrange for provision of the Covered Services specified in this Agreement to Covered Persons for the consideration, and under the terms and conditions, set forth in this Agreement.

**WHEREAS**, Oscar has entered into or will enter into contracts with individuals, employer groups and other group purchasers under which Oscar has agreed to provide or arrange healthcare services and benefits to Covered Persons.

**NOW, THEREFORE**, in consideration of the foregoing and incorporating above recitals and for other good and valuable consideration, the undersigned parties hereto agree the definitions, mutual covenants and promises contained herein as follows:

**Oscar:**

OSCAR INSURANCE CORPORATION

**Group:**

[\_\_\_\_\_]

Signature: \_\_\_\_\_

Print Name: Brian West

Title: Chief Financial Officer

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TIN: \_\_\_\_\_

## ARTICLE 1

### DEFINITIONS

As used in this Agreement and each of its Attachments, each of the following terms (and the plural thereof, when appropriate) will have the meaning set forth herein, except where the context makes it clear that such meaning is not intended. All references to Group in this Agreement will be deemed to include both Group and each Professional.

1.1 Affiliate means an entity controlled by, controlling, or under common control with another entity including, but not limited to, through ownership of stock, joint venture, or membership interest. For purposes of this definition, “control” of an entity means direct or indirect ownership of a majority of the entity, controlling membership in the entity, and/or the ability to appoint a majority of the members of the board of directors of the entity.

1.2 Attachment(s) means the attachments to this Agreement, incorporated herein by reference, including all Exhibits and Schedules.

1.3 Billed Charges means the fee Group charges for services provided to Covered Persons by Group as set forth in the Group’s list of charges, which fees do not vary based on payor or source of payment. The fees charged to Oscar members by Group will not exceed the fee charged to patients not covered under an Oscar Coverage Plan.

1.4 Clean Claim means a claim for payment for Medically Necessary Covered Services rendered by Group that has no defect or impropriety, lack of any required substantiating documentation – including the substantiating documentation needed to meet the requirements for encounter data – or particular circumstances requiring special treatment that prevents timely payment from being made on the claim and that otherwise contains all data or documentation necessary for Oscar to process the claim, as specified in applicable Law and the Provider Manual.

1.5 Copayment means an amount (whether expressed as either a percentage of cost or as a specific dollar amount) that a Covered Person is obligated to pay directly to a provider for a specific service in accordance with the Oscar Coverage Plan under which he or she is covered. For purposes of this agreement, Copayments will include, but not be limited to, those payments commonly referred to as “coinsurance,” “copayments,” and/or “deductibles.”

1.6 Covered Services means those Medically Necessary health care services covered under the terms of a Covered Person’s Oscar’s Coverage Plan and subject to the limitations and exclusions of such Oscar Coverage Plan.

1.7 Covered Person means a person eligible to receive benefits under the terms of an Oscar Coverage Plan.

1.8 Emergency Care means health care services provided in a hospital emergency facility, freestanding emergency medical care facility, or comparable emergency facility to evaluate and stabilize a medical condition of a recent onset and severity, including severe pain, Oscar Agreement NYSPMA

that would lead a prudent layperson possessing an average knowledge of medicine and health to believe that the person's condition, sickness, or injury is of such a nature that failure to get immediate medical care could result in: (1) placing the patient's health in serious jeopardy; (2) serious impairment to bodily functions; (3) serious dysfunction of a bodily organ or part; (4) serious disfigurement; or (5) in the case of a pregnant woman, serious jeopardy to the health of the fetus.

1.9 Law means any applicable constitution, statute, code, ordinance, regulation, treaty, rule, court order or mandate, common law, policy, binding interpretation or guidance document enacted, published or promulgated by any federal, state or local governmental authority which has jurisdiction over the subject matter of this Agreement or the parties' performance of their duties hereunder.

1.10 Medically Necessary means, unless otherwise defined in the Covered Person's Oscar Coverage Plan, any health care services determined by Oscar's Medical Director or his/her designee to be required to preserve and maintain a Covered Person's health, provided in the most appropriate setting and in a manner consistent with the most appropriate type, level, and length of service, which can be effectively and safely provided to the Covered Person, as determined by acceptable standards of medical practice and not solely for the convenience of the Covered Person, his/her physician, Group or other health care Group. A determination that a service is Medically Necessary does not mean that a particular service is a Covered Service if the service is otherwise excluded under the Covered Person's Oscar Coverage Plan.

1.11 Oscar Coverage Plan means the agreement, certificate of coverage, policy forms or other documents, together with any riders, that describes the Covered Services that Oscar has agreed to provide to Covered Persons, as may be amended, modified, replaced, or supplemented from time to time by Oscar.

1.12 Participating Provider means any physician, hospital, ambulatory surgery center, skilled nursing facility, home health agency, or other health care provider which has contracted with, or on whose behalf a contract has been entered into with, Oscar to provide Covered Services under an Oscar Coverage Plan.

1.13 Payment Policies means the guidelines, policies, and procedures established outside of this Agreement by Oscar that are used to calculate the payment of claims for to Group. Such policies may be amended from time to time. The Payment Policies are incorporated in the Provider Manual.

1.14 Protocols are Oscar's administrative procedures to be followed by Group during the course of this Agreement (or thereafter if otherwise required). Such Protocols may include but are not limited to utilization management, concurrent review, quality initiatives and credentialing and may be amended by Oscar from time to time in accordance with the terms of this Agreement.

1.15 Provider Manual means the Oscar manual of rules, regulations, policies, procedures, requirements, utilization review plan, quality management and programs for Participating Providers, as well as all amendments, supplements, Oscar communications, or

bulletins thereto, as the same may be revised or replaced from time to time. The Provider Manual includes and incorporates all Payment Policies and Protocols.

1.16 Professional means a licensed health care professional who is either appropriately licensed and credentialed to provide health care services to patients of Group or who is employed by or under contract with Group to provide health care services to patients of Group.

1.17 State is defined as the state of New York.

## **ARTICLE 2**

### **OSCAR OBLIGATIONS**

Oscar agrees to perform all activities and responsibilities required to operate as a health insurer in the State. These activities and responsibilities include but are not limited to the following:

2.1 Claims Payment: Oscar agrees to pay Group for Medically Necessary Covered Services rendered to Covered Persons in accordance with applicable Law, the terms of the Provider Manual, and the terms of this Agreement.

