



LIBERTY DENTAL PLAN OF FLORIDA, INC. PROVIDER AGREEMENT
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 (“Dentist” or “Provider”) (together, the “Parties”). This Addendum is intended to set forth the requirements governing the relationship between the Parties and the Florida Agency for Health Care Administration (the “Agency” or “AHCA”) with respect to the provision of Medicaid dental services to Enrollees, as defined herein. 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. This Addendum shall become effective as of the date Dentist is approved by LIBERTY to provide services to Enrollees pursuant to the terms of the Agreement and this Addendum (the “Effective Date”). The Parties agree to the following:

SECTION I. DEFINITIONS

The following defined terms shall apply to this Addendum, and any Attachments hereto. Defined terms are capitalized when subsequently used in this Addendum.

“Abuse,” “Neglect,” and “Exploitation” means those terms as respectively defined in Chapter 415, Fla. Stat., and Chapter 39, Fla. Stat.

“After Hours” means the hours between 5:00 p.m. and 8:00 a.m. local time, Monday through Friday, or at any time during “Legal Holidays” as that term is defined in Section 683.01, Fla. Stat.

“AHCA” or “Agency” means the Florida Agency for Health Care Administration or its designee.

“Claim(s)” means (1) a bill for services, (2) a line item of service, or (3) all services for one (1) recipient within a bill, pursuant to 42 C.F.R. § 447.45, in a format prescribed by the Agency through its Medicaid provider handbooks.

“Co-payment” means the term as described in Rule 59G-1.01, F.A.C.

“Covered Services” means those services provided by LIBERTY as a Dental Plan in accordance with the Florida Contract.

“Day(s)” means calendar days, unless otherwise specified herein.

“Dental Plan” means a Florida Medicaid statewide dental plan as defined in section 409.973(5)(b), Fla. Stat.

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“Description of Benefits” means the document describing the Covered Benefits applicable to the dental services provided by Dentist pursuant to this Addendum. The Description of Benefits specifies by dental procedure code: prior authorization requirements; claim submission requirements; frequency limitations; duration limitations; other limitations; and, additional documentation requirements. The Description of Benefits applicable to this Addendum shall be the version posted by LIBERTY on the Provider Web Portal, which may be amended by LIBERTY from time to time.

“Enrollee” means a Florida Medicaid recipient assigned by AHCA to LIBERTY to be his or her Dental Plan for the provision of Covered Services.

“Fee Schedule” means the description of the reimbursement rates for Claims for Covered Services provided by Dentist to Enrollees pursuant to this Addendum. In addition, the Fee Schedule may include, inter alia, a description of the amounts, terms, reporting requirements, and restrictions relating to value-based purchasing provider incentives applicable to Provider under this Addendum. The Fee Schedule applicable to this Addendum shall be the version posted by LIBERTY on the Provider Web Portal, which may be amended by LIBERTY from time to time in accordance with the Amendments and Notice of Amendments terms herein.

“Federally Qualified Health Center” or “FQHC” means an entity that is receiving a grant under Section 330 of the Public Health Service Act, as amended. (Also see § 1905(l)(2)(B) of the Social Security Act.)

“Florida Contract” means the Statewide Medicaid Prepaid Dental Program contract between LIBERTY and AHCA, under which LIBERTY provides or arranges for the provision of Covered Services to its Enrollees, as amended from time to time.

“Grievance and Appeal System” means the term as defined by 42 C.F.R. § 438.400(b).

“HITECH” means the Health Information Technology for Economic and Clinical Health Act, as amended.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“Incentive” means the amount of the additional payment provided by LIBERTY to Provider above the fees set forth in the Fee Schedule

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“Insolvency” means a financial condition that exists when an entity is unable to pay its debts as they become due in the usual course of business or when the liabilities of the entity exceed its assets.

“Marketing Materials” means the term as defined in 42 C.F.R. § 438.104(a).

“Medicaid Program Integrity” or “MPI” means the unit of the Agency responsible for preventing and identifying fraud and abuse in the Medicaid program.

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“Medically Necessary” means the term as defined in Rule 59G-1.010, F.A.C.

“Peer Review” means an evaluation of the professional practices of a provider by his or her peers. The evaluator assesses the necessity, appropriateness, and quality of care furnished by comparing the care to that customarily furnished by the provider’s peers and to recognized health care standards.

“Preventive Dental Services” means services as described in Rule 59G-4.060, F.A.C. and including CDT codes 1000-1999.

“Primary Dental Care” means comprehensive, coordinated, and readily accessible dental care, including dental health promotion and maintenance, treatment of illness and injury, early detection of disease, and referral to specialists when appropriate.

