

## FLORIDA MEDICAID PROGRAM ADDENDUM

THIS FLORIDA MEDICAID PROGRAM ADDENDUM (the “Addendum”) is intended to supplement the Provider Agreement (the “Agreement”) entered into by and between LIBERTY Dental Plan of Florida, Inc. (“LIBERTY”) and the legal entity or individual qualified and licensed to practice dentistry in the state of Florida as defined in the Agreement and as specified on the signature page of this Addendum (“Dentist” or “Provider”) (together, the “Parties”). This Addendum is intended to set forth the requirements governing the relationship between the Parties, Payors, and the State of Florida Agency for Health Care Administration (the “Agency” or “AHCA”) with respect to the provision of Medicaid services to Members. Except as expressly modified by this Addendum, the Agreement remains in full force and effect and all capitalized terms in this Addendum (which are not otherwise defined) shall have the meaning ascribed to them in the Agreement. All rights granted to and obligations imposed upon Dentist hereunder shall apply with equal force to any dentist of Dentist’s office who is contracted with LIBERTY.

### 1. Additional Definitions.

- a. **“AHCA” or “Agency”** means the Florida Agency for Health Care Administration.
- b. **“BMHC”** means the AHCA Bureau of Managed Health Care.
- c. **“Coverage & Limitations Handbook” or “Handbook”** means the Florida Medicaid document that provides information to a Medicaid Dentist about enrollee eligibility; claims submission and processing; Dentist participation; covered care, goods and services; limitations; procedure codes and fees; and other matters related to participation in the Florida Medicaid Program (the “Program”).
- d. **“Emergency Dental Condition”** means (i) a dental condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain or other acute symptoms, such that a prudent layperson who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate dental attention could reasonably be expected to result in any of the following: (A) serious jeopardy to the health of a patient; (B) serious impairment to bodily functions; (C) serious dysfunction of any bodily organ or part; (see s. 395.002, F.S.)
- e. **“Emergency Services” or “Emergency Services and Care”** means dental screening, examination and evaluation by a Dentist or, to the extent permitted by applicable laws, by other appropriate personnel under the supervision of a Dentist, to determine whether an Emergency Dental Condition exists. If an Emergency Dental Condition exists, Emergency Services and Care includes the care or treatment that is necessary to relieve or eliminate the Emergency Dental Condition within the service capability of the facility.
- f. **“Florida Contract”** means a contract between the Agency and Payor for Payor to provide or arrange for the provision of health care items and services to enrollees in the Program, as amended from time to time. A copy of the model contract for the Program as of the Effective Date is available at [http://ahca.myflorida.com/mchq/managed\\_health\\_care/MHMO/med\\_prov\\_0912.shtml](http://ahca.myflorida.com/mchq/managed_health_care/MHMO/med_prov_0912.shtml).
- g. **“Dentally Necessary” or “Dentally Necessity”** means services that include dental, goods or services furnished or ordered to: (i) meet the following conditions: (A) be necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain; (B) be individualized, specific and consistent with symptoms or confirm diagnosis of the illness or injury under treatment and not in excess of the patient’s needs; (C) be consistent with the generally accepted professional dental standards as determined by the Program, and not be experimental or investigational; (D) be reflective of the level of service that can be furnished safely and for which no equally effective and more conservative or less costly treatment is available statewide; and (E) be furnished in a manner not primarily intended for the convenience of the enrollee, the enrollee’s caretaker or the Dentist. (ii) The fact that a Dentist has prescribed, recommended or approved dental goods or services does not, in itself, make such care, goods or services Dentally Necessary, or a covered service/benefit.
- h. **“Member”** means an individual enrolled in a Benefit Plan issued by Payor pursuant to a Florida Contract (except when referring to a “Member of Congress”).

