

PARTICIPATING FACILITY AGREEMENT

THIS PARTICIPATING FACILITY AGREEMENT (“Agreement”), effective as of date executed by DentaQuest (“Effective Date”), is made between DentaQuest of Florida, Inc. (hereinafter referred to as "DentaQuest") and _____ [Name of Facility we are contracting with] (hereinafter referred to as "Participating Facility") (collectively, the “Parties”).

The Participating Facility shall provide services in relation to the product types marked with an “x” below:

- Medicare Advantage: See Addendum A, Addendum C and, as applicable, Addendum D
- Medicaid and Florida Healthy Kids: See Addendum B, Addendum C and, as applicable, Addendum D
- Commercial Business: See Addendum C and, as applicable, Addendum D
- Exchange Business: See Addendum C and, as applicable, Addendum D
- Other: See Addendum D

The terms and conditions of this Agreement are set forth herein and in the referenced Addenda. Each provision set forth in the Addenda, to the extent not addressed in this Agreement, is intended to supplement the provisions in this Agreement and, to the extent addressed in this Agreement, is intended to override the corresponding provision in this Agreement. For each product type, please refer to the Addenda indicated above.

WHEREAS, DentaQuest is a company that arranges for the delivery of dental services to eligible Members of employer groups, other groups, individual insurance programs, state and private exchanges, prepaid healthcare plans, and/or government programs which have contracted with DentaQuest; and

WHEREAS, Participating Facility provides medical services, including surgical services, and desires to provide such services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above and the promises hereinafter contained, the parties hereby agree as follows:

1. Definitions

- (a) “Agency” means the applicable state or any of its agencies or the federal government or any of its agencies including, but not limited to, the Centers for Medicare and Medicaid Services (“CMS”) and the United States Department of Health and Human Services (“DHHS”).
- (b) “Agreement” means this Agreement between DentaQuest and Participating Facility, including all attachments hereto.
- (c) “Commercial, Exchange, and Marketplace” means a group or individual plan not offered through the Medicare Advantage or Medicaid Programs, for which DentaQuest is administering the dental benefits.
- (d) “Covered Services” shall have the meaning of covered services set forth (1) in the dental office reference manual for the applicable Member (“ORM”), or (2) in the event that there is no such ORM, in the benefits summary for the applicable Commercial Member (“Summary”); provided, however, that in the event of a conflict between the provisions of a Commercial Member’s Summary and the provisions of such Commercial Member’s subscriber certificate, the provisions of the subscriber certificate shall govern.
- (e) “Emergency Care” shall have the meaning set forth in the applicable state law, or, in the absence of such applicable state law, by the Centers for Medicare and Medicaid in the Emergency Medical Treatment and Labor Act (42 U.S.C. § 1395d).

- (f) “Fee Schedule” is the schedule which indicates the amount used to calculate the amount DentaQuest shall compensate the Participating Facility for services rendered. Each product type, as defined below, shall have a corresponding Fee Schedule.
- (g) “Medically Necessary” shall have the meaning as set forth in the Plan(s) Certificate(s) or in Addendum C.
- (h) “Medicaid” means medical assistance provided under a state plan approved under Title XIX of the Social Security Act. Such term includes medical assistance when delivered through a Medicaid managed care organization pursuant to a contract under section 1903(m) of the Social Security Act or through a primary care case manager as defined in section 1905(t)(2) of the Social Security Act.
- (i) “Medicare Advantage” means Medicare benefits provided under a Medicare Part C plan, approved under Title XVIII of the Social Security Act, whereby a private insurer receives compensation from the Centers for Medicare and Medicaid Services to administer the plan.
- (j) “Member” means any individual who is eligible to receive benefits from or administered by DentaQuest for Covered Services pursuant to an agreement between DentaQuest and the Member or a third party, including the eligible dependents of such individuals.
- (k) “Oversight Entities” include, but are not limited to, DentaQuest, the Plans, government entities and agencies, and any external review organizations that have or may have oversight responsibilities related to this Agreement.
- (l) “Plan” is an insurer, health maintenance organization, Employee Retirement Income Security Act (“ERISA”) plan, employer, or any other entity that is organized or has arranged to fund, in whole or in part, dental-related services to its enrolled members for which DentaQuest is providing insurance, administrative, and other dental related services. Such term may include Medicaid managed care plans (under section 1903(m) of the Social Security Act) and Medicare Advantage plans (as defined in 42 C.F.R. § 422.2). References to Plan shall include DentaQuest in circumstances where DentaQuest is the insurer and has ultimate responsibility for claims payment.
- (m) “Plan Certificate” means the document that sets forth the dental benefits available to Members.
- (n) “State” as used in this agreement, refers to the State in which Provider is providing covered dental services to Members.

2. Dental Services

- (a) Services. Participating Facility agrees to provide Covered Services for Members pursuant to the provisions of this Agreement, all Addenda to this Agreement, DentaQuest’s policies and procedure manuals, and Plan Certificates, as amended from time to time.
- (b) Oversight. DentaQuest acknowledges its responsibility to monitor and oversee the provision of Covered Services to its Members in accordance with the laws of the State (see Addendum C).
- (c) Operations. DentaQuest shall conduct the day-to-day administrative operations required for the Plan.

3. Participating Facility Obligations

- (a) Services. Participating Facility shall provide Covered Services to Members. Participating Facility shall continue to provide Covered Services to Members in the event of DentaQuest’s insolvency or discontinuance of operations, as needed to complete any medically necessary procedures commenced but unfinished at the time of DentaQuest’s insolvency or discontinuance of operations.

- (b) Office of Inspector General Exclusion List. Participating Facility represents and warrants that neither Participating Facility nor any of its employees are included on the Office of Inspector General Exclusion List, which identifies individuals and entities excluded from participation in federal healthcare programs. Participating Facility must immediately notify DentaQuest if Participating Facility or any of its employees become included on the Office of Inspector General Exclusions List.
- (c) Submission of Claims. Participating Facility shall submit claims for Covered Services rendered to Members to DentaQuest in a manner and format prescribed by DentaQuest. Participating Facility understands that failure to submit claims or failure to submit requested documentation within the required timeframe as required in the appropriate addendum may result in loss of reimbursement for services provided. To the extent that the timeframe is not provided in the appropriate Addendum, Participating Facility must submit all claims within ninety (90) days of the performance of services. Participating Facility shall submit claims electronically to DentaQuest in a format approved by DentaQuest. Participating Facility agrees to accept electronic payment and electronic remittance/explanation of benefits. Participating Facility shall use HIPAA compliant billing codes when billing or submitting encounter data. This applies to both electronic and paper claims and encounter submissions. When billing codes are updated, Participating Facility shall use appropriate replacement codes for submitted claims and encounter data for Covered Services. An amendment to the Agreement shall not be required to replace such billing codes. DentaQuest shall not pay any claims submitted using non-compliant billing codes.
- (d) Non-discrimination. Participating Facility shall not discriminate in the delivery, treatment, or quality of services based on the Member's race, color, religion, sex, sexual orientation, age, disability, national origin, veteran's status, ancestry, health status, need for health services, or source of payments made for such services.

Participating Facility agrees to comply with all applicable Federal and State laws relating to non-discrimination and equal employment opportunity, including, but not limited to the Civil Rights Act of 1964, regulations issued pursuant to that Act and provision of Executive Order 11246 dated September 26, 1965. Participating Facility agrees to provide physical and program accessibility of dental services to persons with physical and sensory disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), all requirements imposed by any applicable DHHS regulations (45 C.F.R. Part 84) of CMS regulation (42 C.F.R. Parts 417, 422, and 434) and all guidelines and interpretations issued pursuant thereto. Participating Facility agrees not to identify the addressee of a communication as a Medicaid consumer on the outside of the envelope when contacting members who are Medicaid consumers by mail.

