

PARTICIPATING PRACTICE AGREEMENT

THIS PARTICIPATING PRACTICE 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 the Practice we are contracting with] (hereinafter referred to as "Participating Practice") (collectively, the “Parties”).

Participating Practice 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 Practice’s providers have a United States of America unrestricted license to practice dentistry and/or anesthesiology in a state and desires to provide 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 Practice, 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 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, 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 Participating Practice 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) “Provider” means a doctor of dentistry and/or anesthesiology, duly licensed and qualified under the applicable laws, who practices as a shareholder, partner, contractor, or employee of Participating Practice and utilizes a Provider’s tax identification number (“TIN”) in connection therewith (see Exhibit 1).
- (o) “State” as used in this agreement, refers to the State in which Provider is providing covered services to Members.

2. Services

- (a) Services. Participating Practice agrees to provide Covered Services for Members pursuant to the provisions of this Agreement, all Addendums to this Agreement, DentaQuest’s policies and procedure manuals, and Plan Certificates, as may be 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 program.
- (d) Credentialing. DentaQuest shall credential all Providers in accordance with the National Committee for Quality Assurance (“NCQA”) standards.

3. Participating Practice Obligations

- (a) Services. Participating Practice shall provide Covered Services to Members. Participating Practice 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 Practice represents and warrants that neither Participating Practice nor any Providers included herein are included on the Office of Inspector General Exclusion List, which identifies individuals and entities excluded from participation in federal healthcare programs. Participating Practice must immediately notify DentaQuest if Participating Practice or any Provider included herein becomes included on the Office of Inspector General Exclusions List.
- (c) Submission of Claims. Participating Practice shall submit claims for Covered Services rendered to Members to DentaQuest in a manner and format prescribed by DentaQuest. Participating Practice 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 Practice must submit all claims within ninety (90) days of the performance of services. Participating Practice shall submit claims electronically to DentaQuest in a format approved by DentaQuest. If DentaQuest does not approve the electronic format proposed by Participating Practice or if Participating Practice is unable to submit claims electronically, paper claims must be submitted on a standard 2012 or newer ADA claim form or a format that has been approved by DentaQuest in advance. Participating Practice agrees to accept electronic payment and electronic remittance/explanation of benefits. Participating Practice 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 Practice 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 Practice 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. Provider shall make their services accessible to Members during the same hours and in the same manner as Participating Practice would treat non-Members.

Participating Practice 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 Practice agrees to provide physical and program accessibility of 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 Practice 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 Practice 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. Participating Practice agrees to provide services as listed in the appropriate addendums (within Participating Practice's scope of practice).

- (f) Records. Participating Practice hereby acknowledges and agrees to:
1. Maintain adequate dental/medical, financial and administrative records related to Covered Services rendered by Participating Practice 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 Participating Practice or 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 Participating Practice nor 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 Practice and all Providers agree 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 Practice, Providers, 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 Practice, Providers, and DentaQuest agree to conduct their respective activities, as described herein, in accordance with the applicable provisions of HIPAA and such implementing regulations. Participating Practice, Providers, 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 Practice, Providers, and DentaQuest shall conduct good faith negotiations to amend this Agreement. Provider shall maintain adequate dental/medical, financial, and administrative records related to covered services rendered by Participating Practice or Providers in accordance with Federal and State law.
 3. Cooperate and provide Oversight Entities with access to each Member's 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.
 5. That any and all Member records will be maintained for a period not less than the minimum required by State or ten (10) years, whichever is longer, and shall allow access to said records for review or audit upon request.
 6. 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 Participating Practice 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.
 7. Allow duly authorized agents or representatives of Oversight Entities, during normal business hours and other reasonable times, access upon demand to Participating Practice's premises to inspect, audit, monitor, or otherwise evaluate the performance of Participating Practice 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 pursuant to quality management programs or peer review programs. Participating Practice 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 Practice 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 Practice's activities. Oversight entities shall comply with applicable laws and regulations, including those pertaining to privacy and confidentiality, with respect to such information.