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- i. **“Sick Care”** means non-urgent problems that do not substantially restrict normal activity, but could develop complications if left untreated (e.g., chronic disease).
  - j. **“Urgent Care”** means Covered Services for conditions, which, though not life threatening, could result in serious injury or disability unless medical attention is received (e.g., high fever, animal bites, fractures, severe pain, etc.) or substantially restrict an enrollee’s activity (e.g., infectious illnesses, flu, respiratory ailments, etc.).
  - k. **“Well Care”** means a routine medical visit for one of the following: Child Health Check-Up (**“CHCUP”**) visit, family planning, routine follow-up to a previously treated condition or illness, adult physicals or any other routine visit for other than treatment of an illness.
2. All provisions of the Addendum and the Agreement are cumulative. All provisions shall be given effect when possible. If there is inconsistent or contrary language between this Addendum and any other part of the Agreement, the provisions of this Addendum shall prevail with respect to the Program described in this Addendum except to the extent a provision of the Agreement exceeds the minimum requirements of the Addendum.
3. Florida Contract Dentist Requirements.
- a. The Parties and Payor shall, to the extent applicable, comply with 42 CFR §§ 438.230, 455.104, 455.105 and 455.106.
  - b. In accordance with 42 CFR § 438.230, Payor is responsible for all work performed under the Addendum and its or LIBERTY’s entering into the Addendum does not relieve Payor of its responsibility. Payor shall assure that all services related to the Addendum are performed in accordance with the terms of the Florida Contract. Payor may with written approval of AHCA, enter into a subcontract for the performance of work required under this Addendum; provided, however that such subcontractor is eligible for participation in the Program. Payor oversees and is accountable for any administrative functions or responsibilities to the extent that Payor delegates, in its sole discretion, to LIBERTY.
  - c. Dentist warrants and represents that it (i) is appropriately licensed, certified, accredited and authorized pursuant to the laws of the State of Florida; (ii) maintains professional liability insurance coverage in amounts provided for under Payor’s or LIBERTY’s policies and procedures; (iii) is eligible for participation in the Program; (iv) is not excluded from or ineligible for participation in (or on any exclusion list for) any State or Federal health care program; and (v) does not employ or contract with individuals or entities that are excluded from or ineligible for participation in (or on any exclusion list for) any State or Federal health care program. If Dentist is involuntarily terminated from the Florida Medicaid program, other than for purposes of inactivity, Dentist is not considered an eligible Medicaid Dentist.
  - d. Except for nominal cost sharing amounts due from Members pursuant to the Florida Contract, Dentist shall not seek payment from a Member for any covered services provided to the Member within the terms of the Florida Contract.
  - e. Dentist shall look solely to Payor or LIBERTY for compensation for services rendered, with the exception of nominal cost sharing, pursuant to the Florida Medicaid plan and Handbook.
  - f. If the Agreement includes a Dentist incentive plan: Payor or LIBERTY shall make no specific payment directly or indirectly under such plan to a Dentist as an inducement to reduce or limit Dentally Necessary services to a Member, and incentive plans do not contain provisions which provide incentives, monetary or otherwise, for the withholding of Dentally Necessary care.
  - g. Dentist warrants and represents that the individuals signing the Agreement and this Addendum are so authorized. Dentist agrees and assures that any contracts, Addendums or subcontracts entered into by Dentist for the purposes of carrying out any aspect of the Florida Contract shall include assurances that the individuals who are signing the contract, Addendum or subcontract are so authorized and that it shall

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include all the requirements of the Florida Contract. If there is a conflict in any such contract, amendment or subcontract and the Florida Contract, the Florida Contract shall control and Dentist shall make provision for a waiver of such conflicting terms in its contracts, Addendums and subcontracts.

- h. Dentist shall cooperate with Payor's and LIBERTY's peer review, grievance, quality improvement and utilization management activities, and provide for the monitoring and oversight, including monitoring of services rendered to Members, by Payor (or its subcontractor). Dentist agrees that participation with LIBERTY in any of its participating Dentist networks is subject to successful completion of the credentialing/re-credentialing processes of LIBERTY. Payor and LIBERTY reserves the right to approve, terminate or suspend any Dentist, or facility required to be credentialed/re-credentialed.
- i. A Member may be subject to immediate transfer to another Dentist or Payor if a Member's health or safety is in jeopardy.
- j. Payor and LIBERTY shall not prohibit a Dentist from discussing treatment or non-treatment options with Members that may not reflect Payor's position or may not be covered by Payor.
- k. Payor and LIBERTY shall not prohibit a Dentist from acting within the lawful scope of practice, from advising or advocating on behalf of a Member for the Member's health status, dental care or treatment or non-treatment options, including any alternative treatments that might be self-administered.
- l. Payor and LIBERTY shall not prohibit a Dentist from advocating on behalf of a Member in any grievance system or UM process, or individual authorization process to obtain necessary services.
- m. Dentist shall meet appointment waiting time standards pursuant to the Florida Contract. If Dentist is a Dentist, Dentist shall assure that its services and referrals to participating specialists are available on a timely basis as follows: Urgent Care - within 24 hours, routine Sick Care – within one week, Well Care visit – within one month.
- n. In the event of expiration or termination of the Agreement or Addendum for any reason other than for cause due to breach by Dentist, Payor and the Dentist shall allow Members for whom treatment was active to continue coverage and care when Dentally Necessary, through completion of treatment of a condition for which the Member was receiving care at the time of the expiration or termination, until the Member selects another treating Dentist or during the next open enrollment period offered by Payor, whichever is longer; but in no event longer than six (6) months following expiration or termination of the Addendum. For care continued under this provision, the Parties shall continue to be bound by the terms of the expired or terminated Addendum. Payor shall not discriminate with respect to participation, reimbursement, or indemnification of any Dentist who is acting within the scope of his/her license or certification under applicable state law, solely on the basis of such license or certification. This provision shall not be construed as a willing Dentist law, as it does not prohibit Payor from limiting Dentist participation to the extent necessary to meet the needs of Members. This provision does not interfere with measures established by Payor that are designed to maintain quality and control costs.
- o. Payor shall not discriminate against Dentists serving high-risk populations or those that specialize in conditions requiring costly treatments.
- p. Dentist shall have and maintain a record system for recording services, charges, dates and all other commonly accepted information elements for services rendered to Payor or LIBERTY.
- q. Dentist shall maintain records for a period not less than five years from the close of the Florida Contract, and shall retain records further if the records are under review or audit until the review or audit is complete. Prior approval for the disposition of records must be requested and approved by Payor and LIBERTY if the Addendum is continuous.