- (e) Policies and Procedures. Participating Facility agrees to comply with any and all policies, rules, and regulations of DentaQuest and Plans as they may exist from time to time, including but not limited to, claims processing, credentialing, quality, or cost containment standards established by DentaQuest and Plans.
- (f) Records. Participating Facility hereby acknowledges and agrees to:
 - 1. Maintain adequate dental/medical, financial, and administrative records related to Covered Services rendered by Participating Facility and all Providers in accordance with Federal and State law and any all regulatory policies.
 - 2. Safeguard all information about Members according to applicable state and federal laws and regulations. All material and information which is provided to or obtained by or through the Participating Facility or the Provider's performance under this Agreement, whether verbal, written, tape, or otherwise, shall be regarded as confidential information to the extent confidential treatment of such material and information is provided for under State and Federal laws. Neither the Participating Facility nor the Provider shall use any

information so obtained in any manner except as necessary for the proper discharge of his/her obligations and securement of his/her rights under this Agreement. Participating Facility agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”) relating to the exchange of information and shall cooperate with DentaQuest and Plan in efforts to ensure compliance with the privacy regulations promulgated under HIPAA and other related privacy laws. Participating Facility and DentaQuest acknowledge that the activities conducted to perform the obligations undertaken in this Agreement are or may be subject to HIPAA, as well as the regulations promulgated to implement HIPAA. Participating Facility and DentaQuest agree to conduct their respective activities, as described herein, in accordance with the applicable provisions of HIPAA and such implementing regulations. Participating Facility and DentaQuest further agree that, to the extent HIPAA, the regulations promulgated thereunder, or the regulations governing the Medicare Advantage programs (42 C.F.R. §§ 422.1 et. seq.) require amendments hereto, Participating Facility and DentaQuest shall conduct good faith negotiations to amend this Agreement. Participating Facility shall maintain adequate dental/medical, financial, and administrative records related to covered dental services rendered by Participating Facility in accordance with Federal and State law.

3. Cooperate and provide Oversight Entities with access to each Member’s dental records for the purposes of quality assessment, service utilization, and quality improvement, investigation of Member complaints or grievances, or as otherwise is necessary or appropriate subject to HIPAA and any and all pertinent laws.
4. Provide information and data, including but not limited to encounter, utilization, referral, and other data, that Oversight Entities may request.
6. That any and all Member records will be maintained for a period not less than the minimum required by law or ten (10) years, whichever is longer, and shall allow access to said records for review or audit upon request.
7. Provide Oversight Entities, including but not limited to any state department of social services, the Attorney General of the United States, or a state in which the Participating Facility operates, any fraud agency, DHHS, CMS (or its designees), the Comptroller General of the United States (or its designees), and/or their duly authorized representatives with access to any books, documents, papers and records which are related to this Agreement for the purpose of any audit, investigation, or examination; provided, however, all laws relating to a members privacy shall be followed regarding such disclosures.
8. Allow duly authorized agents or representatives of Oversight Entities, during normal business hours and other reasonable times, access upon demand to Participating Facility’s premises to inspect, audit, monitor, or otherwise evaluate the performance of Participating Facility under this Agreement, including auditing claims submissions, evaluating and determining on a concurrent or retrospective basis the necessity or appropriateness of services provided to Members, evaluating through inspection or other means the quality, appropriateness, and timeliness of services provided under this Agreement, and compliance with quality management programs or peer review programs. Participating Facility shall produce all records, including copies of medical records, requested as part of such review or audit without charge. In the event right of access is requested under this paragraph, Participating Facility shall, upon request, provide and make available staff to assist in the audit or inspection effort, and provide adequate space on the premises to reasonably accommodate personnel conducting the audit or inspections effort. All inspections or audits shall be conducted in a manner as will not unduly interfere with the performance of Participating Facility’s activities. Oversight entities shall comply with applicable laws and regulations, including those pertaining to privacy and confidentiality, with respect to such information.

- (i) Compensation of Physicians. DentaQuest shall have a separate agreement and compensation arrangement for any physicians such as anesthesiologists who provide services to Members as medical staff members at Participating Facility and who are not employed by Participating Facility.
- (j) Insurance. Participating Facility shall procure and maintain liability insurance or a program of self-insurance with limits as required by law or in accordance with customary practices, at its own cost. Participating Facility shall provide evidence of such coverage to DentaQuest as reasonably and periodically requested by DentaQuest.
- (k) Quality of Services. Participating Facility is solely responsible for the quality of services provided hereunder and for all acts or omissions relating to the evaluation and treatment of Members.
- (l) Indemnification. Participating Facility shall protect, defend, indemnify, and hold harmless DentaQuest and each of its agents, officers, administrators, directors, and employees (the “Indemnatee”) from and against any and all claims, demands, actions, damages, liabilities, costs, and expenses incurred by Indemnatee for damages, including without limitation bodily injury, personal injury, death, property damage, punitive damage, or other claim brought by any person arising out of or in connection with the performance of Participating Facility and any of its employed or contracted Providers. Participating Facility’s indemnity obligations shall not be limited to the insurance provisions of this Agreement, as the parties intend and agree that Participating Facility shall be fully responsible for liabilities assumed, regardless of the presence or absence of insurance.

4. Services Requirements

- (a) Licensure. Participating Facility shall be appropriately licensed to render such services as required by State or Federal law or regulatory agencies (to the extent applicable) and such licenses shall be maintained in good standing. Participating Facility shall provide DentaQuest a copy of said license(s) upon request.
- (b) Restriction of Licensure. Participating Facility shall notify DentaQuest within two (2) business days of the loss or restriction of the Participating Facility’s permit or license or any other action that limits or restricts Participating Facility’s ability to deliver care or services.
- (c) Training. Participating Facility and its employees or agents rendering services to Members shall possess the education, skills, training, physical and mental health status, and other qualifications necessary to provide quality patient care.
- (d) Professional Standards. Participating Facility and its employees or agents rendering services to Members shall provide care which meets or exceeds the standard of care in the region and shall comply with all standards as established by any State or Federal law or regulation.
- (e) Continuing Education. Participating Facility’s employees or agents rendering services to Members shall comply with continuing education standards as required by State or Federal law or regulatory agencies.
- (f) Regulatory Compliance. Participating Facility must meet the minimum requirements for participation in the program(s) as provided by the State and/or Plan.

5. Compensation

- (a) Fee Schedule. Participating Facility shall be compensated in accordance with the applicable Fee Schedule/s attached corresponding to product types. Any compensation due to any participating providers, including anesthesiologists, for services rendered at the Participating Facility shall be

made directly to such provider by DentaQuest and shall not be included in any compensation to Participating Facility.

- (b) Hold Harmless. Participating Facility hereby agrees that in no event, including but not limited to nonpayment by DentaQuest or Plan, DentaQuest or Plan insolvency, or breach of this Agreement, shall Participating Facility bill, charge, collect a deposit from; seek compensation, remuneration or reimbursement from; or have any recourse against the Agency or any Member or persons acting on his or her behalf for providing Covered Services. Except where otherwise provided by law, this provision shall not prohibit collection of any applicable co-insurance, co-payments, or deductibles from Members or fees for non-covered services delivered on a fee-for-service basis to Members under the terms of the Plan, Plan Certificates, or other similar documents issued by DentaQuest or the Plan. Participating Facility agrees that it shall hold the Agency and Members harmless and shall not bill a Member for non-covered services if the services are not covered as a result of any error or omission by Provider.

Participating Facility further agrees that (i) this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of Members, and (ii) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Participating Facility and the Member or persons acting on the Member's behalf.

- (c) Non-Covered Services. Pursuant to section 5(d), Participating Facility may bill and collect from Members fees for non-covered services delivered on a fee-for-service basis under the terms of the Plan if:

1. Participating Facility notified the Member prior to services being performed that such service is a non-covered service; and
2. The Member has provided written consent and acknowledgement that the service is non-covered and that the Member will be billed separately for such service.

- (d) Coordination of Benefits. Participating Facility shall notify DentaQuest whenever Participating Facility has reason to believe a Member may be entitled to coverage under any other health benefit plan and shall assist DentaQuest in obtaining information for the coordination of benefits when a Member holds other coverage. If a Member is also covered by another dental plan, and DentaQuest determines DentaQuest is the primary carrier, the Participating Facility agrees that DentaQuest's obligation to the Participating Facility will not exceed the compensation described in this Agreement for the Covered Services in question. If a Member is also covered by another health benefit plan and DentaQuest determines that DentaQuest is the secondary carrier, the Participating Facility agrees that DentaQuest's obligation shall not exceed the difference between compensation described in the Agreement for the Covered Services and the amount paid by the other carrier. Participating Facility will refund (reduced by any payments the Member may have made to Provider) the aggregate compensation Participating Facility received from the other health benefits plan for the Covered Services in question.