- (g) Authority of Participating Practice. Participating Practice represents and warrants that it has full authority to bind Providers as listed in Exhibit 1 of this Agreement.
- (h) Additional Providers. Subject to paragraph 3(b), if Participating Practice wishes to add Providers, then Participating Practice shall inform DentaQuest of the request in writing. Such Provider may not provide services under this Agreement until Provider has been credentialed by DentaQuest. Once credentialed, a Provider will automatically become a signatory hereto and be included in the list of Providers rendering services pursuant to the terms of the Agreement.
- (i) Compensation of Provider. Participating Practice shall require all Providers to agree to look solely to Participating Practice for payment for Covered Services under this Agreement.
- (j) Insurance. Participating Practice shall procure and maintain liability insurance with limits as required by law or in accordance with customary practices, at their own cost. Participating Practice shall provide evidence of such coverage to DentaQuest upon participation in the credentialing process and thereafter as requested by DentaQuest.
- (k) Quality of Services. Participating Practice on behalf of Providers 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 Practice shall protect, defend, indemnify and hold harmless DentaQuest and each of its agents, officers, administrators, directors and employees (the "Indemnitee") from and against any and all claims, demands, actions, damages, liabilities, costs and expenses incurred by Indemnitee 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 medical services by Participating Practice and Providers. Participating Practice's indemnity obligations shall not be limited to the insurance provisions of this Agreement, as the parties intend and agree that Participating Practice shall be fully responsible for liabilities assumed, regardless of the presence or absence of insurance.

4. Professional Requirements

- (a) Licensure. Participating Practice, Providers, and Participating Practices' employees or agents rendering services to Members shall be appropriately licensed to render such services as required by State or Federal law or regulatory agencies, and such licenses shall be maintained in good standing. Participating Practice shall provide DentaQuest a copy of said license(s) upon request.
- (b) Restriction of Licensure. Participating Practice shall notify DentaQuest within two (2) business days of the loss or restriction of Participating Practice or any Providers' DEA permit or medical license or any other action that limits or restricts Provider's ability to practice medicine.

- (c) Professional Training. Participating Practice, Providers, and all Participating Practices 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 Practice, Providers, and Participating Practices employees or agents rendering services to Members shall provide medical care which meets or exceeds the standard of care for physicians in the region and shall comply with all standards for physicians as established by any State or Federal law or regulation.
- (e) Continuing Education. Participating Practice and Participating Practice'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. Providers must meet the minimum requirements for participation in the program(s) as provided by the State and/or Plan.
- (g) National Provider Identification. Providers rendering services to Members must have a National Provider Identifier (NPI). The NPI shall be included in Exhibit 1.

5. Compensation

- (a) Fee Schedule. Participating Practice shall be compensated directly by DentaQuest in accordance with the applicable Fee Schedule/s attached corresponding to product types.
- (b) Hold Harmless. Participating Practice 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 Practice 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 Practice agrees that it shall hold the Agency or 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 Practice 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 Practice and the Member or persons acting on the Member's behalf.

- (c) Non-Covered Services. Pursuant to section 5(d), Participating Practice 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 Practice 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 this service is non-covered and the Member will be billed separately for such service.
- (d) Coordination of Benefits. Participating Practice shall notify DentaQuest whenever Participating Practice 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, Participating Practice agrees that DentaQuest's obligation to Participating Practice 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, Participating Practice 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 Practice will refund (reduced by any payments the Member may have made to Provider) the aggregate compensation Participating Practice received from the other health benefits plan for the Covered Services in question.

- (f) Plan Reimbursement. Compensation of Participating Practice 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 Practice 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 Practice according to the terms of this Agreement.
- (g) Continuation of Care. Participating Practice 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 Practice 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 in 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 Practice 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 Practice's past performance and practice patterns, and a review of records and evaluations pertaining to Participating Practice's participation in the delivery of care.
- (c) Plan and Regulatory Agency Oversight. Participating Practice acknowledges and agrees that nothing in the Agreement shall be construed to limit: (a) the authority of DentaQuest to ensure Participating Practice'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 Practice found to be providing inadequate or poor quality care or failing to comply with Plan's systems, standards or procedures.