2.2 Member Identification: Oscar will issue all Covered Persons an identification card stating the name of the Covered Person, a valid identification number and any other information required by Law.

2.3 Eligibility and Benefit Determinations: Oscar will communicate to Covered Persons information regarding final benefit determinations, eligibility, bills and other matters relating to their status as Covered Persons enrolled in an Oscar Coverage Plan. Oscar will maintain a telephone and/or electronic system that enables Participating Providers to confirm Covered Person eligibility and coverage and obtain authorization for services.

2.4 Medical Management: In an effort to promote quality outcomes for Covered Persons, Oscar will perform (or have another vendor perform on Oscar's behalf) medical management services consistent with the Provider Manual established by Oscar. These services may include but are not limited to utilization management, case management, on-site reviews and process improvement initiatives.

2.5 Insurance: Oscar, at its sole cost and expense, will procure and maintain such policies of general liability and other insurance as may be required by Law.

2.6 Administration: Oscar agrees to coordinate with Group to perform the appropriate administrative, regulatory, and other functions necessary for the administration of this Agreement and Oscar's obligations to Covered Persons pursuant to applicable Law.

2.7 Provider Directory: Group agrees that Oscar may, in its discretion, use Group's name, address and telephone number as well as the names, addresses and telephone numbers and specialties of Professionals, if different than Group, in Oscar's marketing and informational

materials including, without limitation, Oscar's inclusion of Professionals in the Participating Provider directory.

### ARTICLE 3

#### **GROUP'S OBLIGATIONS**

3.1 Covered Services. Group will render those Medically Necessary Covered Services as outlined in the applicable Oscar Coverage Plan to Covered Persons in accordance with all generally accepted clinical, legal and ethical standards governing Group, in a manner consistent with Group's license, qualifications, training and experience and within the standards of practice for quality care generally recognized within the medical community in which Group practices and in accordance with the terms of the Provider Manual. Group agrees that it will render Covered Services to Covered Persons in the same manner that Group would provide for any other patient.

3.2 Patient Accessibility. Group ensures that Covered Services will be available to Covered Persons during normal business hours, unless Group is hospital based then it should be available twenty-four (24) hours a day, seven (7) days a week, or as the nature of the Covered Person's medical condition requires. Group shall ensure that a qualified Participating Provider provides coverage for Professionals whenever Professionals are not available and that a Professional is available to Covered Persons by telephone twenty-four (24) hours a day, seven (7) days a week.

3.3 Compliance with the Provider Manual. Group agrees to comply with the Provider Manual, and all Protocols and Payment Policies set forth therein, as modified from time to time by Oscar. Oscar may deny a claim submitted by the Group for failure to comply with the Provider Manual. Copies of the Provider Manual will be made available to the Group upon request. Oscar may amend the Provider Manual from time to time and will use reasonable efforts to notify Group of such changes, which notice may be provided in a newsletter, electronic mailing, posted on Oscar's website, or as may otherwise be chosen by Oscar.

3.4 Determination of Covered Person Eligibility. Group will determine whether a person seeking Covered Services is a Covered Person in accordance with the procedures specified in the Provider Manual. If Oscar determines that such person was not eligible for coverage at the time the services were rendered, such services will not be eligible for payment under this Agreement, and Group may bill the patient or other party directly. In the event that Oscar issues payment for such services, Oscar may recover as an overpayment pursuant to Section 4.5.

3.5 Authorization. Except for Emergency Care, the Group will seek prior authorization prior to providing Covered Services to Covered Persons to the extent required by, and in accordance with, the terms of the Provider Manual. Failure to seek authorization may result in non-payment of claims by Oscar.

3.6 Technology. Group will use best efforts to conduct business and communicate electronically as set forth in the Provider Manual. Group understands and acknowledges that Oscar provides cost transparency tools and quality information to Members. Group further understands

and acknowledges that Oscar may develop innovative provider products from time to time and agrees to collaborate with Oscar to participate and utilize such products as they become available.

3.7 Emergency Care. Group will meet all legal obligations with respect to the provision of emergency care, and, to the extent applicable, use best efforts to obtain prior verification of eligibility prior to rendering Covered Services to the extent required by the Provider Manual. Group will notify Oscar within 24 hours or by the next business day of rendering or learning of the rendering of Emergency Care to a Covered Person.

3.8 Credentialing. Group agrees that each Professional is, and will remain throughout the term of this Agreement, credentialed by Oscar. Group will comply with Oscar's credentialing and recredentialing policies and provide any information reasonably required by Oscar for purposes of credentialing and recredentialing. If Group adds a new Professional (the "New Professional") to the Agreement after the Effective Date of the Agreement, such New Professional must be credentialed by Oscar prior to providing services to Covered Members in accordance with the terms of this Agreement. In the event that a Group Professional ceases to meet any of the credentialing requirements, that specific Professional will be excluded from participation with Oscar until such time that Oscar is satisfied that the Professional is fully credentialed and Oscar will not be required to make any payment for services provided hereunder during the time that a Professional was not credentialed. When required under State Law, Group will be advised of the reason(s) for termination of a Professional and his or her rights to a hearing as set forth in Oscar's credentialing policies Provider Manual.

3.9 Referrals. Unless otherwise prohibited by Law, Group agrees to make appropriate referrals or admissions of Covered Persons for Medically Necessary Covered Services to Participating Providers, except where an Emergency Care or other medical considerations require otherwise. All referrals will be made in accordance with the provisions of this Agreement, inclusive of the provisions of the Provider Manual.

3.10 Non-Discrimination. Group will not discriminate in the rendering of Covered Services under this Agreement on the basis of a Covered Person's race, color, national origin, sex, sexual orientation, age, religion, place of residence, health status, handicap, type of Oscar Coverage Plan, or source of payment, and agrees to observe, protect and promote the rights of Covered Persons as patients as is done for all Group's patients.