- (e) Provision of Care. Participating Facility shall not be required to accept or continue treatment of a Member with whom Participating Facility feels he/she cannot establish and/or maintain a professional relationship or where required care is beyond the scope of Participating Facility's expertise or ability.

- (f) Plan Reimbursement. Compensation of Participating Facility by DentaQuest is subject to, and dependent upon, DentaQuest's receipt of proper claims payment from Plan. In the event of nonpayment by Plan, DentaQuest reserves the right to withhold or recover payment to Participating Facility for all claims not paid by Plan. If and when DentaQuest has received the outstanding amount for such claims from Plan, DentaQuest will reimburse Participating Facility according to the terms of this Agreement.

- (g) Continuation of Care. Participating Facility agrees to complete any treatment in progress for continuation of care cases and cases in mid-treatment for a newly enrolled Member. DentaQuest agrees to negotiate fees in good faith for partial cases/treatment.

6. Quality Management

- (a) Cooperation with Quality Programs. Participating Facility shall cooperate with and participate in the quality improvement activities of DentaQuest to improve the quality of care and services and the Members' experience, including the collection and evaluation of data and participation in DentaQuest's quality improvement activities. This includes the use of practitioner performance data for quality improvement activities.
- (b) Re-credentialing. Participating Facility and Providers shall cooperate with the re-evaluation of their credentials at such intervals, as DentaQuest shall determine, but not more frequently than every two years. Such evaluation may take into account a review of Participating Facility's past performance and practice patterns, and a review of dental records and evaluations pertaining to the Participating Facility's participation in the delivery of medical care.
- (c) Plan and Regulatory Agency Oversight. Participating Facility acknowledges and agrees that nothing in the Agreement shall be construed to limit: (a) the authority of DentaQuest to ensure the Participating Facility's participation in and compliance with Plan's quality assurance, utilization management, member grievance, and other systems and procedures; (b) any applicable regulatory agency's authority to monitor the effectiveness of such systems and procedures; or (c) Plan's authority to sanction or terminate a Participating Facility found to be providing inadequate or poor quality care or failing to comply with Plan's systems, standards, or procedures.

Participating Facility acknowledges and agrees that any delegation by a Plan to DentaQuest of quality assurance, utilization management, credentialing, provider relations, and other dental management programs shall be subject to Plan's oversight and monitoring of DentaQuest's performance. Participating Facility further acknowledges and agrees that Plan, upon the failure of DentaQuest to properly implement and administer such systems or to take prompt corrective action after identifying quality, Member satisfaction, or other problems, may terminate the contract and that, as a result of such termination, Participating Facility's participation in Plan may also be terminated.

- 7. **Additional Requirements.** DentaQuest and Participating Facility agree to abide by the requirements of this Agreement, including all Addenda attached hereto, that are applicable to the products in which Participating Facility is participating in, specifically including Addendum A, Medicare Requirements, Addendum B, Medicaid Requirements, and Addendum C, State Requirements. To the extent the terms of this Agreement and the Addendum are in conflict, the Addendum shall control.

8. Independent Contractors

- (a) Professional Relationship. Participating Facility is an independent contractor and is responsible for maintaining a professional relationship with Members. Participating Facility is responsible for the acts or omissions of its employees and agents regarding the provision of Covered Services and other services to Members. No action by DentaQuest has or is intended to have the effect of infringing upon Participating Facility's care and treatment of a Member, including without limitation all decisions with respect to administration, treatment, or discharge of a Member.
- (b) Appropriate Treatment. Participating Facility may freely communicate with patients regarding their treatment and applicable treatment alternatives, regardless of benefit coverage limitations. Participating Facility will not be penalized for discussing Medically Necessary or appropriate patient care with Members. A determination by DentaQuest that a particular course of treatment is not a Covered Service does not relieve Participating Facility from providing or recommending such

care to Members as the Participating Facility deems to be appropriate, and that determination may not be considered as a medical determination made by DentaQuest.

- (c) Interpretation. Notwithstanding anything in this Agreement, including any Exhibit or Addendum, none of the terms of the Agreement, Exhibits, or Addenda shall be construed:
1. As an inducement to Participating Facility to reduce or limit medically necessary health care services to a covered Member;
 2. As a penalty to Participating Facility for assisting a Member to seek a reconsideration of DentaQuest's decision to deny or limit benefits to the Member;
 3. As a limit or other restriction on Participating Facility's ethical and legal responsibility to fully advise Members about their medical condition and about medically appropriate treatment options;
 4. As a penalty to Participating Facility for principally advocating for medically necessary care for a Member;
 5. As a penalty to Participating Facility for providing information or testimony to a legislative or regulatory body or agency. This shall not be construed to prohibit DentaQuest from penalizing Participating Facility for providing information or testimony that is libelous or slanderous, or that discloses trade secrets that Participating Facility has no privilege or permission to disclose, or that is otherwise not in accordance with applicable law.
 6. Nothing in this Section shall be construed to prohibit DentaQuest from doing either of the following:
 - a. Making a determination not to reimburse or pay for a particular treatment or other service;
 - b. Enforcing reasonable peer review, utilization review, or anti-fraud protocols, or determining whether Participating Facility has complied with these protocols.

9. Term and Termination

- (a) Term. This Agreement shall begin on the Effective Date and shall extend for one (1) year from such date. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of its intent not to renew to the other party not less than sixty (60) days prior to such date of automatic renewal.
- (b) Termination. This Agreement may be terminated as follows:
- i. By DentaQuest upon ninety (90) days prior written notice without cause.
 - ii. By Participating Facility upon at least ninety (90) days prior written notice without cause, with an effective date of the last day of the month after the ninetieth (90th) day.
 - iii. By either party, in the event of a material breach of this Agreement by the other party, upon thirty (30) days prior written notice to the other party.
 - iv. Upon the occurrence of any of the following events with respect to Participating Facility, DentaQuest has the option to immediately terminate Participating Facility's designation as a participating facility:

1. the loss or suspension of any required operational license of Participating Facility;
 2. the loss of Participating Facility's liability insurance;
 3. Participating Facility being restricted or excluded from receiving payments from Medicare or Medicaid;
 4. the failure of Participating Facility to meet any quality assurance, credentialing, or grievance program requirements of DentaQuest, Plan, or any State or Federal regulatory agency or their designees;
 5. Participating Facility intentionally and purposefully does not comply with the referral and notification requirements of DentaQuest, Plan, or any State or Federal regulatory agency or their designees;
 6. Participating Facility fails to cooperate with DentaQuest in the provision of cost-effective, quality services to Members, or any audits, peer review matter, or other investigation;
 7. Participating Facility is found to be harming Members or to present a risk of imminent harm to Members;
 8. fraud or malfeasance of Participating Facility; or
 9. any adverse regulatory or legal finding with respect to Participating Facility.
- (c) Effect of Termination. In the event of termination of this Agreement, Participating Facility agrees to complete any treatment in progress and/or assist in the orderly transfer of Members to another provider, as requested by DentaQuest. Participating Facility must continue to provide services through the term of the period for which premiums have been paid. Participating Facility shall notify Members with written notification of the termination of a Participating Facility immediately following the termination.
- (d) Survival. The following provisions shall survive the termination of this Agreement: Sections 3(a), 3(c), 3(d), 3(f), 5(b), 5(c), 5(d), 5(f), 5(g), 8, 10(b), 10(g), 10(h), 10(i), 10(j), and 10(m).

10. Miscellaneous

- (a) Non-exclusivity. This Agreement is not an exclusive contract and DentaQuest may contract with other providers of medical services. Participating Facility may contract with other dental plans.
- (b) Confidentiality. This Agreement shall be regarded as confidential and its terms or contents shall not be disclosed to any other party unless agreed to in writing by DentaQuest; except, however, Participating Facility may disclose the contents of this Agreement to the legal representative of Participating Facility, or during a legal process or regulatory request, without the consent of but with notice to DentaQuest.
- (c) Amendment or Restated Agreement. DentaQuest may amend or restate this Agreement by sending a copy of the Amendment or Restated Agreement to Participating Facility at least thirty (30) days prior to its effective date. If Participating Facility does not object to such Amendment or Restated Agreement in writing within such notice period, Participating Facility shall be deemed to have accepted the proposed Amendment or Restated Agreement as of the end of the notice period. In the

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below:

Participating Facility Name (appearing on W9 form and tax return)

Address:

Phone:

BY: _____
(signature)

Name (Please print): _____

Title: _____

DATE: ____ / ____ / ____

Tax ID # _____

Group NPI #: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

DENTAQUEST

BY: _____

NAME: _____

TITLE: _____

DATE: ____ / ____ / ____

ADDENDUM A

Medicare Advantage

This Medicare Advantage Addendum (the “Addendum”) is part of the Participating Facility Agreement between DentaQuest and Participating Facility (the “Agreement”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Participating Facility agrees to the following terms and conditions as they pertain to services rendered to Members enrolled in an applicable Medicare Advantage Plan. Participating Facility is required by the Centers for Medicare and Medicaid Services (“CMS”), contracted Plan, and/or DentaQuest to comply with the following requirements.