Participating Practice 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 Practice 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 Practice's participation in Plan may also be terminated.

- 7. **Additional Requirements.** DentaQuest and Participating Practice agree to abide by the requirements of this Agreement, including all Addenda attached hereto, that are applicable to the products in which Participating Practice is participating in, specifically including Addendum A, Medicare Requirements,

Addendum B, Medicaid Requirements, and Addendum C, State Requirements. To the extent the terms of the Agreement and the Addendum are in conflict, the Addendum shall control.

8. Independent Contractors

- (a) Professional Relationship. Participating Practice and all Providers are independent contractors and are responsible for maintaining a professional relationship with Members. Participating Practice is responsible for Providers' own acts or omissions in Providers' professional practice, as well as those acts or omissions of Participating Practice's employees and agents including, but not limited to, all employed Providers. No action by DentaQuest has or is intended to have the effect of infringing upon Provider's care and treatment of Members, including without limitation all decisions with respect to administration, treatment, or discharge of a Member.
- (b) Appropriate Treatment. Providers may freely communicate with patients regarding their treatment and applicable treatment alternatives, regardless of benefit coverage limitations. Neither Participating Practice nor Providers 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 Practice from providing or recommending such care to Members as Participating Practice deems to be appropriate and that determination may not be considered to be a medical determination made by DentaQuest.
- (c) Interpretation. Notwithstanding anything in the Agreement, any Exhibit or Addendum none of the terms of the Agreement, Exhibits or Addenda shall be construed.
1. As an inducement to Participating Practice to reduce or limit medically necessary health care services to a covered Member;
 2. As a penalty to Provider that assists an enrollee to seek a reconsideration of DentaQuest's decision to deny or limit benefits to the Member;
 3. As a limit or other restriction on Provider's ethical and legal responsibility to fully advise Members about their medical condition and about medically appropriate treatment options;
 4. As a penalty to Provider for principally advocating for medically necessary services;
 5. As a penalty to Provider for providing information or testimony to a legislative or regulatory body or agency. This shall not be construed to prohibit DentaQuest from penalizing a Participating Practice or Provider that provides information or testimony that is libelous or slanderous, or that discloses trade secrets that Participating Practice or Provider has no privilege or permission to disclose, or that is otherwise not in accordance with 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 a particular provider has complied with these protocols.

9. Term and Termination

- (a) Term. This Agreement shall begin on the Effective Date and shall end one (1) year from such date. Thereafter, this agreement shall automatically renew for successive one (1) year periods unless either party provides notice of its intent not to renew.

- (b) Termination. This Agreement may be terminated as follows:
- i. By DentaQuest upon ninety (90) days prior written notice without cause.
 - ii. By Participating Practice 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 Practice or Provider, DentaQuest has the option to immediately terminate Participating Practice or Provider's designation as a Participating Practice or Provider:
 1. the death of Provider;
 2. the loss or suspension of the medical license of Provider;
 3. the loss or suspension of Provider's drug enforcement administration license, or the loss of Provider's unrestricted prescribing privileges;
 4. the loss of Participating Practice or Provider's liability insurance;
 5. Participating Practice or Provider being restricted or excluded from receiving payments from Medicare or Medicaid;
 6. Provider is convicted of any felony;
 7. Provider is convicted of any offense involving DentaQuest or Plan;
 8. the failure of Participating Practice or Provider to meet any quality assurance, credentialing, or grievance program requirements of DentaQuest, Plan or any State or Federal regulatory agency or their designees;
 9. Participating Practice or Provider intentionally and purposefully do not comply with the referral and notification requirements of DentaQuest, Plan, or any State or Federal regulatory agency or their designees;
 10. Participating Practice or Provider fails to cooperate with DentaQuest in the provision of cost-effective, quality services to Members, or any audits, peer review matter or other investigation;
 11. Participating Practice or Provider is found to be harming Members or to present a risk of imminent harm to Members;
 12. fraud or malfeasance of Participating Practice or Provider; or
 13. any adverse regulatory or legal finding with respect to Participating Practice or Provider.
- (c) Effect of Termination. In the event of termination of this Agreement, Participating Practice agrees to complete any treatment in progress and/or assist in the orderly transfer of Members to another provider, as requested by DentaQuest. Participating Practice must continue to provide services through the term of the period for which premiums have been paid. Participating Practice shall