3.11 Group Responsibilities. Oscar will not be liable for, nor will it interfere with the way in which Group provides or arranges for Covered Services under this Agreement. Group understands that Oscar's determinations (if any) to deny payments for services which Oscar determines are not Covered Services or which were not provided in accordance with the requirements of this Agreement, the Attachments or the Participating Health Care Provider Manual, are administrative decisions only. Notwithstanding any provision in this Agreement, any Attachment or the Provider Manual to the contrary, such administrative decisions by Oscar in no way limits, restricts or absolves Group of its responsibility to exercise independent judgment in the provision of care and treatment to Covered Persons.

3.12 Quality Improvement. Group will participate in and cooperate with Oscar's quality improvement/peer review programs relating to utilization and quality of care rendered to Covered Persons under this Agreement.

3.13 Utilization Management Program. Group will cooperate with, participate in, and abide by the decisions of any utilization review programs established by Oscar or the State. Group acknowledges and agrees that its failure to comply with this section may result in denial of payment.

3.14 Grievance and Appeal Procedures. Oscar will maintain a grievance and appeal procedure in accordance with applicable Law. Group will cooperate with Oscar's grievance and appeal procedures and agrees that all communications and documents relating to benefit determinations, complaints, grievances, appeals and related records will be referred to Oscar in accordance with procedures set forth in the Provider Manual. Any determination made through the grievance and appeal procedures will be final and binding.

3.15 Cooperation with Oscar's Carve-Out Vendors. Group acknowledges that Oscar may, during the term of this Agreement, carve-out certain Covered Services from its Participating Provider contracts, including this Agreement, as Oscar deems reasonable and appropriate, in its discretion. Group will cooperate with any and all third-party vendors that have contracted with Oscar or an Affiliate of Oscar to provide services for Oscar Coverage Plans on a carve-out basis, including but not limited to laboratory services, transplant services and behavioral health services.

3.16 Group Listings. Group may include Oscar's name in listings of insurers Group participates in, and Oscar may use information about Group in information or publications identifying Participating Providers or as required by applicable Law. Group will provide comparable treatment to Oscar as provided to any other payor with respect to marketing or the display of cards, plaques or other logos, including any online or other electronic or digital presentations, inclusive of the use of social media, provided by Oscar to identify participation to Covered Persons.

3.17 Covered Person Communication. Group will not directly or indirectly engage in conduct by an officer, agent, employee, contractor or affiliate of Group or its respective assignees or successors during the term of this Agreement, which may be reasonably interpreted as designed to persuade Covered Persons to disenroll from any Oscar Coverage Plan that is governed by this Agreement or discontinue their relationship with such Oscar.

This section shall not prohibit Group from sending announcements or mailings or other communications to Covered Persons or others, including communications concerning network status, termination of the Agreement, or the health status, medical care, or treatment options (including any alternative treatments that may be self-administered), including the provision of sufficient information to a Covered Person to provide an opportunity to decide among all relevant treatment options or communications regarding plans, benefits, payers and/or managed services organizations with which Group participates or health services offered by Group.

3.18 Medical Records/Advance Directives. Group will maintain complete and accurate medical records relating to the Covered Services rendered under this Agreement and will include

in that record all documentation required by applicable Law and the Provider Manual. Such records will include whether Covered Person has executed an advance directive and agrees to all applicable Laws regarding advance directives. Group will include a Covered Person's medical records in all communications with Participating Providers or as otherwise required by applicable Law.

Upon (7) calendar days of Oscar's request, Group will provide to Oscar or its designee, copies of records or access to electronic records for purposes of case management, utilization review, health care analytics, resolving member grievances and appeals, claims processing, peer review and other activities reasonably necessary for the proper administration of the applicable program. Group agrees to provide such records to Oscar free of charge.

3.19 On-Site Inspection. Group will cooperate in on-site inspections of its facilities by Oscar, authorized government officials, and accreditation bodies. In preparation for any such on-site inspection, Group will compile within seven (7) calendar days, or sooner if required by a regulatory entity, any and all documents, data, and other information as may be requested by Oscar or government officials and Group will make available sufficient work space for Oscar or any authorized government official and accreditation body as well as access to all reasonably necessary personnel during an on-site inspection.

3.20 Financial Records. Group will maintain financial and accounting records on all financial matters required for the proper administration of this Agreement in accordance with generally accepted accounting practices. Such records will be maintained at least for a period as is required by applicable Laws, but in no event less than the later of seven (7) years from the date the service was rendered or termination of this Agreement.

3.21 Compliance With Laws. In performing this Agreement, Group will comply with all applicable Laws and any requirements of an applicable government agency. Group will (a) cooperate with Oscar with respect to Oscar's compliance with Laws, government agency requirements, and the requirements of accrediting bodies and (b) not knowingly take any action contrary to Oscar's obligations under Laws, government agency requirements, or the requirements of accrediting bodies.

3.22 Professional Insurance.

(a) Group will, at Group's sole cost and expense, at all times during and after the term of this Agreement, provide and maintain such policies of general liability and professional liability insurance and other insurance, through a licensed carrier or self-insurance, as will be necessary to insure it and its employees, or any other person providing services hereunder on Group's behalf, including, but not limited to each Professional, against any claim(s) for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any Covered Service provided hereunder, the use of any property and facilities provided by Group, and activities performed by Group in connection with this Agreement. In the event that Group provides this coverage through self-insurance, such self-insurance will be supported by a written self-insurance plan and trust documents, funded in accordance with prudent actuarial projections and holding appropriate levels of net excess coverage. All Group insurance will conform to State regulatory requirements and be in an amount that is satisfactory to Oscar and



that meets Oscar credentialing requirements. All Group insurance will contain a clause requiring thirty (30) days' notice of cancellation or lapse in coverage and Group will provide Oscar with at least fifteen (15) days' notice of such cancellation or lapse in coverage. Upon Oscar's request, Group will furnish Oscar with a certificate, or evidence, of such insurance.

(b) Additional Coverage Provided By Group. Group further warrants that all Professionals or any other person or entity who provides services under this Agreement, or any Attachment or amendment hereto, will maintain such policies of general liability, malpractice, and any other insurance as will be necessary to insure themselves and their employees against any claims or suits for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any services by or on behalf of said persons or Group, or on or about the premises on which services are provided hereunder, and employer's liability and workers' compensation as required by Law. Such policies will be in amounts deemed reasonable by Group, but will in no event be less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate or such other amount as is satisfactory to Oscar and that meets Oscar credentialing requirements. In addition, such insurance will contain a clause requiring thirty (30) days' notice of cancellation or lapse in coverage, and Group will provide Oscar with at least fifteen (15) days' notice of such cancellation or other lapse in coverage. Upon Oscar's request, Group will provide documentation of its compliance with this Section 3.22 (i.e., certificates of insurance).