For purposes of this Addendum, reference to “Participating Facility” means the individual or entity identified as a named party to the Agreement, its employees, contractors, and/or subcontractors, and those individuals or entities performing administrative services for or on behalf of Participating Facility and/or any of the above referenced individuals or entities performing services related to the Agreement. Participating Facility acknowledges that the requirements contained in this Addendum shall apply equally to the above-referenced individuals or entities.

Except as specifically amended hereby, the terms and conditions of the Agreement remain the same. In the event of a conflict between the Agreement and this Addendum, this Addendum will control with respect to Medicare Advantage Plans.

1. Compliance with Law. Participating Facility acknowledges that payment received for providing Covered Services to Members under the Agreement, in whole or in part, are deemed to be federal funds subject to all laws and regulations applicable to recipients of federal funds. As such, Participating Facility agrees to comply with all applicable Medicare laws, rules, and regulations, reporting requirements, CMS instructions, and applicable requirements of the contract between Plan and CMS (the “Medicare Contract”) and with all other applicable state and federal laws and regulations, as may be amended from time to time, including without limitation: (1) Federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including but not limited to applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.), and the anti-kickback statute (section 1128B(b) of the Social Security Act); and (2) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) administrative simplification rules at 45 C.F.R. parts 160, 162, and 164. [42 C.F.R. § 422.504(h), (i)(3)(iii), (i)(4)(v)].

2. Medicare Advantage Member Privacy and Confidentiality. Participating Facility agrees to comply with all state and federal laws, rules, and regulations, Medicare program requirements, and/or requirements in the Medicare Contract regarding privacy, security, confidentiality, accuracy, and/or disclosure of records (including, but not limited to, medical records), personally identifiable information, and/or protected health information and enrollment information including, without limitation: (1) HIPAA and the rules and regulations promulgated thereunder; (2) 42 C.F.R. § 422.504(a)(13); (3) 42 C.F.R. § 422.118; (4) 42 C.F.R. § 422.516; and (5) 42 C.F.R. § 422.310 regarding certain reporting obligations to CMS. Participating Facility also agrees to release such information only in accordance with applicable state and federal law or pursuant to court orders or subpoenas, to maintain the records and information in an accurate and timely manner, and to ensure timely access by Covered Persons to the records and information that pertains to them.

3. Audits; Access to and Maintenance of Records. Participating Facility shall permit inspection, evaluation, and audit directly by DentaQuest, Plan, the Department of Health and Human Services (DHHS) (or its designees), the Comptroller General (or its designees), the Office of the Inspector General, the Government Accountability Office (GAO), CMS, and as the Secretary of Health and Human Services may deem necessary to enforce the Medicare Contract, physical facilities and equipment, and any pertinent information including books, contracts (including any agreements between Participating Facility and its employees, contractors, and/or subcontractors providing services related to the Agreement), documents, papers, medical records, patient care documentation, and other records and information involving or relating to the provision of services under the Agreement, and any additional relevant

information that CMS may require (collectively, “Books and Records”). All Books and Records shall be maintained in an accurate and timely manner and shall be made available for such inspection, evaluation, or audit for a time period of not less than ten (10) years, or such longer period of time as may be required by law, from the end of the calendar year in which expiration or termination of this Agreement occurs or from completion of any audit or investigation, whichever is greater, unless CMS, an authorized federal agency, or such agency’s designee, determines there is a special need to retain records for a longer period of time, which may include but not be limited to: (i) up to an additional six (6) years from the date of final resolution of a dispute, allegation of fraud or similar fault; or (ii) completion of any audit should that date be later than the time frame(s) indicated above; (iii) if CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Books and Records at any time; or (iv) such greater period of time as provided for by law. Participating Facility shall cooperate and assist with and provide such Books and Records to DentaQuest, Plan, and/or CMS or its designee for purposes of the above inspections, evaluations, and/or audits, as requested by CMS or its designee and shall also ensure accuracy and timely access for Members to their medical, health, and enrollment information and records. Participating Facility agrees and shall require its employees, contractors, and/or subcontractors and those individuals or entities performing administrative services for or on behalf of Participating Facility and/or any of the above referenced individuals or entities: (i) to provide DentaQuest, Plan, and/or CMS with timely access to records, information, and data necessary for: (1) Plan to meet its obligations under its Medicare Contract(s); and/or (2) CMS to administer and evaluate the MA program; and (ii) to submit all reports and clinical information required by the Plan under the Medicare Contract. This provision shall survive termination of this Addendum [42 C.F.R. § 422.504(e)(4), (h), (i)(2), (i)(2)(i) and (ii), and (i)(4)(v).]

In accordance with applicable law: (1) nothing in this Agreement or any other agreement shall be construed to limit: (a) the authority of DentaQuest or the Plan to ensure participation in and compliance with its quality assurance, utilization management, member grievance, and other systems and procedures; (b) the DHHS’ authority to monitor the effectiveness of the Plan’s systems and procedures, or to require the Plan to take prompt corrective action regarding quality of care or Member appeals, grievances, and complaints; (c) DentaQuest’s or Plan’s authority to sanction or terminate a provider found to be providing inadequate or poor quality care or failing to comply with DentaQuest’s or Plan’s systems, standards, or procedures; and (2) Participating Facility shall participate and abide by the decisions of DentaQuest and/or Plan’s medical policy, quality assurance, medical management, utilization review, member grievance, and Medicare’s appeal system.

Where applicable, Participating Facility will participate in the collection and submission of data to CMS which includes, but is not limited to, the following: (a) inpatient hospital data for discharges; (b) physician, outpatient hospital skilled nursing facility, and home health agency data; and (c) all other data CMS deems necessary. Participating Facility shall certify the accuracy of the data that is collected and submitted to CMS where applicable. [42 C.F.R. §422.504(f)(2)]

4. Timely Submission of Claims. Participating Facility must file all claims within one (1) year of the date of service for such claim to be deemed timely filed. [42 C.F.R. § 424.44(a)]

5. Prompt Payment of Claims. DentaQuest and/or Plan and/or Participating Facility, as applicable, agree to process and pay or deny claims for Covered Services within thirty (30) calendar days of receipt of such claims in accordance with the Agreement. [42 C.F.R. § 422.520(b)(1) and (2).]

6. Hold Harmless of Members. Participating Facility hereby agrees: (i) that in no event, including but not limited to, non-payment by DentaQuest or Plan, DentaQuest or Plan’s determination that services were not Medically Necessary, DentaQuest or Plan insolvency, or breach of the Agreement, shall Participating Facility bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against a Member for amounts that are the legal obligation of DentaQuest or Plan; and (ii) that Members shall be held harmless from and shall not be liable for payment of any such amounts. Participating Facility further agrees that this provision (a) shall be construed for the benefit of Members; (b) shall survive the termination of this Agreement regardless of the cause giving rise to termination, and (c) supersedes any oral or written contrary agreement now existing or hereafter entered into between Participating Facility and Members, or persons acting on behalf of a Member. [42 C.F.R. § 422.504(g)(1)(i) and (i)(3)(i).]