notify Members with written notification of the termination of a Participating Practice 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. Provider 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 Practice may disclose the contents of this Agreement to the legal representative of Participating Practice, 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 Practice at least thirty (30) days prior to its effective date. If Participating Practice does not object to such Amendment or Restated Agreement in writing within such notice period, Participating Practice shall be deemed to have accepted the proposed Amendment or Restated Agreement as of the end of the notice period. In the event Participating Practice objects within the thirty (30) day notice period, by providing written notice to DentaQuest, the Agreement shall be considered terminated.
- (d) Change in Status. Participating Practice understands that Participating Practice must inform DentaQuest of any and all changes including address, telephone number, group affiliations, and changes in Participating Practice's legal and contractual relationship to and with Participating Practices' employees and agents who are also a party to this Agreement, as such must be communicated in writing to DentaQuest or DentaQuest may elect to immediately terminate this Agreement.
- (e) Waiver of Breach. The waiver by either party of a breach of violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- (f) Governing Law. This Agreement shall be governed in all respects by the laws of the State.
- (g) Responsibility for Actions. Each party shall be responsible for any and all claims, liabilities, damages, or judgments that may arise as a result of its own negligence or intentional wrongdoing.
- (h) Severability. The invalidity or unenforceability of any term of condition shall in no way affect the validity or enforceability of the remainder of this Agreement.
- (i) Assignment and Delegation. DentaQuest may assign this Agreement immediately upon written notice to Participating Practice. Participating Practice must obtain DentaQuest's prior written consent to assign this Agreement. DentaQuest may delegate or assign any of its rights or obligations to any of affiliates without notice, subject to any applicable laws.
- (j) Notice. Any notices required to be given pursuant to the terms and provision hereof shall be sent by mail, addressed to:

DentaQuest at: DentaQuest of Florida, Inc.
Attn: Provider Information
PO Box 2906
Milwaukee, WI 53201-2906

and to Participating Practice at the correspondence address provided on DentaQuest's provider participation application.

- (k) Form. All words used herein in the singular number shall extend to and include the plural. All words used in the plural numbers shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- (l) Entire Agreement. This Agreement, together with all subordinate and other documents and exhibits incorporated herein, constitutes the final and entire expression of the Agreement between the parties with respect to the subject matter contained herein and expressly supersedes all prior and contemporaneous representations, statements, drafts, correspondence or similar understanding or documents, including, without limitation all prior participation agreements between the parties.
- (m) Errors. DentaQuest shall make every effort to maintain accurate information; however, DentaQuest shall not be held liable for any damages directly or indirectly due to typographical errors. Participating Practice agrees to immediately notify DentaQuest of any errors.

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

Participating Practice 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: ____/____/____

EXHIBIT 1

PROVIDERS

Please list the name of all individual physicians providing services under the terms of this Agreement. (Please Type or Print; additional lines may be added, as necessary)

Providers Name Specialty NPI

ADDENDUM A

Medicare Advantage

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

Participating Practice agrees to the following terms and conditions as they pertain to services rendered to Members enrolled in an applicable Medicare Advantage Plan. Participating Providers are 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 Practice” means the individual or entity identified as a named party to the Agreement, its employees, contractors and/or subcontractors, including Providers as listed in the Agreement, and those individuals or entities performing administrative services for or on behalf of Participating Practice and/or any of the above referenced individuals or entities performing services related to the Agreement. Participating Practice acknowledges that the requirements contained in this Attachment shall apply equally to the above referenced individuals or entities and that Participating Practice’s agreement with such individuals or entities shall contain the applicable Medicare requirements set forth in this Addendum.