3.23 Data Sharing. Group agrees to provide Oscar with updated site of service information by updating the template in Exhibit 1 on a quarterly basis.

3.24 Group Representations. Group represents and warrants, for itself, or for each Professional, as applicable, that Group or each Professional:

- (i) is duly licensed and qualified to provide Covered Services in the State;
- (ii) provides Covered Services in compliance with all applicable Laws and professional standards of care;
- (iii) is certified to participate in Medicare under Title XVIII of the Social Security Act and has not been debarred, suspended or otherwise excluded from participation in the Medicare Program;
- (iv) holds medical staff privileges on the medical staff(s) of one or more Participating Provider hospitals where applicable;
- (v) holds a current DEA narcotic registration certificate, where applicable;
- (vi) shall maintain such licensure, compliance, certification and DEA registration, throughout the term of this Agreement, where applicable;
- (vii) shall maintain liability insurance as set forth in this Agreement, and shall ensure that Group notifies Oscar in accordance with Section 3.22 of any material adverse modification of professional liability policy;

- (viii) has not been convicted of a criminal offense related to that person's involvement in any program under Titles XVIII, XIX, XX, or XXI of the Social Security Act and has not been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded in any program under Titles XVIII, XIX, XX or XXI of the Social Security Act;
- (ix) shall maintain a professional relationship with each Covered Person for whom Professional renders Covered Services, and shall be responsible to such Covered Person for the medical care provided by such Professional; and
- (x) shall maintain all required professional credentials and meet all continuing education requirements necessary to retain Board certification or eligibility (if any) in Professional's area(s) of practice.

Group will notify Oscar promptly of any material changes to the foregoing representations.

3.25 Protection of Covered Persons. Group may not impose any limitations on the acceptance of Covered Persons for care or treatment that it does not impose on other patients of the Group. However, Group may close its panels to new Covered Persons, following the provision of sixty (60) days' notice to Oscar, if Group similarly closes its panels to non-Oscar plans and government program beneficiaries.

## **ARTICLE 4**

### **FINANCIAL CONSIDERATIONS**

4.1 Compensation. Group will accept the amounts set forth in this Agreement as payment in full for providing Covered Services to Covered Persons under this Agreement. All compensation will be less any applicable Copayments, coinsurance, deductibles or other amounts which are the Covered Person's financial responsibility under the terms of the applicable Oscar Coverage Plan. The parties agree that such compensation is not designed to directly or indirectly provide incentives to Group to deny, limit, or discontinue Medically Necessary Covered Services to any Covered Person. Group agrees that payment made to the Group hereunder will represent all amounts owed for Covered Services provided by each Professional and that no Professional may seek payment for Covered Services provided in accordance with this Agreement from Oscar directly, but that Group will be responsible for any amounts owed to Professionals.

4.2 Patient Protection. Payment provided by Oscar to Group for Covered Services rendered to Covered Persons less any amount considered to be Covered Persons financial responsibility under the terms of the applicable Oscar Coverage Plan is considered payment in full. Group agrees that in no event, including, but not limited to, nonpayment by Plan, insolvency of Plan or breach of this Agreement, will Group bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person, his or her eligible dependents or any person (other than the Oscar) acting on behalf of the Covered Person for Covered Services provided under this Agreement. This Section 4.2 will

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supersede any oral or written contract now existing or hereafter entered into between Group and a Covered Person or person acting on behalf of a Covered Person.

4.3 Claims Submission. Group will submit Clean Claims electronically. Group agrees to submit claims in compliance with the terms of the Provider Manual. Oscar will communicate any changes in their approach to claims submittal to the Group and will work with Group to ensure such changes are implemented in a mutually acceptable manner.

(i) Claims Filing Timeframe. Unless otherwise mandated by applicable State Law, Group will submit to Oscar all Clean Claims accompanied by any additional information needed to process claims for Covered Services payable under this Agreement within 120 days of rendering such Covered Services, or, in the event of coordination of benefits, within 120 days of receipt of an explanation of benefits from a primary payer. Oscar will reconsider Group's late claim if Group can demonstrate that the late claim resulted from an unusual occurrence and the provider has a pattern of timely claims submissions. Oscar may reduce the reimbursement of a claim by up to 25 percent of the amount that would have been paid had the claim been submitted in a timely manner. The right to reconsideration shall not apply to a claim submitted 365 days or more after the service. In such cases, Oscar may deny the claim in full. Group may not bill the Covered Person if a claim is denied as a result of failure to submit to Oscar on a timely basis.

(ii) Failure to Comply with Claims Submission Guidelines. Repeated failure of Group to accurately submit billing information related to the provision of Covered Services will constitute a material breach of this Agreement.

(iii) Payment of Claims. In accordance with applicable prompt pay Laws, Oscar will pay Group within 30 days of the receipt of an electronically submitted Clean Claim, and within 45 days of receipt of a Clean Claim submitted in paper format, or as otherwise required by Law.

4.4 Coordination of Benefits ("COB") and Third Party Liability ("TPL") Recoveries. Subrogation or Right of Recovery and Workers' Compensation. Group will comply with Oscar's COB and TPL recovery policies, and the subrogation or right of recovery and workers' compensation policies as set forth in the Provider Manual.

4.5 Recoupment and Offset. Except as may otherwise be prohibited by applicable Law and as provided for in Section 9.4 of this Agreement, Oscar will have the right to recoup or offset any and all amounts owed to Oscar as a result of overpayments made under this Agreement. Oscar will provide Group with prior written notice that the recoupment or offset will occur and the reason for such recoupment or offset and give the Group the opportunity to challenge the determination in accordance with applicable Law. Oscar may recoup or offset any such amounts if not paid within 30 days. Oscar will not initiate overpayment recovery efforts more than twenty-four (24) months after the original payment was made to Group, except if overpayment recovery is sought (i) based on a reasonable belief of fraud or other intentional misconduct or abusive billing, and (ii) as required by a State or federal government program.