For enrollees eligible for both Medicare and Medicaid, Participating Facility agrees that in no event will the enrollees be liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Participating Facility may not impose cost-sharing that exceeds the amount of cost sharing that would be permitted with respect to the individual under Title XIX (Medicaid) if the individual were not enrolled in such a plan. Participating Facility agrees to either accept the Plan payment as payment in full or bill the appropriate State source. [42 C.F.R. § 422.504(g)(1)(iii)]

Provider may notify a Member that certain medical services have been determined to be non-Covered Services according to the terms of the Plan and may, if the Member desires, make independent financial arrangements in advance, with written documentation thereof, and collect from such Member for such non-Covered Services. In the event that any charges for services which are determined to be non-Covered Services are billed by Participating Facility to DentaQuest, Plan, or to a Member who has not agreed in advance in writing to independent financial arrangements, and payment is made by DentaQuest, Plan, or Member, Participating Facility shall immediately, upon request by DentaQuest, Plan, or Member, refund to DentaQuest, Plan, or Member the full amount collected by Participating Facility attributable to the non-Covered Service.

As required by 42 C.F.R. § 1001.952(m)(1)(i) (“Price reductions offered to health plans”), in the case of services furnished to Members, Participating Facility shall not claim payment in any form from CMS or from any other agency of the United States or from any state for items and services furnished in accordance with the Agreement, except as may be approved by CMS or a State agency, nor shall Participating Facility otherwise engage in any shifting of costs or seek increased payments from the Medicare Advantage Program or any State health care program as a result of furnishing such services to Members.

7. Accountability. DentaQuest and Participating Facility hereby acknowledge and agree that Plan shall oversee and monitor the provision of services by Participating Facility and DentaQuest and shall be accountable under Plan’s Medicare Contract for services provided to Members under the Agreement regardless of the provisions of the Agreement or any delegation of administrative activities or functions to Participating Facility under the Agreement. [42 C.F.R. § 422.504(i)(1); (i)(4)(iii); and (i)(3)(ii).]

8. Delegated Activities. Participating Facility acknowledges and agrees that to the extent DentaQuest, in its sole discretion, elects to delegate any administrative activities or functions to Participating Facility, Participating Facility understands and agrees that: (i) Participating Facility may not delegate, transfer, or assign any of Participating Facility’s obligations under the Agreement and/or any separate delegation agreement without DentaQuest’s prior written consent; and (ii) Participating Facility must demonstrate, to DentaQuest’s satisfaction, Participating Facility’s ability to perform the activities to be delegated, and (iii) the parties will set out in writing: (1) the specific activities or functions to be delegated and performed by Participating Facility; (2) any reporting responsibilities and obligations pursuant to DentaQuest’s or Plan’s policies and procedures and/or the requirements of the Medicare Contract; (3) monitoring and oversight activities by DentaQuest or Plan, including without limitation review and approval by DentaQuest or Plan of Participating Facility’s credentialing process, as applicable, and audit of such process on an ongoing basis; and (4) corrective action measures, up to and including termination or revocation of the delegated activities or functions and reporting responsibilities if CMS, DentaQuest, or Plan determine that such activities have not been performed satisfactorily. [42 C.F.R. §§ 422.504(i)(3)(iii), (i)(4), and (i)(5).]

The parties agree that, notwithstanding anything set forth in the Agreement, the Plan monitors and oversees the performance of delegated activities and is accountable to CMS for any functions or responsibilities that are described in CMS regulations.

9. Compliance with DentaQuest and Health Plan Policies and Procedures. Participating Facility shall comply with all policies and procedures of DentaQuest and Plan including, without limitation, written standards for the following: (a) timeliness of access to care and member services; (b) policies and procedures that allow for individual medical necessity determinations (e.g., coverage rules, practice guidelines, payment policies); (c) Participating Facility consideration of Member input into Participating Facility’s proposed treatment plan; and (d) Plan’s compliance program which encourages effective communication between Participating Facility and Plan’s Compliance Officer and participation by Participating Facility in education and the CMS training program regarding the prevention, correction, and detection of fraud, waste and abuse, and other initiatives identified by CMS.

The aforementioned policies and procedures are identified in DentaQuest and Plan Participating Facility Manuals which are incorporated herein by reference and may be amended from time to time by DentaQuest or Plan. [42 C.F.R. § 422.112; 42 C.F.R. § 422.202(b); 42 C.F.R. § 422.504(a)(5); 42 C.F.R. § 422.503(b)(4)(vi)(C) & (D) & (G)(3).]

Provider shall report in writing to Plan within thirty calendar days of Participating Facility's knowledge of any and all civil judgments and "other adjudicated actions or decisions" against Participating Facility related to the delivery of any health care item or service (regardless of whether the civil judgment or other adjudicated action or decision is the subject of a pending appeal). "Other adjudicated actions or decisions" means formal or official final actions taken against a health care provider by a federal or state governmental agency or a health plan, which include the availability of a due process mechanism, and are based on acts or omissions that affect or could affect the payment, provision, or delivery of a health care item or service. An action taken following adequate notice and hearing requirement that meets the standards of due process set out in section 412(b) of the Health Care Quality Improvement Act (42 U.S.C. § 11112(b)) also would qualify as a reportable action under this definition. The fact that Participating Facility elects not to use the due process mechanism provided by the authority bringing the action is immaterial, as long as such a process is available to the subject before the adjudicated action or decision is made final.

10. Continuation of Benefits. Participating Facility agrees that except in instances of immediate termination by DentaQuest or Plan for reasons related to professional competency or conduct and upon expiration or termination of the Agreement, Participating Facility will continue to provide Covered Services to Members as indicated below and to cooperate with DentaQuest or Plan to transition Members to other Participating Facilities in a manner that ensures medically appropriate continuity of care. Participating Facility shall ensure that Members are informed of specific health care needs that require follow-up and receive, as appropriate, training in self-care and other measures they may take to promote their own health. In accordance with the requirements of the Medicare Contract, DentaQuest's or Plan's accrediting bodies and applicable law and regulation, Participating Facility will continue to provide Covered Services to Members after the expiration or termination of the Agreement, whether by virtue of insolvency or cessation of operations of DentaQuest or Health Plan, or otherwise: (i) for those Members who are confined in an inpatient facility on the date of termination until discharge; (ii) for all Members through the date of the applicable Medicare Contract for which payments have been made by CMS to DentaQuest or Plan; and (iii) for those Members undergoing active treatment of chronic or acute medical conditions as of the date of expiration or termination through their current course of active treatment not to exceed ninety (90) days unless otherwise required by item (ii) above. This continuation of benefit provision shall survive termination of this Addendum. [42 C.F.R. 422.504(g)(2) & (3), 42 C.F.R. §422.112(b)(5).]

11. Physician Incentive Plans. The parties agree: (i) that nothing contained in the Agreement nor any payment made by DentaQuest or Plan to Participating Facility is a financial incentive or inducement, whether direct or indirect (including but not limited to offerings of monetary value such as stock options and debt waivers) to reduce, limit, or withhold Medically Necessary services to Members; and (ii) that any incentive plans between DentaQuest or Plan and Participating Facility, and/or between Participating Facility and its employed or contracted physicians and other health care practitioners and/or providers shall be in compliance with applicable state and federal laws, rules, and regulations and in accordance with the Medicare Contract. Upon request, Participating Facility agrees to disclose to DentaQuest, Plan, or CMS the terms and conditions of any "physician incentive plan" as defined by CMS and/or any state or federal law, rule, or regulation. [42 C.F.R. § 422.208, 42 C.F.R. §422.210.]