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- r. DHHS, the Agency, the Agency's Medicaid Program Integrity unit and the Office of Attorney General's Medicaid Fraud Control Unit shall have the right to inspect, evaluate and audit all of the following related to the Florida Contract:
- (1) Pertinent books;
  - (2) Financial records;
  - (3) Dental records; and
  - (4) Documents, papers, and records of any Dentist involving financial transactions.
- s. Dentist will render services identified in the Addendum and otherwise available from Dentist within the scope of its professional license to Members.
- t. Dentist shall comply with Payor's and LIBERTY's cultural competency plan as made available to Dentist by Payor or as set out in the Dentist Manual and under which Dentist shall render services to Members of all cultures, races, ethnic backgrounds and religions in a manner that recognizes, values, affirms and respects the worth of Members and protects and preserves their dignity.
- u. Dentist shall not display community outreach materials related to the Florida Contract without submitting the materials to the BMHC for written approval before use.
- v. Dentist shall submit all reports and clinical information required by the Payor, including CHCUP reporting (if applicable).
- w. Dentists of transitioning Members shall cooperate in all respects with Dentists of other Payors to assure maximum health outcomes for Members.
- x. Dentist shall submit notice of withdrawal from the Payor Dentist network at least 90 calendar days before the effective date of such withdrawal.
- y. Dentists participating in the Payor and LIBERTY's Dentist network as a Dentist fully accept and agree to responsibilities and duties associated with the dental designation.
- z. Dentist shall notify LIBERTY of any lapse in general liability or dental malpractice insurance, or if assets fall below the amount necessary for licensure under Florida statutes.
- aa. Dentist shall maintain hours of operation that are no less than the hours of operation offered to commercial members or comparable non-reform Medicaid recipients if Dentist serves only Medicaid recipients.
- bb. Dentist shall safeguard information about Members according to 42 CFR § 438.224.
- cc. Dentist shall comply with HIPAA privacy and security provisions.
- dd. Neither Medicaid recipients nor the Agency shall be held liable for any debts of Dentist. This provision shall survive termination or expiration of the Addendum, including breach of the Addendum due to insolvency.
- ee. Dentist shall secure and maintain during the life of the Addendum workers compensation insurance (complying with Florida worker compensation law) for all of its employees connected with work under the Florida Contract.
- ff. The Parties waive (with respect only to Dentist's provision of services to Members under the Medicaid program) any provisions of the Addendum that, as they pertain to Medicaid recipients, are in conflict with the specifications of the Florida Contract.