4.6 Failure to Comply with Oscar's Protocols. Oscar may deny payment if Group fails to adhere with the terms of this Agreement as well the provisions of the Provider Manual.

## **ARTICLE 5**

### **HIPAA**

5.1 HIPAA Compliance. Each party represents and warrants to the other party that it will comply with the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") including the effective dates of regulations adopted to implement HIPAA and HiTech or other such amendments. Each of the parties represents and warrants to the other party in particular, with respect to all protected health information (as that term is defined under the Standards for Privacy of Individually Identifiable Health Information (December 28, 2000; 65 F. Reg. 82462), that it is a covered entity (and not a business associate of the other party) under the HIPAA Privacy Regulations and that it will protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the parties by implementing appropriate privacy and security policies, procedures, and practices and physical and technological safeguards and security mechanisms, all as required by, and set forth more specifically in, the HIPAA Privacy Regulations and the HIPAA Security Regulations. The parties agree that, upon the request of the other party, it will provide written verification of compliance with all applicable Laws and confirm its full licensure and certification to the extent appropriate to its then current operations. Notwithstanding any other provisions of this Agreement to the contrary, either party may notify the other of any modifications it believes necessary to bring this Agreement into compliance with the final HIPAA regulations and/or HIPAA. Such modifications will be incorporated as an addendum to this Agreement.

## **ARTICLE 6**

### **RECORDS/INSPECTIONS**

6.1 Records. Group will maintain operational, financial and administrative records, contracts, books, files, data and other documentation related to the Covered Services provided to Covered Persons, claims filed and other services and activities conducted under this Agreement ("Records"). Group will ensure that such Records are kept in accordance with Laws, applicable government agency requirements, applicable accrediting organization requirements, and generally accepted accounting principles (as applicable) and prudent record keeping practices and are sufficient to enable Oscar to enforce its rights under this Agreement, including this section, and to determine Group and its employees are performing or have performed Group's obligations in accordance with this Agreement, Laws and applicable government agency requirements. In all circumstances, Records will be maintained at least for a period as is required by applicable Laws, but in no event less than the later of seven (7) years from the date the service was rendered or termination of this Agreement. Records that are under review or audit will be retained until the completion of such review or audit if that date is later than the time frame indicated above.

6.2 Access & Audit. Oscar will have the right to monitor, inspect, evaluate and audit Group and Group's Records. Oscar's audit rights will include, but not be limited to, the right to perform pre-payment review. In connection with any monitoring, inspection, evaluation or audit,

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Group will provide Oscar with access to all Records, personnel, physical facilities, equipment and other information necessary for Oscar, an applicable government agency or its auditors to conduct the audit. Within three business days of Oscar's written request for Records, or such shorter time period required for Oscar to comply with requests of government agencies, Group will compile and prepare all such Records and furnish such Records to Oscar in a format reasonably requested by Oscar. Group agrees to indemnify and hold harmless Oscar against any and all liability, loss, damages, or expenses including, but not limited to, reimbursement losses, legal expenses, or costs for contracting with other facilities (in excess of the original contract) which Oscar incurs as a result of Group's refusal to grant access to its books, documents, subcontracts, and records in accordance with the provisions of this Agreement. Group's refusal to grant access to any government agent's request for books, documents, subcontracts, or records will constitute a material breach of this Agreement and may result in the immediate termination of this Agreement, or any Attachment, at Oscar's discretion. In the event of such termination for cause, Group will not be entitled to any consequential, general, or specific costs, expenses, or damages of any kind.

6.3 Survival of Obligations. The provisions and obligations contained in this Article VII will survive the termination of this Agreement.

## ARTICLE 7

### **REPORTING REQUIREMENTS**

7.1 Written Notice. In addition to any other notices required under this Agreement, Group will give notice to Oscar within two business days of the occurrence of any event that could reasonably be expected to impair the ability of Group to comply with the obligations of this Agreement, including any of the following: (a) an occurrence that causes any of the representations and warranties in this Agreement made by or on behalf of Group or a Professional, including, but not limited to the representations in Section 3.24, to be inaccurate, (b) Group or a Professional fails to maintain insurance as required by Section 3.22 of this Agreement, (c) a Professional's license, certification or accreditation expires or is suspended, revoked, conditioned or otherwise restricted, (d) a disciplinary action is initiated by the State or any government authority against Group or any Professional, (e) a grievance or legal action is filed by a Covered Person concerning Group or a Professional, (f) Group or Professional is under investigation for fraud or a felony, or (h) Group or Professional enters into a settlement related to any of the foregoing.

7.2 Conflict of Interest. Group will disclose to Oscar, and to any Covered Person for whom Group is providing a referral, any ownership interest Group or any Professional or Professional's family member may have in a provider to whom it refers.

7.3 Demographic and Other Information. Group agrees to provide Oscar with updated demographic and other information by updating and sending Oscar the Practice Information template in Exhibit 1 at least thirty (30) days prior to any change in information. Changes in demographic and other information may include, but not be limited to: (i) specialty information; (ii) board certification; (iii) panel availability (indicating whether or not Group is accepting new patients, including information when a Group previously not accepting new patients opens panel availability and begins accepting new patients) (iv) addition of new physicians to the TIN; (v)

mailing address; (vi) billing address; (vii) phone number; (viii) fax number; and (ix) office hours. Exhibit 1 may be updated from time to time by Oscar and provided to Group with reasonable notice. Notwithstanding the above, Oscar may contact Group to update any or all of the information included in Exhibit 1 and Group agrees to respond to such a request within thirty (30) days. Group further agrees that failure to respond to such a request may result in the Group's removal from Oscar's Group directory. Any claims paid incorrectly or delays caused by Group's failure to notify Oscar timely of such changes will not be subject to any claim payment penalties and/or interest. Furthermore, Group agrees that any penalties or fines imposed on Oscar under applicable state or federal law for failure to maintain accurate demographic or other information listed on Exhibit 1 may be passed to the Group for failure to provide Oscar with the information requested pursuant to this Section 7.3.