12. Termination. Notwithstanding any provision regarding termination, no termination of the Agreement with or without cause or requested by Participating Facility shall be effective unless made in advance in writing to DentaQuest, not less than ninety (90) days prior to the anniversary date of the Agreement. DentaQuest, Plan, or their designee may terminate Participating Facility from this Medicare Advantage Plan upon ninety (90) days advance written notice to Participating Facility. If in DentaQuest's or Plan's judgment, Participating Facility has failed to cooperate with and abide by the decisions of DentaQuest's or Plan's medical policy, quality assurance, medical management, utilization review, member grievance, and/or Medicare's appeal systems, or is found to be harming Members, or if the continuation or participation negatively effects patient care, Participating Facility's participation in this Product may be terminated. Nothing set forth herein shall limit the ability of Plan to delegate all or a portion of these functions. DentaQuest or Plan hereby agrees to provide notice to Participating Facility when DentaQuest or Plan denies, suspends, or terminates the Agreement with Participating Facility and include: (a) the reason for the action,

(b) the standards and profiling data DentaQuest or Plan used to evaluate Participating Facility, (c) the numbers and mix of health care professionals needed for DentaQuest or Plan to provide adequate access to services, and (d) Participating Facility's right to appeal the action and the timing for requesting a hearing. [42 C.F.R. §422.111(e), 42 C.F.R. §422.202(d)(1-4)]

13. Treatment Standards. Participating Facility agrees to provide, in a manner consistent with professionally recognized standards of health care, all benefits covered by Plan. Participating Facility shall provide Covered Services to Members in accordance with the same standards and within the same time frames as generally provided by Participating Facility to other patients who are not Members and to not differentiate or discriminate in the treatment of or in the quality of services delivered to Members based on any factor related to health status (including, but not limited to, medical condition), age, race, color, national origin, religion, handicap, ancestry or marital status, claims experience, receipt of healthcare, medical history, genetic information, evidence of insurability (including conditions arising out of acts of domestic violence), ethnicity, sex, sexual orientation, source of payment, mental or physical disability, or participation in the Medicare Program. Participating Facility shall provide all services in a culturally competent manner to all Members, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds. [42 C.F.R. § 422.110(a), 42 C.F.R. §422.504(a)(3)(iii)]

14. Credentialing. To participate in any product offered to Medicare Members, each Provider in the Participating Facility must meet the credentialing standard established by DentaQuest and Plan, including re-credentialing at least once every three years. [42 C.F.R. § 422.204(b)(2)]

15. Exclusion. Participating Facility shall not employ or contract for the provision of health care, utilization review, medical social work, or administrative services with any individual excluded from participation in Medicare under section 1128 and 1128A of the Social Security Act. Participating Facility hereby certifies that no such excluded person currently is employed by or under contract with Participating Facility relating to the furnishing of these services to Members. Participating Facility must be Medicare certified at all times. Participating Facility shall notify DentaQuest upon any change in such status. [42 C.F.R. §422.752(a)(8); 42 C.F.R. § 422.220]

17. Fee Schedule. The Fee Schedule for the services rendered under Medicare Advantage Plans shall be in accordance with Fee Schedule A-1 attached hereto, except to the extent that a Medicare Advantage Plan shall have an alternative Fee Schedule. To the extent that a Medicare Advantage Plan shall have an alternative Fee Schedule, there shall be an amendment to this Agreement in the form so described in Addendum D.

18. Advance Directives. Participating Facility agrees to maintain written policies and procedures with respect to all adult individuals receiving medical care by or through Participating Facility about patient rights under applicable state and federal law to make decisions concerning medical care, including the right to accept or refuse medical or surgical treatment and the right to formulate advance directives. Participating Facility shall comply with the requirements of 42 C.F.R. § 422.128.

**ADDENDUM B
MEDICAID
FLORIDA**

This Florida Medicaid Addendum (this “Addendum”) is part of the Participating Facility Agreement between DentaQuest and Participating Facility (the “Agreement”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Except as specifically amended hereby, the terms and conditions of the Agreement remain the same. In the event of a conflict between the Agreement and this Addendum, this Addendum will control.

- 1. APPLICATION OF ADDENDUM.** This Addendum shall apply to all services provided by the Participating Facility to Members (“Medicaid Members”) enrolled in the Statewide Medicaid Managed Care Program in the State of Florida.

- 2. COMPLIANCE WITH AHCA AGREEMENT AND FEDERAL LAW.**
 - a. Participating Facility understands and agrees that it will be subject to all relevant duties and obligations imposed by the Florida Agency for Health Care Administration (“AHCA”) pursuant to the agreement between the Plan and AHCA (the “State Agreement”) and with all applicable requirements of 42 CFR Part 438, 42 CFR Part 455, and Chapter 641.315, F.S., as may be amended from time to time, including any background screening requirements as part of the credentialing process.

 - b. Participating Facility understands and agrees that the False Claims Act, 31 U.S.C. 3729, applies to claims covered under this Addendum. Specifically, Participating Facility understands that, with respect to services provided and claims submitted hereunder, it is prohibited from: (i) knowingly presenting or causing to be presented a false or fraudulent claim for payment or approval; (ii) knowingly making, using, or causing to be made or used, a false record or statement to get a false or fraudulent claim paid or approved; (iii) conspiring to defraud by getting a false or fraudulent claim paid or approved; or knowingly making, using or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit funds. Further, Participating Facility understands and agrees that breach of this requirement may result in the obligation to pay significant monetary penalties under the False Claims Act.

 - c. Participating Facility understands and agrees that DentaQuest maintains and operates a plan, along with specific policies and procedures, to detect and prevent waste, fraud, and abuse, and agrees to cooperate with such plan. Participating Facility further understands that any person or entity who reports any suspected waste, fraud and abuse may be protected under the law as whistleblowers.

 - d. Participating Facility understands and agrees that nothing in the Agreement with respect to DentaQuest’s performance under the State Agreement shall in any way relieve DentaQuest of any of its responsibilities for the provision of services or duties under the State Agreement. DentaQuest assures that all services and tasks related to this Agreement shall be performed by DentaQuest in accordance with the terms of the State Agreement.

- 3. DEFINITIONS.** For purposes of this Addendum:
 - a. Program shall mean the Medicaid Managed Care Program operated by AHCA.

 - b. Claim shall mean a bill for services, a line item of service, or all services for one Medicaid Member within a bill.

- c. Clean Claim shall mean a Claim that can be processed without obtaining additional information from the Participating Facility of the service or from a third party. It may include a Claim with errors originating from the Plan's claims system. It may not include a Claim from a Participating Facility who is under investigation for fraud or abuse, or a Claim under review for Medical Necessity.
- d. Covered Services shall mean all services covered under the Program that Participating Facility is eligible to provide and shall be set forth in the ORM which shall include all applicable prior authorization requirements, acceptable billing codes, and populations to be served under this Agreement.
- e. Emergency Services shall mean a medical screening examination, as required under section 1867 of the social security act (42 U.S.C. 1395dd), that is within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department to evaluate that emergency medical condition, and further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the hospital, as are required under section 1867 of the social security act (42 U.S.C. 1395dd) to stabilize the patient. Stabilize, with respect to an emergency medical condition, has the meaning given in section 1867(e)(3) of the social security act (42 U.S.C. 1395dd(e)(3)).

4. PARTICIPATING FACILITY REQUIREMENTS

- a. Agreements Made by Participating Facility. Any contract or agreement entered into by Participating Facility for the purpose of carrying out any aspect of this Agreement shall include assurances that the individuals signing the contract or agreement are so authorized and that the contract or agreement follows all requirements of this Agreement.
- b. Payment from Medicaid Members. Participating Facility shall not seek or accept payment from any Medicaid Member for any Covered Service rendered, nor shall Participating Facility have any claim against or seek payment from AHCA for any Covered Service rendered to a Medicaid Member. Participating Facility shall look solely to the Plan for payment with respect to Covered Services rendered to Medicaid Members. Furthermore, Participating Facility shall not maintain any action at law or equity against any Medicaid Member or AHCA to collect any sums that are owed by the Plan under the State Agreement for any reason, even in the event that the Plan fails to pay for or becomes insolvent or otherwise breaches the terms and conditions of the State Agreement. This requirement shall survive the termination of the Agreement for services rendered prior to the termination of the Agreement, regardless of the cause of the termination.
- c. Expanded Benefits. Participating Facility shall not seek payment from AHCA or any Medicaid Member for any services that are provided as Expanded Benefits, nor for any copayments for such services.
- d. Missed Appointments. Participating Facility shall not bill Medicaid Members for missed appointments or refuse to provide services to Medicaid Members who have missed appointments. Participating Facility shall work with Medicaid Members and DentaQuest to assist Medicaid Members in keeping their appointments.
- e. Services Provided. Participating Facility shall not refuse to provide services to a Medicaid Member because the Medicaid Member has an outstanding debt with Participating Facility from a time prior to the Medicaid Member becoming a Medicaid Member.
- f. Billing Medicaid Members. Participating Facility shall not charge Medicaid Members for any service that (i) is not a Medically Necessary Covered Service; (ii) that there may be other Covered Services available to meet the Medicaid Member's needs; and (iii) where the Participating Facility did not explain items (i) and (ii) and (iii), that the Medicaid Member will be liable to pay the

Participating Facility for the provision of any such services. The Participating Facility shall maintain documentation to comply with this provision.