“Primary Dental Provider” or “PDP” means a general or pediatric dental provider assigned by LIBERTY to provide Primary Dental Care to an Enrollee.

“Prior Authorization” means the act of authorizing specific services before they are rendered.

“Protected Health Information” or “PHI” has the same meaning as defined in 45 C.F.R. §§ 160 and 164.

“Protocols” means written guidelines or documentation outlining steps to be followed for handling a particular situation, resolving a problem, or implementing a plan of dental, medical, nursing, psychosocial, developmental, and educational services.

“Provider Agent” means an agent or representative of Provider (including, but not limited to, dentists, dental hygienists, assistants, staff members, contractors, subcontractors, and any other individuals acting at the direction or under the control of Provider) performing any services pursuant to this Addendum.

“Provider Quality Measurement and Monitoring Policy” or “PQM Policy” means the LIBERTY policy describing the provider performance and quality monitoring activities, oversight activities, measures, metrics, and frequency of measurement that LIBERTY will use to evaluate the quality of Provider’s performance of Covered Services provided pursuant to this Addendum. The PQM Policy applicable to this Addendum shall be the version posted by LIBERTY on the Provider Web Portal, which may be amended by LIBERTY from time to time in accordance with the Amendments and Notice of Amendments terms herein.

“Provider Reference Guide” refers to LIBERTY’s provider handbook applicable to dental Covered Services to be provided by Dentist pursuant to this Addendum. The Provider Reference Guide applicable to this Addendum shall be the version posted by LIBERTY on the Provider Web Portal, which may be amended by LIBERTY from time to time in accordance with the Amendments and Notice of Amendments terms herein.

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“Quality Improvement” means the process of monitoring to ensure that the delivery of health care services is available, accessible, timely, and Medically Necessary.

“Sick Care” means non-urgent problems that do not substantially restrict normal activity, but could develop complications if left untreated (*e.g.*, chronic disease).

“Special Health Care Needs” means the health care needs of enrollees who face physical, behavioral, or environmental challenges daily that place at risk their health and ability to function fully in society. This includes individuals with intellectual and developmental disabilities or related conditions; individuals with serious chronic illnesses, such as human immunodeficiency virus (HIV), schizophrenia or degenerative neurological disorders; individuals with disabilities resulting from chronic illness such as arthritis, emphysema or diabetes; and children/adolescents and adults with certain environmental risk factors such as homelessness or family problems that lead to the need for placement in foster care.

“State” means the State of Florida.

“Teledentistry” means the use of telehealth systems and methodologies in dentistry. Teledentistry utilizes synchronous or asynchronous modalities and may include patient care and education delivery within a dental provider’s scope of practice.

“Urgent Care” means services for conditions, which, though not life threatening, could result in serious injury or disability unless medical attention is received or substantially restrict an Enrollee’s activity.

“Web Portal” or “Provider Web Portal” means LIBERTY’s iTransact Provider Web Portal, currently (as of the Effective Date of this Addendum) located at:

<https://www.libertydentalplan.com/Providers/Provider-Self-Service-Tools/ITransact.aspx>.

“Weekend Hours” means the hours between 5:00 p.m., Friday and 8:00 a.m., Monday, local time.

SECTION II. OBLIGATIONS OF LIBERTY

A. Provision of Services. LIBERTY is responsible for the provision of Covered Services to its Enrollees under the Florida Contract, and this Addendum to the Agreement does not relieve LIBERTY of its responsibilities under the Florida Contract in any way. LIBERTY shall assure that all services performed pursuant to the Addendum are performed in accordance with the terms of the Florida Contract.

B. Dentist as Advisor. LIBERTY shall not prohibit Provider (or an associate dentist of Provider) acting within the lawful scope of practice from advising or advocating on behalf of an Enrollee who is Provider’s patient regarding:

1. The Enrollee’s health status, medical care, or treatment options, including any alternative

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treatment that may be self-administered;

2. Any information the Enrollee needs to decide among all relevant treatment options;
3. The risks, benefits, and consequences of treatment or non-treatment; or
4. The Enrollee's 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.

C. Dentist as Advocate. LIBERTY shall not prohibit Provider from advocating on behalf of an Enrollee in any part of the Grievance and Appeal System, UM process, or individual authorization process to obtain necessary services.

SECTION III. OBLIGATIONS OF DENTIST AND PROFESSIONAL REQUIREMENTS

A. Provider Agents. All of the restrictions on, and obligations of, Provider that are set forth in this Addendum equally apply to all Provider Agents, as applicable, whether or not such restrictions or obligations expressly mention such Provider Agents. Provider shall ensure that its Provider Agents comply with the restrictions and obligations set forth in this Addendum, and Provider acknowledges and agrees that it is solely responsible for Provider Agents' compliance with the terms of this Addendum.