## ARTICLE 8

### TERM AND TERMINATION

8.1 Term and Voluntary Termination. The initial term of this Agreement will be for a period beginning on January 1, 2017 (the "Effective Date") and ending on December 31, 2019, and thereafter will renew for successive periods of one year unless either Party provides notice of nonrenewal by March 31 of any applicable term, for termination effective as of December 31 of that year.

8.2 Termination for Cause. Notwithstanding the provisions contained in Section 8.1 above, either party may terminate this Agreement in whole, or any separate Attachment individually, at any time for cause, including:

(a) Upon thirty (30) days prior written notice in the event that the other party will be in material breach in the performance of any provision of this Agreement, an Attachment, or any other agreements referred to herein, and such breach has not been cured within sixty (60) days after the defaulting party received written notice stating the specific default, except if such default relates to imminent harm to patient health or fraud or malfeasance, in which case termination will be effective immediately upon written notice of default; or

(b) Immediately, upon written notice, in the event that either party will apply for, or consent, to the appointment of a receiver, trustee, or liquidator of all, or of a substantial part, of its assets, file involuntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file petition or answer seeking reorganization or arrangement with creditors, or take advantage of any insolvency law or, if an order, judgment or decree will be entered by a court of competent jurisdiction adjudicating such party bankrupt or insolvent, or approving a petition seeking reorganization of the party or appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets; or

(c) Immediately upon written notice to the other party if Oscar or Group, respectively, will lose, relinquish, or have materially affected its certificate of authority to operate as an insurer or its license to provide Covered Services in the State.

8.3 Termination by Oscar. Notwithstanding anything herein to the contrary, Oscar may terminate this Agreement, or any separate Attachment hereto, as follows:

- (a) Upon one hundred eighty (180) days written notice to Group for any reason;
- (b) Immediately if Oscar believes that Group is placing Covered Persons in imminent danger;
- (c) Immediately upon notice if Group fails to adhere to Oscar's credentialing criteria or in the event of a breach of any representation made in Section 3.24; or
- (d) Upon notice if the quality of medical services delivered to Covered Persons assigned to Group declines significantly, as determined in good faith by Oscar in its sole discretion, or if a substantial number of Covered Persons assigned to Group disenroll.

Oscar may, in its discretion, terminate an individual Professional pursuant to the terms of this Section 8.3 without terminating the Group as a whole.

8.4 Notice Requirements. In the event that Oscar terminates this Agreement as provided for in Sections 8.2 or 8.3 (b)-(d) above, Oscar will provide a written explanation to Group of the reasons for termination. In the event Group terminates this Agreement as provided for in Sections 8.1 or 8.2 above, Group will provide reasonable notice of such termination, a copy of which has been approved by Oscar, to all affected Covered Persons.

8.5 Continuation of Care. It is understood by both parties hereto that the intent of this Agreement is to ensure that Group continues to provide or arrange for those medical services which Oscar is obligated to provide under federal and State Law, notwithstanding the termination of this Agreement or any Attachment. Accordingly, if either party terminates this Agreement, for any reason, Group must continue to provide or arrange for Covered Services to the affected Covered Persons in accordance with applicable Law. Termination will not release Group or Oscar from liability to the others with respect to services rendered to Covered Persons, monies paid, or other actions through the date of termination, nor will it relieve Group of its obligation not to bill Covered Persons for Covered Services. Group agrees to accept the compensation set forth in Section 4.1 above as payment in full for all Covered Services rendered subject to this Section 8.5

8.6 Effect of Termination. If this Agreement expires pursuant to the provisions of Section 8.1, or either party terminates this Agreement in whole in accordance with the provisions of Sections 8.2 or 8.3, then this Agreement, along with all Attachments, will terminate on the expiration or termination date, as applicable, subject to any continuation of care requirements. If only individual Attachment(s) are terminated, then only the applicable Attachment(s) will terminate on the applicable date and the remainder of this Agreement, and Attachment(s), will remain in effect.

8.7 Survival of Obligations. The provisions and obligations contained in this Article 8 will survive the termination of this Agreement.

## ARTICLE 9

### MISCELLANEOUS

9.1 Headings. The headings of the various sections of this Agreement and Attachments are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define, or extend the specific terms of the section so designated.

9.2 Indemnification. Group agrees to and hereby does indemnify, defend and agrees to hold harmless Oscar, its Affiliates, representatives, Board members, employees, contractors, and agents from any and all claims, judgments, costs, liabilities, damages and expenses whatsoever, including reasonable attorneys' fees, arising from any acts or omissions in the provision by Group of health care services to Covered Person pursuant to this Agreement. Oscar agrees to and hereby does indemnify, defend and hold harmless Group from any and all claims, judgments, costs, liabilities, damages and expenses whatsoever, including reasonable attorneys' fees, arising from any acts or omissions in the provision by Oscar of its obligations pursuant to this Agreement. This provision shall survive termination or expiration of this Agreement.

9.3 Governing Law. This Agreement will be governed by and construed and enforced in accordance with the Laws of the State, except where Federal Law applies, without regard to principles of conflict of Laws. Each of the parties hereby agrees and consents to be subject to the exclusive jurisdiction and venue of the appropriate State or Federal court in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement.

9.4 Grace Period.

(a) Pursuant to the applicable Law, Covered Persons receiving advanced premium tax credits who purchase individual or group coverage on the New York State of Health marketplace (the "Exchange") who do not pay their premiums for three (3) consecutive months ("Grace Period") may lose eligibility effective the end of the first month the Covered Person was in default. In compliance with applicable Law, Members remain covered by Oscar throughout the three (3)-month Grace Period and the terms of this Agreement remain in full force and effect. Oscar will notify Group at the time the Group confirms eligibility if a Covered Person's account is considered delinquent and whether or not the Covered Person is within the initial thirty (30) days of the Grace Period. Any payments made to Group on behalf of Members who ultimately lose coverage due to non-payment of premiums with dates of service beginning after the thirty first (31<sup>st</sup>) day of the Grace Period will be refunded to Oscar by the Group within forty five (45) days of receipt of written request by Oscar. Any amounts not paid within forty five (45) days of receipt of notice from Oscar may be offset by Oscar from amounts otherwise owed to the Group, without any further action required. Oscar will deny claims that are received and not processed with dates of service beginning on the thirty first (31<sup>st</sup>) day of the Grace Period after Oscar has confirmed that the Grace Period has expired without premiums being paid by the Covered Person or applicable party responsible for payment.