- g. Timely Submission of Claims. Participating Facility shall submit timely, complete, and accurate claims to DentaQuest in accordance with all federal, state, and AHCA requirements, and shall promptly submit all other information requested by DentaQuest necessary to make payment to Participating Facility under the Agreement. Participating Facility must file all claims within one (1) year of the date of service for such claims to be deemed timely filed.
- h. Overpayment. Participating Facility, in compliance with 42 CFR 438.608(d)(2), agrees to promptly notify DentaQuest in writing if Participating Facility receives an overpayment and the reason for such overpayment, if known. Further, Participating Facility shall return to DentaQuest the full amount of such overpayment within sixty (60) days after the date on which an overpayment is identified.
- i. Review and Inspection of Books and Records. Participating Facility agrees that AHCA, CMS, and HHS may evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services provided by Participating Facility under this Agreement. In addition, Participating Facility agrees to make all pertinent administrative and medical records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, or copying by AHCA, CMS, HHS, the Comptroller General, or any other authorized representatives of the State of Florida or the U.S. Government, or their designees or contractors. Such records shall be maintained and available for ten (10) years following termination of the Agreement.
- j. Medical Records. Participating Facility agrees to comply with all statutory and regulatory requirements applicable to Medicaid Member medical records.
- k. Transfer of Members. Participating Facility agrees to ensure immediate transfer of Medicaid Member to another facility if the Medicaid Member's health or safety is in jeopardy. Additionally, Participating Facility agrees to cooperate in all respects with other facilities in order to assure maximum health outcomes for enrollees in the event of transfer of any enrollee.
- l. Hours of Operation. Participating Facility shall offer hours of operation that are no less than the hours of operation offered to commercial patients.
- m. Access. Participating Facility shall provide physical access, reasonable accommodations, and accessible equipment for Medicaid Members with special health care needs, including physical, intellectual, or developmental disabilities.
- n. Treatment Options. Participating Facility shall provide information to Medicaid Members regarding treatment options, including the option of no treatment, in a culturally competent manner and shall ensure that individuals with disabilities have effective communications in making decisions regarding treatment options pursuant to the requirements of the State Agreement or as otherwise may be required by law.
- o. Records. Participating Facility shall maintain appropriate records relating to services provided pursuant to the State Agreement, including, as applicable:
 - (i) records related to services provided to Medicaid Members, including a separate medical record for each Medicaid Member;
 - (ii) all financial records and statistical data that AHCA and any other authorized governmental agency may require, including books, accounts, journals, ledgers, and all financial records relating to capitation payments, third party health insurance recovery, and other revenue received and expenses incurred under the Agreement;

- (iii) all documents concerning enrollment fraud or the fraudulent use of any client identification number (“CIN”);
- (iv) all documents concerning duplicate CINs; and
- (v) appropriate financial records to document fiscal activities and expenditures, including records relating to the sources and application of funds and to the capacity of Participating Facility, if applicable, to bear the risk of potential financial losses.

Participating Facility shall maintain all financial records and statistical data according to generally accepted accounting principles.

- p. Records Retention. Participating Facility shall preserve and retain all records relating to performance under the State Agreement in readily accessible form during the term of the Agreement and for a period of ten (10) years thereafter, and in the case of a minor, for six (6) years after reaching the age of majority. All provisions of this Addendum relating to record maintenance and audit access shall survive the termination of the Agreement and shall bind Participating Facility until the expiration of a period of ten (10) years commencing with termination of the Agreement or, if an audit is commenced, until the completion of the audit, whichever occurs later. If Participating Facility becomes aware of any litigation, claim, financial management review, or audit that is started before the expiration of the ten (10) year period, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involved in the record have been resolved and final action taken. If Agreement is continuous, Participating Facility must request and obtain approval from DentaQuest for disposition of records.
- q. Marketing Materials. As required under State or federal law or the applicable State Agreement, any marketing materials developed and distributed or displayed by Participating Facility in relation to the Agreement must be submitted to DentaQuest to submit to AHCA for prior approval.
- r. Compliance with Federal Guidelines. Participating Facility agrees that federal and State laws, regulations, and guidelines pertaining to the Program and Medicaid managed care organizations apply to Participating Facility. Participating Facility shall comply with all such laws, regulations, and guidelines, including but not limited to 42 CFR 434, 42 CFR 438.6, and 42 CFR 438.224, as may be amended from time to time and to the extent applicable to Participating Facility in performance of the Agreement.
- s. Program Integrity. Participating Facility shall cooperate fully with the policies and procedures of the Plan and DentaQuest designed to protect program integrity and prevent and detect potential or suspected fraud, waste, and abuse in the administration and delivery of services under the State Agreement. In addition, Participating Facility shall cooperate and assist AHCA and any other State or federal agency charged with the duty of preventing, identifying, investigating, sanctioning, or prosecuting suspected fraud, abuse, or waste in state and federal health care programs.
- t. Lobbying. Participating Facility shall comply with the following provisions regarding lobbying:
 - (i) Prohibition on Use of Federal Funds for Lobbying. Participating Facility agrees, pursuant to 31 U.S.C. Section 1352 and 45 CFR Part 93, that no federally appropriated funds have been paid or will be paid to any person by or on Participating Facility's behalf for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Participating Facility

agrees to complete and submit to DentaQuest the “Certification Regarding Lobbying” attached to this Addendum if the value of the Agreement exceeds \$100,000.

(ii) Disclosure Form to Report Lobbying. 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 Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the value of the Agreement exceeds \$100,000, Participating Facility shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- u. Provider Eligibility. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Participating Facility certifies, by signing the Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department agency. Participating Facility further represents that it has not been sanctioned or prohibited from participation in federal health care programs under either section 1128 or section 1128A of the Social Security Act, excluded or terminated from the Medicaid program by AHCA, or had a required license suspended by the State of Florida.
- v. Equal Opportunity. Participating Facility shall comply with all relevant federal and State statutes, regulations and orders related to equal opportunity in employment, including but not limited to, compliance with E.O. 11246, “Equal Employment Opportunity” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- w. Insurance. Participating Facility shall notify DentaQuest within five (5) business days in the event of a lapse in its general liability or medical malpractice insurance, or if its assets fall below the amount necessary for licensure under Florida Statutes.
- x. Indemnification. Participating Facility shall protect, defend, indemnify, and hold harmless DentaQuest, AHCA, and Medicaid Members, and each of their agents, officers, administrators, directors, and employees (the “Indemnitees”) from and against any and all claims, demands, actions, damages, liabilities, costs, and expenses, including court costs and reasonable attorney’s fees, incurred by Indemnitees for damages, including without limitation bodily injury, personal injury, death, property damage, punitive damages, or any other claim brought by any person arising out of or in connection with the performance of medical services, or proximately caused by any negligent act or other wrongful conduct arising from this Agreement by Participating Facility or any of its employees or agents.
- y. Indemnification Obligations Irrespective of Insurance. Participating Facility’s indemnity obligations shall not be limited to the insurance provisions of this Agreement, as the parties intend and agree that Participating Facility shall be fully responsible for liabilities assumed, regardless of the presence or absence of insurance. This indemnification requirement survives termination of the Agreement, including for breach of the Agreement due to the insolvency of Participating Facility.
- z. Workers Compensation Insurance. Participating Facility shall secure and maintain workers’ compensation insurance covering its employees that provide services under this Agreement, in accordance with the requirements of the Florida Workers’ Compensation Law.
- aa. Cooperation with Investigations. Participating Facility shall cooperate in any investigation by AHCA or any other State or federal agency with jurisdiction over the Program or any subsequent legal action that may result from such an investigation.

- bb. Physician Incentive Plans or Dental Provider Incentive Program (DPIP). The parties agree: (i) that nothing contained in the Agreement nor any payment made by DentaQuest or Plan to Participating Facility is a financial incentive or inducement, whether direct or indirect (including but not limited to offerings of monetary value such as stock options and debt waivers) to reduce, limit, or withhold Medically Necessary services to Members; and (ii) that any incentive plans between DentaQuest or Plan and Participating Facility, and/or between Participating Facility and its employed or contracted physicians and other health care practitioners and/or providers shall be in compliance with applicable state and federal laws, rules, and regulations and in accordance with the Medicare Contract. Upon request, Participating Facility agrees to disclose to DentaQuest, Plan or CMS the terms and conditions of any “physician incentive plan” as defined by CMS and/or any state or federal law, rule or regulation. [42 C.F.R. § 422.208, 42 C.F.R. §422.210.]
- cc. Public Health Providers. If Participating Practice meets the definition of “public health provider” as defined by AHCA or other applicable State Agency, such Participating Practice shall contact DentaQuest before providing dental care services to Members and provide DentaQuest with the results of the office visit, including test results.