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- gg. This Addendum does not prohibit or restrict Dentist from entering into a commercial contract with any other Payor (see s. 641.315, F.S.).
- hh. This Addendum does not require Dentist to contract for more than one LIBERTY product or otherwise be excluded (see s. 641.315, F.S.).
- ii. Dentist shall cooperate fully in any investigation by the Agency, the Agency's Medicaid Program Integrity unit, the Office of Attorney General's Medicaid Fraud Control Unit or other Florida governmental or Federal entity and in any subsequent legal action that may result from such an investigation involving the Florida Contract.
- jj. Dentist shall submit timely, complete and accurate encounter data in accordance with the requirements of the Florida Contract.
- kk. Dentist shall indemnify, defend and hold the Agency and Members harmless from and against all claims, damages, causes of action, costs or expenses, including court costs and reasonable attorney fees, to the extent proximately caused by any negligent act or other wrongful conduct arising from the Addendum. This clause shall survive the termination of the Agreement or Addendum, including breach due to insolvency. The Agency may waive this requirement for itself, but not for Members, for damages in excess of the statutory cap on damages for public entities, if Dentist is a state agency or subdivision as defined by s. 768.28, F.S., or a public health entity with statutory immunity. All such waivers shall be approved in writing by the Agency.
- ll. In addition to any other right to terminate the Addendum, and notwithstanding any other provision of the Florida Contract, the Agency or Payor or LIBERTY may request immediate termination of the Addendum if, as determined by the Agency, Dentist fails to abide by the terms and conditions of the Agreement or Addendum, or in the sole discretion of the Agency, the Dentist fails to come into compliance with the Addendum within fifteen (15) calendar days after receipt of notice from Payor specifying such failure and requesting such Dentist abide by the terms and conditions thereof.
- mm. Any Dentist whose participation is terminated pursuant to the Addendum for any reason shall utilize the applicable appeals procedures outlined in the Agreement. No additional or separate right of appeal to the Agency or Payor is created as a result of the Payor's act of terminating, or decision to terminate, any Dentist under the Florida Contract. Notwithstanding the termination of an Addendum with respect to any particular Dentist, the Florida Contract shall remain in full force and effect with respect to all other Dentists.
- nn. Payor or LIBERTY shall notify Dentist, BMHC and Members in active care at least sixty (60) calendar days prior to the effective date of the suspension or termination of a Dentist from participation in the Payor's or LIBERTY's participating Dentist network; except in cases of immediate termination due to a threat to a Member's health or safety or Dentist's ability to practice medicine is impaired by an action by the Board of Medicine or other governmental agency, in which case such notice shall be immediate to both Dentist and BMHC. Payor shall provide BMHC the reasons for the termination if for cause and shall notify Members in accordance with the provisions of the Florida Contract. If the Agreement or Addendum provides for termination without cause, Payor shall provide 60 calendar days, or if longer the time period set forth in the Addendum, advance written notice to Dentist and BMHC. Dentist shall provide LIBERTY advance written notice of cancellation of the Addendum the longer of (i) ninety (90) calendar days prior to the effective date or (ii) the time set forth in the Addendum. Nonpayment for goods or services rendered by Dentist to Payor is not a valid reason for avoiding the advance notice of cancellation.
- oo. If pursuant to s. 641.234, F.S., the Florida Department of Insurance ("DOI"), AHCA or other authorized Florida governmental authority has information and belief that the Addendum requires Payor to pay a fee which is unreasonably high in relation to the services provided, after review of the Agreement or Addendum, DOI, AHCA or other authorized Florida government agency may order Payor to cancel the Agreement or Addendum, if it determines that the fees to be paid by Payor are so unreasonably high as compared with similar contracts entered into by other health maintenance organizations in similar

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circumstances, such that the Agreement or Addendum is detrimental to Members, stockholders, investors or creditors of Payor. The Agreement or Addendum will terminate upon issuance of such an order pursuant to this paragraph.

- pp. Dentist shall post prominently in Dentist’s office or reception area a written notice to all patients stating the addresses and toll-free telephone numbers of AHCA, the Subscriber Assistance Program and the Department of Financial Services, and further to provide the address and toll-free telephone number of Payor’s grievance department upon request from Members.
- qq. In no event shall the Dentist charge a Member more than Medicaid would pay for the same Covered Service.
- rr. Dentist shall have a unique Florida Medicaid Dentist number as required by the Florida Contract. Dentist shall obtain a National Dentist Identifier (“NPI”) number as required under section 1173(b) of the Social Security Act as enacted by section 4707(a) of the Balanced Budget Act of 1997, and shall have a unique Florida Medicaid Dentist number and shall submit all NPI numbers and Florida Medicaid Dentist numbers for its dentists to LIBERTY within 15 business days of receipt or at the time of execution of the Addendum.
- ss. Dentist warrants and represents that no Federal appropriated funds have been paid or will be paid, by or on behalf of Dentist, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Addendum, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative Addendum. Dentist shall complete and submit, if required, any applicable certification of compliance. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative Addendum, the Dentist shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

**(“DENTIST”)**

**LIBERTY Dental Plan of Florida, Inc. (“LIBERTY”):**

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Authorized Signature

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Print Name

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Title

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Date

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Office Address

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City, State ZIP

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Individual Medicaid Number

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Group Medicaid Number (if applicable)

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Signature

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Print Name

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Title

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Effective Date

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