(b) Pursuant to the applicable Law, Covered Persons not receiving advanced premium tax credits who purchase individual or group coverage on the Exchange who do not pay their premiums for thirty (30) days (the “General Grace Period”) may lose eligibility effective the last day premiums were paid. Oscar will notify Group at the time the Group confirms eligibility if a Covered Person’s account is considered delinquent. Any payments made to Group on behalf of Members who ultimately lose coverage due to non-payment of premiums will be refunded to Oscar by the Group within forty five (45) days of receipt of written request by Oscar. Any amounts not paid within forty five (45) days of receipt of notice from Oscar may be offset by Oscar from amounts otherwise owed to the Group, without any further action required. Oscar will deny claims that are received and not processed with dates of service beginning on the last day the premium was paid after Oscar has confirmed that the General Grace Period has expired without premiums being paid by the Covered Person or applicable party responsible for payment.

9.5 Relationship of the Parties. The parties are independent contractors. This Agreement will not be deemed to create a partnership or joint venture, or an employment or agency relationship between the parties. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other. Neither Party is liable for the acts of the other.

9.6 Conflicts between Certain Documents. If there is any conflict between this Agreement and the Provider Manual, this Agreement will control. In the event of any conflicts between this Agreement, or any Attachment hereto, and the applicable Oscar Coverage Plan with respect to what services constitute Covered Services, the Oscar Coverage Plan will control. Finally, if there is any conflict between the State Mandated Attachment attached hereto as Exhibit 3 and the Agreement or the Provider Manual, the State Mandated Attachment controls.

9.7 Assignment; Delegation of Duties. This Agreement will be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, successors, and assigns, but may not be assigned by Group without the prior written consent of Oscar and any applicable governmental agencies. For purposes of this Agreement, a change of control of the Group will be deemed an impermissible assignment. “Change of control” will be defined the sale or transfer of Group by a person or entity of controlling interest that results in a change of ownership or control of 33% or greater of either the voting rights or assets of the Group, or resulting in the acquiring person/entity holding a 33% or greater interest in the ownership or control of Group. Group will not subcontract or otherwise delegate its duties under this Agreement and/or an Attachment unless it obtains Oscar’s prior written consent.

9.8 Group Locations. This Agreement, including all attachments herein, will only apply to Covered Services provided at locations and under TINs outlined in Exhibit 1. Group will notify Oscar if it begins providing services at other locations or under a different TIN within ten (10) business days of such change, and Oscar will determine participation status of such new location or of Participating Providers using such new TINs and whether or not such participation will require the execution of a new agreement.

9.9 Third Party Beneficiary. Except as otherwise provided in this Agreement, this Agreement is not a third party beneficiary contract and no provision of this Agreement is intended to create or may be construed to create any third party beneficiary rights in any third party, including any Covered Person.

9.10 Amendment. This Agreement and any of its Attachments may be amended at any time by mutual written agreement of both parties. This Agreement and any of its Attachments may also be amended by Oscar furnishing Group with written notice of any proposed amendments or modifications. If such amendments or modifications are required by Law, they will be deemed incorporated into this Agreement immediately. Any other amendments or modifications by Oscar will be deemed accepted and incorporated into this Agreement unless Group rejects the amendment or modification in writing within thirty (30) days of having received notice of it from Oscar, in which case the parties will use reasonable efforts to negotiate a mutually acceptable amendment.

9.11 Entire Contract. This Agreement, together with all Attachments, exhibits, amendments, appendices and/or addendums hereto and the Provider Manual, contains all the terms and conditions agreed upon by the parties hereto and supersedes all other agreements, oral or otherwise, of the parties hereto, regarding the subject matter of this Agreement.

9.12 Enforceability; No Waiver. The invalidity or unenforceability of any terms or provisions hereof will in no way affect the validity or enforceability of any other terms or provisions. The failure of Oscar or Group to object to or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement will not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.

9.13 Notices. Unless provided for otherwise in this Agreement, any notice required to be given pursuant to the terms and provisions hereof will be in writing or via e-mail, and if by mail, will be sent by certified mail, return receipt requested, postage prepaid, or by recognized courier service, addressed as follows:

**To Oscar at:**

Attn: Chief Financial Officer  
295 Lafayette Street, 6<sup>th</sup> Floor  
New York, New York 10012  
[contracts@hioscar.com](mailto:contracts@hioscar.com)

**To Group at:**

Attn: [\_\_\_\_\_] ]  
[\_\_\_\_\_] ]  
[\_\_\_\_\_] ]  
[\_\_\_\_\_] ]

With a copy to:

Attn: Legal Department  
295 Lafayette Street, 6<sup>th</sup> Floor  
New York, New York 10012  
[legal@hioscar.com](mailto:legal@hioscar.com)

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or to such other address as either party may designate in writing. Any notice provided to Group in accordance to the terms of this Section will be deemed the provision of notice to each individual Practitioner as well.

9.14 Dispute Resolution. Oscar has established a dispute resolution mechanism to process and resolve Participating Provider disputes (“Dispute Resolution Process”). Disputes must be submitted through Oscar’s Dispute Resolution Process, which is outlined in the Provider Manual.

(a) Meet and Confer. For all claims payment disputes not resolved through Oscar’s Dispute Resolution Process, and for any other dispute, concern, disagreement, or issue (collectively “Disputes”) arising from or concerning the interpretation and application of this Agreement, the parties will meet and confer in good faith within thirty (30) calendar days following a request by either party for a meet and confer over the Dispute. The meet and confer process shall continue as long as it remains productive, or until either party determines that further meeting and conferring is unproductive. Neither party will cease or diminish its performance under this Agreement pending dispute resolution. If the parties are unable to resolve their Disputes through the dispute resolution process and following the meet and confer, then the Dispute shall be finally resolved through binding arbitration.