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 Practice 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 Practice 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 Practice 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 Practice 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 Practice 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 Practice 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 Practice 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 Practice agrees and shall require its employees, contractors and/or subcontractors and those individuals or entities performing administrative services for or on behalf of Participating Practice 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 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 or Plan's systems, standards or procedures; and (2) Participating Practice 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 Practice 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 Practice 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 Practice 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 Practice, 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 Practice 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 Practice 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 Practice 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 Practice 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 Practice 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 Practice 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 Practice 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 Practice 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 Practice shall immediately, upon request by DentaQuest, Plan or Member, refund to DentaQuest, Plan or Member the full amount collected by Participating Practice attributable to 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 Practice 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 Practice 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 Practice hereby acknowledge and agree that Plan shall oversee and monitor the provision of services by Participating Practice and DentaQuest and shall be accountable under the 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 Practice under the Agreement. [42 C.F.R. § 422.504(i)(1); (i)(4)(iii); and (i)(3)(ii).]

8. Delegated Activities. Participating Practice acknowledges and agrees that to the extent DentaQuest, in its sole discretion, elects to delegate any administrative activities or functions to Participating Practice, Participating Practice understands and agrees that: (i) Participating Practice may not delegate, transfer or assign any of Participating Practice’s obligations under the Agreement and/or any separate delegation agreement without DentaQuest’s prior written consent; and (ii) Participating Practice must demonstrate, to DentaQuest’s satisfaction, Participating Practice’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 Practice; (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 Practice’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. [42 C.F.R. §§ 422.504(i)(3)(iii), (i)(4), and (i)(5).]

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.

9. Compliance with DentaQuest and Health Plan Policies and Procedures. Participating Practice 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 Practice consideration of Member input into Participating Practice’s proposed treatment plan; and (d) Plan’s compliance program which encourages effective communication between Participating Practice and Plan’s Compliance Officer and participation by Participating Practice 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 Practice 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 Practice's knowledge any and all civil judgments and "other adjudicated actions or decisions" against Participating Practice 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 Practice 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 Practice 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 Practice will continue to provide Covered Services to Members as indicated below and to cooperate with DentaQuest or Plan to transition Members to other Participating Practices in a manner that ensures medically appropriate continuity of care. Participating Practice 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 Practice 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 Practice 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 Practice, and/or between Participating Practice 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 Practice 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 this Agreement with or without cause or requested by Participating Practice 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, the Plan or its designee may terminate Participating Practice from this Product upon ninety (90) days advance written notice to Participating Practice. If in DentaQuest or Plan's judgment, Participating Practice has failed to cooperate with and abide by the decisions of DentaQuest or Plan's medical policy, quality assurance, medical management, utilization review, member grievance and Medicare's appeal systems, or is found to be harming Members, or if the continuation or participation negatively effects patient care, Participating Practice's participation in this Product may be terminated. Nothing set forth herein shall limit the ability of the Plan to delegate all or a portion of these functions. DentaQuest or Plan hereby agrees to provide notice to Participating Practice when DentaQuest or Plan denies, suspends, or terminates the Agreement with Participating Practice and include: (a) the reason for the action,

(b) the standards and profiling data DentaQuest or Plan used to evaluate Participating Practice, (c) the numbers and mix of health care professionals needed for DentaQuest or Plan to provide adequate access to services, and (d) Participating Practice'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 Practice agrees to provide, in a manner consistent with professionally recognized standards of health care, all benefits covered by the Plan. Participating Practice shall provide Covered Services to Members in accordance with the same standards and within the same time frames as generally provided by Participating Practice to other patients that 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 Practice 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 Participating Practice 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 Practice 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 Practice hereby certifies that no such excluded person currently is employed by or under contract with Participating Practice relating to the furnishing of these services to Members. Participating Practices that are facilities, including Participating Hospitals, must be Medicare certified. All other Participating Practices must be composed of Providers enrolled in Medicare. Participating Practices shall notify DentaQuest upon any change in such status. [42 C.F.R. §422.752(a)(8); 42 C.F.R. § 422.220]

16. Initial Assessment. As applicable, Participating Practice shall cooperate with Plan in furnishing an initial assessment of new Members' health care needs within 90 days of their enrollment.