5. DENTAQUEST REQUIREMENTS

- a. Audits. Either Plan or DentaQuest, as the case may be, shall retain the right to audit Participating Facility’s claims for a ten (10) year period from the date the care, services, or supplies were provided or billed, whichever is later, and to recoup any overpayments discovered as a result of the audit. This ten (10) year limitation does not apply to situations in which fraud may be involved or in which Participating Facility or an agent of Participating Facility prevents or obstructs DentaQuest’s or Plan's auditing. In the event that the Participating Facility is required to submit hard copy records in response to a DentaQuest request with regards to a retrospective review for purposes of its utilization management program, reimbursement will be made to Participating Facility according to the prevailing rate set forth by CMS in 42 CFR Parts 438 and 456 (as applicable), currently set at twelve cents (\$0.12) per page or up to fifteen dollars (\$15.00) maximum per record.
- b. Payments. Plan shall make payments to Participating Facility for items and services covered under the State Agreement on a timely basis, consistent with the claims payment procedures and requirements set forth in applicable State and Federal laws, including 42 CFR 447.46, 42 CFR 447.45(d)(2), 42 CFR 447.45(d)(3), 42 CFR 447.45(d)(5) and 42 CFR 447.45(d)(6), and Chapter 641.3155, F.S., as applicable and as may be amended from time to time. Clean Claims submitted electronically must be paid within thirty (30) days. Clean Claims submitted by paper or facsimile must be paid within forty-five (45) days. If third party liability exists, payment of claims shall be determined in accordance with federal and/or State third party liability law and the terms of the State Agreement. DentaQuest’s process and timing for updating its claim processing system when AHCA’s fee schedules are updated, whether based upon the effective date or promulgated date of the fee schedule change, and for reprocessing claims shall be set forth in the ORM.
- c. Limited Restrictions. Neither Plan nor DentaQuest shall prohibit or restrict Participating Facility in any way from the following:
 - (i) Disclosing to any Medicaid Member, patient, designated representative, or where appropriate, prospective Medicaid Member, any information that Participating Facility deems appropriate regarding: (i) a condition or a course of treatment with such Medicaid Member, patient, designated representative, or prospective Medicaid Member, including the availability of other therapies (including any alternative treatment that may be self-administered), consultations, or tests; (ii) the Medicaid Member’s health status or medical care; or (iii) the provisions, terms or requirements of the Plan’s products under the State Program, or any other information the enrollee needs to decide among all relevant treatment options, as they relate to the Medicaid Member, where applicable.

- (ii) Filing a complaint or making a report or comment to an appropriate governmental body regarding the policies or practices of DentaQuest or Plan when Participating Facility believes the policies or practices negatively impact on the quality of, or access to, patient care.
 - (iii) Advocating to DentaQuest or Plan on behalf of a Medicaid Member for approval or coverage of a particular treatment or for the provision of health care services, or in any part of the grievance and appeal system or UM process, or individual authorization process to obtain necessary services.
 - (iv) Advocating on behalf of a Medicaid Member regarding the risks, benefits, and consequences of treatment or non-treatment, and options for alternative treatments.
 - (v) Advocating on behalf of a Medicaid Member regarding the right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. [42 CFR 438.102 (a)(1).]
- d. Delegated Activities. Participating Facility acknowledges and agrees that to the extent DentaQuest, in its sole discretion, elects to delegate any administrative activities or functions to Participating Facility, Participating Facility understands and agrees that: (i) Participating Facility may not delegate, transfer, or assign any of Participating Facility's obligations under the Agreement and/or any separate delegation agreement without DentaQuest's prior written consent; and (ii) Participating Facility must demonstrate, to DentaQuest's satisfaction, Participating Facility's ability to perform the activities to be delegated, and (iii) the parties will set out in writing: (1) the specific activities or functions to be delegated and performed by Participating Facility; (2) any reporting responsibilities and obligations pursuant to DentaQuest's or Plan's policies and procedures and/or the requirements of the Medicare Contract; (3) monitoring and oversight activities by DentaQuest or Plan including without limitation review and approval by DentaQuest or Plan of Participating Facility's credentialing process, as applicable, and audit of such process on an ongoing basis; and (4) corrective action measures, up to and including termination or revocation of the delegated activities or functions and reporting responsibilities if CMS or DentaQuest or Health Plan determines that such activities have not been performed satisfactorily. The parties agree, notwithstanding anything set forth in the Agreement, that the Plan monitors and oversees the performance of delegated activities and is accountable to CMS for any functions or responsibilities that are described in the CMS regulations.
- e. Participation in Network. Participating Facility acknowledges and agrees that DentaQuest may execute provider agreements pending the outcome of the provider enrollment process; and that DentaQuest must terminate a network provider immediately upon notification from the Agency that the network provider cannot be enrolled, or upon expiration of the one hundred twenty (120) day period without enrollment of the provider and notify affected enrollees in accordance with 42 CFR 438.602(b)(2).
- f. Quality Management. Participating Facility acknowledges and agrees that specific reports and clinical information required by DentaQuest for quality improvement or other administrative purposes out of claims processing shall be set forth in DentaQuest policies and procedures and shall be made available to Participating Practice upon request.

ADDENDUM B-1

FLORIDA MEDICAID FACILITY FEE SCHEDULE

This Florida Medicaid Facility Fee Schedule Addendum (this “Addendum”) is part of the Dental Participating Facility Agreement between DentaQuest and the Participating Facility (the “Agreement”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Except as specifically amended hereby, the terms and conditions of the Agreement remain the same. In the event of a conflict between the Agreement and this Addendum, or another addendum and this Addendum, this Addendum will control.

1. Application of Addendum. This Addendum shall apply to the provision of Covered Services provided by the Participating Facility to Medicaid Members enrolled in the Statewide Medicaid Managed Care Program in the State of Florida.
2. Compensation. Participating Practice shall be compensated according to the lesser of: (i) Participating Facility’s actual billed usual and customary charges; or (ii) 100% of the Medicaid fee schedule as adjusted in accordance with the most recent version of the Florida Title XIX Outpatient Hospital Reimbursement Plan as applicable.

ADDENDUM C

STATE REQUIREMENTS

FLORIDA

This State Requirements Addendum (the “Addendum”) is part of the Dental Participating Facility Agreement between DentaQuest and Participating Facility (the “Agreement”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Except as specifically amended hereby, the terms and conditions of the Agreement remain the same. In the event of a conflict between the Agreement and this Addendum, this Addendum will control.

1. Application of Addendum. This Addendum shall apply to all services provided by the Participating Facility to Members enrolled in group and individual Plans for which DentaQuest is administering the dental benefits in the State of Florida (“Plans”), except to the extent a provision conflicts with another Addendum attached hereto, in which case the provision in the other Addendum shall control.
2. Nonpayment for Goods or Services; Notice of Termination: Nonpayment by DentaQuest for Goods or Covered Services rendered by the Participating Facility does not relieve the Participating Facility of providing to DentaQuest the required sixty (60) days prior written notice of termination.
3. Termination; Notice: Either party may terminate the Agreement without cause, upon sixty (60) days prior written notice. However, in a case in which a patient’s health is subject to imminent danger or Participating Facility’s ability to provide care is impaired by an action of any governmental agency, DentaQuest need not provide advance written notice. [Chapter 641.315(2)(b), F.S.]
4. Reason for Termination: The Parties agree that in the event of termination of the Agreement by either Party, the terminating Party shall provide a written reason for such termination which may include business reasons of the terminating Party. The Parties agree and understand that any information provided for the reason for termination of the Agreement does not create any new administrative or civil actions and may not be used as substantive evidence in any such action but may be used for impeachment purposes.
5. Remedies Following Provider Termination: In the event a Provider’s participation is terminated pursuant to this Agreement for any reason, Provider shall use the applicable appeals procedures outlined in this Agreement. No additional or separate right of Appeal to the Agency or DentaQuest is created as a result of DentaQuest’s act of terminating, or decision to terminate, any Provider under this Agreement.