(b) Arbitration. Any controversy, dispute or claim not resolved by the meet and confer procedure set forth in Section (a) above will be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) at the request of either party. Such arbitration shall occur in New York, New York. The arbitrator shall apply State substantive Law and federal substantive Law where state Law is preempted. The Federal Arbitration Act, 9 U.S.C. § 1-16, shall apply. Nothing herein shall prohibit a party from seeking equitable relief in a court of Law while arbitration is pending hereunder. The parties shall share equally the cost of the arbitration, including but not limited to the arbitrator’s fee and any related administrative fees and charges. The parties shall each bear their respective attorneys’ fees and costs incurred in the arbitration. Any arbitration must be initiated within two years from the initial request for meet and confer. The arbitrators will have no right to award any punitive or exemplary damages (the right to receive any such damages being expressly and irrevocably waived) or to vary or ignore the terms of this Agreement and will be bound by controlling Law. No Dispute shall be arbitrated more than four (4) years after the controversy or claim arose. Failure to initiate arbitration on any Dispute within two (2) years of a request for meet and confer, and four years from when the controversy or claim arose shall be deemed waived. Group acknowledges that this arbitration agreement precludes Group from participating in a class action or class arbitration filed by any other provider or any other plaintiff claiming to represent Group or Group’s interest. Group agrees to opt-out of any class action or class arbitration filed against Oscar that raises claims covered by this agreement to arbitrate, including, but not limited to, class actions or class arbitrations that are currently pending.

9.15 Non-Exclusivity. This Agreement is not exclusive, and does not preclude either party from contracting with any other person or entity for any purpose.

9.16 Confidentiality. All parties will hold the information contained in this Agreement as confidential and shall not disclose the information contained in this Agreement to any third-

party, except as necessary to carry out the terms hereof or as required by Law or as may be necessary for Oscar to administer the terms of the Agreement.

9.17 State Mandated Attachment(s). Group agrees to be bound by and to comply with the provisions of the State Mandated Attachment(s) attached hereto as Exhibit 3.

9.18 Force Majeure. Neither party will be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by either party's employees, or any other similar cause beyond the reasonable control of such party.

9.19 Information. All information maintained or generated by other party in fulfilling of its obligations under this Agreement, including healthcare information, will be kept confidential in accordance with and to the extent required by applicable Laws, including but not limited to HIPAA, as applicable.

9.20 Authority. The parties whose signatures are set forth below represent and warrant that they are duly empowered to execute this Agreement.

9.21 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

#### Attachments to Agreement

1. Exhibit 1- Practice Information
2. Exhibit 2- Compensation Exhibit
3. Exhibit 3- State Mandated Provisions

**EXHIBIT 1**

**PRACTICE INFORMATION FORM**

**Online form will be provided by Oscar upon execution of this agreement**

## EXHIBIT 2- COMPENSATION EXHIBIT

Payment to Professional for Medically Necessary Covered Services will be paid based on the lesser of the Professional's usual billed charges or Oscar's reimbursement methodology, which will be equal to the fee schedule outlined below for the Covered Services provided, less any applicable Member responsibility, deductible, coinsurance or copayments. Oscar utilizes the current year Medicare participating fee schedule for Locality 01("Medicare Fee Schedule").

Range Description	Payment
Codes Priced by Medicare except carve outs	100% of Medicare Fee Schedule
Codes Not Priced by Medicare	100% of Oscar Fee Schedule

### **EXHIBIT 3**

#### **STATE-MANDATED PROVISIONS**

##### **NEW YORK** **EPO PLANS**

To the extent applicable, Oscar and Group will comply with the following provisions, which are required by State law to be included in the Agreement, as such provisions may be amended from time to time by the State, or by Oscar as may be necessary to comply with State law following the provision of 30 days' written notice to the Group.

1. As used in this Addendum, the term "State" refers to the State of New York.
2. Coordination of Benefits (COB): Oscar may not deny a claim because it is coordinating benefits with another insurer unless Oscar has a reasonable basis to believe that the Member has other primary health insurance coverage for the claimed benefit. Oscar will not deny a claim solely on the basis that it has not received information from a Member concerning other health insurance coverage, in accordance with New York Insurance Law Section 3224-c.
3. Overpayment Recovery: All overpayment recoveries will be in accordance with Section 3224-b of the New York Insurance Law.
4. Timeframe for Group Claims Submission:
  1. Group has 120 days after the date of the service to submit claims to Oscar and, for COB claims, ninety (90) days from the date the explanation of benefits was issued by the primary payor. New York Insurance Law 3224-a.
  2. Oscar will reconsider Group's late claim if Group can demonstrate that the late claim resulted from an unusual occurrence and the provider has a pattern of timely claims submissions. Oscar may reduce the reimbursement of a claim by up to 25 percent of the amount that would have been paid had the claim been submitted in a timely manner. The right to reconsideration shall not apply to a claim submitted 365 days after the service. In such cases, Oscar may deny the claim in full. New York Insurance Law 3224-a.
5. No provision in the Agreement will be deemed to prohibit or restrict Group or any Practitioner from disclosing to any Member any information that Group or Practitioner deems appropriate regarding:
  1. a condition or a course of treatment with a Member including the availability of other therapies, consultations, or tests; or
  2. the provisions, terms, or requirements of Oscar's products as they relate to the Member. New York Insurance Law 3217-b.

6. No provision in the Agreement will be deemed to prohibit the Group from filing a complaint, making a report or commenting to an appropriate governmental body regarding the policies or practices of Oscar, which the Group believes may negatively impact upon the quality of, or access to, patient care. New York Insurance Law 3217-b.
7. Oscar shall not prohibit or restrict Group or any Practitioner from advocating to Oscar on behalf of a Member for approval or coverage of a particular course of treatment or for the provision of health care services. New York Insurance Law 3217-b.
8. Until June 30, 2017, if the Agreement is not renewed or is terminated by either party, the parties shall continue to abide by the terms of the Agreement, including reimbursement terms, for a period of two months from the effective date of termination or, in the case of a non-renewal, from the end of the contract period. Notice shall be provided to all Members potentially affected by such termination or non-renewal within fifteen days after commencement of the two-month period. The commissioner of health shall have the authority to waive the two-month period upon the request of either party to a contract that is being terminated for cause. This subsection shall not apply where both parties mutually agree in writing to the termination or non-renewal and Oscar provides notice to Members at least thirty days in advance of the date of termination. New York Insurance Law 3217-b.