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 Provider agrees to maintain written policies and procedures with respect to all adult individuals receiving medical care by or through Participating Provider 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 Practice 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 Practice Agreement between DentaQuest and Participating Practice (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 Participating Practice 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 Practice 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.
 - b. Participating Practice understands and agrees that the False Claims Act, 31 U.S.C. 3729, applies to claims covered under this Addendum. Specifically, Participating Practice 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 Practice 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 Practice 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 Practice 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 Practice 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 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 Participating Practice 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 Practice 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 Practice 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)).
- f. Provider shall mean a doctor of dentistry or anesthesiology, allied health Participating Practice, or any other Participating Provider or professional acting within the scope of his or her license and/or certification.

4. PARTICIPATING PRACTICE REQUIREMENTS

- a. Agreements Made by Participating Practice. Any contract or agreement entered into by Participating Practice 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 Practice shall not seek or accept payment from any Medicaid Member for any Covered Service rendered, nor shall Participating Practices have any claim against or seek payment from AHCA for any Covered Service rendered to a Medicaid Member. Participating Practice shall look solely to the Plan for payment with respect to Covered Services rendered to Medicaid Members. Furthermore, Participating Practice shall not maintain any action at law or in equity against any Medicaid Member or AHCA to collect any sums that are owed by the Plan under the Contract 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 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 Practice 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 Practice shall not bill Medicaid Members for missed appointments or refuse to provide services to Medicaid Members who have missed appointments. Participating Practice shall work with Medicaid Members and DentaQuest to assist Medicaid Members in keeping their appointments.
- e. Services Provided. Participating Practices shall not refuse to provide services to a Medicaid Member because the Medicaid Member has an outstanding debt with Participating Practice from a time prior to the Medicaid Member becoming a Medicaid Member.
- f. Billing Medicaid Members. Participating Practice 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 that are available to meet the Medicaid Member's needs; and (iii) where Participating

Practice did not explain items (i) and (ii) and (iii), that the Medicaid Member will be liable to pay Participating Practice for the provision of any such services. Participating Practice shall maintain documentation to comply with this provision.

- g. Timely Submission of Claims. Participating Practice shall submit timely, complete and accurate claims to DentaQuest in accordance with all federal, state, and Agency requirements, and shall promptly submit all other information requested by DentaQuest necessary to make payment to Participating Practice under the Agreement. Participating Practice must file all claims within one (1) year of the date of service for such claims to be deemed timely filed.
- h. Overpayment. Participating Practice, in compliance with 42 CFR 438.608(d)(2), agrees to promptly notify DentaQuest in writing, if Participating Practice receives an overpayment and the reason for such overpayment. Further, Participating Practice 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 Practice agrees that AHCA, CMS and HHS may evaluate, through inspection or other means, the quality, appropriateness and timeliness of services provided by Participating Practice under this Agreement. In addition, Participating Practice 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 US 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 Practice agrees to comply with all statutory and regulatory requirements applicable to Medicaid Member medical records.
- k. Transfer of Members. Participating Practice agrees to ensure immediate transfer of Medicaid Member to another facility if the Medicaid Member's health or safety is in jeopardy. Additionally, Participating Practice agrees to cooperate in all respects with providers of other Plans to assure maximum health outcomes for enrollees in the event of transfer of any enrollee.
- l. Safety of Members. Participating Practice agrees to all direct service providers to complete abuse, neglect, and exploitation training, including training to identify victims of human trafficking.
- m. Hours of Operation. Participating Practice shall offer hours of operation that are no less than the hours of operation offered to commercial patients. In addition, Participating Practice shall provide for timely access to Medicaid Member appointments in accordance with the appointment availability requirements established under the State Agreement, if applicable.
- n. Access. Participating Practice shall provide physical access, reasonable accommodations, and accessible equipment for Medicaid Members with special health care needs, including physical, intellectual, or developmental disabilities.
- o. Treatment Options. Participating Practice 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.
- p. Records. Participating Practice 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 Practice, if applicable, to bear the risk of potential financial losses.

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

- q. Records Retention. Participating Practice 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 except that Participating Practice shall retain Medicaid Members' medical records that are in the custody of Participating Practice for ten (10) years after the date of service rendered to the Medicaid Member or cessation of Participating Practice's operations, and in the case of a minor, for six (6) years after majority. All provisions of this Addendum relating to record maintenance and audit access shall survive the termination of the Agreement and shall bind Participating Practice 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 Practice 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 Practice must request and obtain approval from DentaQuest for disposition of records.
- r. Marketing Materials. As required under State or federal law or the applicable State Agreement, any marketing materials developed and distributed or displayed by Participating Practice in relation to the Agreement must be submitted to DentaQuest to submit to the AHCA for prior approval.
- s. Compliance with Federal Guidelines. Participating Practice agrees that federal and State laws, regulations and guidelines pertaining to the Program and Medicaid managed care organizations apply to Participating Practice. Participating Practice 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 Practice in performance of the Agreement.
- t. Program Integrity. Participating Practice 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 Practice 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.
- u. Lobbying. Participating Practice shall comply with the following provisions regarding lobbying:

(i) **Prohibition on Use of Federal Funds for Lobbying.** Participating Practice 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 Practice'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 Practice 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 Practice shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

- v. **Provider Eligibility.** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Participating Practice certifies, by signing the Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department agency. Participating Practice further represents that neither it nor any Participating Practices with whom it contracts (if any) is or has 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 their license suspended by the State of Florida.
- w. **Equal Opportunity.** Participating Practice 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."
- x. **Insurance.** Participating Practice 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.
- y. **Indemnification.** Participating Practice 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 Practice and Providers.
- z. **Indemnification Obligations Irrespective of Insurance.** Participating Practice's indemnity obligations shall not be limited the insurance provisions of this Agreement, as the parties intend and agree that Participating Practice shall be fully responsible for liabilities assumed, regardless of the presence or absence of insurance. This indemnification requirement survives termination of this Agreement, including for breach of this Agreement due to insolvency of Providers and/or Participating Practice.

- aa. Workers Compensation Insurance. Participating Practice 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.
- bb. Cooperation with Investigations. Participating Practice shall, and shall require Providers to, 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.
- cc. 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 Practice 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 Practice, and/or between Participating Practice 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 Practice 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.]
- dd. 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 Practice'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 Practice or an agent of Participating Practice prevents or obstructs DentaQuest's or Plan's auditing. In the event that the Participating Practice 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 Practice 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 Practice 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 a 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 Practice 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 Practice 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 as they relate to the Medicaid Member, where applicable.

(ii) Filing a complaint, making a report or comment to an appropriate governmental body regarding the policies or practices of DentaQuest or Plan when Participating Practice 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 Practice acknowledges and agrees that to the extent DentaQuest, in its sole discretion, elects to delegate any administrative activities or functions to Participating Practice, Participating Practice understands and agrees that: (i) Participating Practice may not delegate, transfer or assign any of Participating Practice's obligations under the Agreement and/or any separate delegation agreement without DentaQuest's prior written consent; and (ii) Participating Practice must demonstrate, to DentaQuest's satisfaction, Participating Practice'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 Practice; (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 Practice'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 Practice acknowledges and agrees that DentaQuest may execute provider agreements pending the outcome of the Provider enrollment process, and that DentaQuest must terminate a Provider immediately upon notification from the Agency that a Provider cannot be enrolled, or upon expiration of the sixty (60) day period without enrollment of a Provider, and notify affected enrollees in accordance with 42 CFR 438.602(b)(2).
- f. Quality Management. Participating Practice 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.
- g. Ambulatory Surgical Centers. For services provided in an ambulatory surgical center, DentaQuest shall be responsible for making direct payments to properly credentialed anesthesiologists practicing in an ambulatory surgical center.

ADDENDUM C

STATE REQUIREMENTS

FLORIDA

This State Requirements Addendum (the “Addendum”) is part of the Participating Practice Agreement between DentaQuest and Participating Practice (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 Participating Practice to Members enrolled in group and individual Plans for which DentaQuest is administering 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 Participating Practice does not relieve Participating Practice 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 a physician’s ability to practice medicine is effectively impaired by an action of the Board of Medicine or other 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.

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