B. Hours of Operation. Dentist shall offer hours of operation that are no less than the hours of operation offered to commercial prepaid dental plan enrollees or comparable Medicaid recipients if Dentist serves only Medicaid recipients.

C. Reasonable Accommodations. Dentist shall ensure physical access, reasonable accommodations, culturally competent communications, and accessible equipment for Medicaid enrollees with Special Health Care Needs, including physical or intellectual and developmental disabilities.

D. Timely Access. Dentist shall meet timely access standards as follows: Urgent Care within twenty-four (24) hours of a request for services that do not require a Prior Authorization and within forty-eight (48) hours for a request for services that require a Prior Authorization; routine Sick Care within seven (7) days; Primary Dental Care within thirty (30) days; follow-up dental services within thirty (30) days.

E. Training. Dentist shall complete all trainings required by LIBERTY including, but not limited to, Abuse, Neglect, and Exploitation training, including training to identify victims of human trafficking.

F. Transfer. Dentist shall ensure immediate transfer to another provider if the Enrollee's

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health or safety is in jeopardy.

G. Transitioning Enrollees. When transitioning Enrollees, Dentist shall cooperate in all respects with providers of other Dental Plans to assure maximum health outcomes for Enrollees;

H. Marketing. Dentist shall not display, disseminate, or otherwise use any Marketing Materials related to the Florida Contract unless such Marketing Materials have been approved in writing by AHCA and LIBERTY has notified Dentist of such AHCA approval.

I. Records. Dentist agrees to the following:

1. Dentist shall maintain an adequate record system for recording services, charges, dates and all other commonly accepted information elements for services rendered to Enrollees.
2. Dentist shall maintain records for the longer of: (a) a period not less than ten (10) years from the termination or expiration of the Florida Contract, (b) a period not less than ten (10) years from the termination or expiration of the Agreement, or (c) if the records are under review or audit, until the review or audit is complete pursuant to 42 C.F.R. § 438.3(u). Prior approval for disposition of records must be requested and approved by LIBERTY if the Agreement is continuous.

J. Confidentiality. Dentist shall safeguard Enrollees' privacy and confidentiality, ensure accuracy of Enrollees' health records, and maintain records of Enrollees in an accurate and timely manner. Dentist shall comply with all state and federal laws, rules and regulations, and applicable program requirements regarding the 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, HIPAA and HITECH Act. Dentist also agrees to release such information only in accordance with applicable state and federal laws or pursuant to court orders by a court of competent jurisdiction or validly issued subpoenas. Dentist shall comply with HIPAA privacy and security provisions pursuant to 42 C.F.R. § 438.224.

K. Withdrawal. Dentist shall provide written notice to LIBERTY of its intent to withdraw as a LIBERTY Medicaid network provider at least ninety (90) days before the effective date of such withdrawal.

L. Insurance. Dentist shall:

1. Secure and maintain during the life of the Agreement workers' compensation insurance (complying with the Florida workers' compensation law) for all employees connected with the work under this Agreement.

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2. Immediately notify LIBERTY of any lapse in general liability or dental malpractice insurance or if assets fall below the amount necessary for licensure under Florida law.

M. Indemnification. LIBERTY shall not be liable for any act or omission by Dentist or any of its Agents with respect to the performance or nonperformance of any services under the Agreement (“Dentist Acts/Omissions”). Dentist shall indemnify, defend and hold Agency and LIBERTY (and LIBERTY’s affiliates, subsidiaries, parent corporations, officers, directors, shareholders, managers, members, employees, and enrollees) harmless from and against any and all losses, costs, damages (including but not limited to compensatory, consequential and punitive damages), obligations, liabilities, awards, expenses, defense costs, reasonable attorney’s fees, court costs, penalties and fines, and interest, which arise out of or are in any way related to: (i) any Dentist Acts/Omissions; (ii) Dentist’s or an Agent’s breach of this Agreement; or (iii) any representations, warranties, covenants, agreements, obligations, or acknowledgments of Dentist or an Agent under the Agreement, this Addendum, or any relevant provider application. Medicaid recipients, the Agency, and LIBERTY shall not be held liable for any debts of Dentist. This provision shall survive termination or expiration of the Agreement, including breach due to Insolvency. Dentist shall immediately advise LIBERTY of Insolvency or of the filing of a petition in bankruptcy by or against Dentist.

N. Background Screening Requirements. Dentist must comply with the following background screening requirements:

1. Dentist shall ensure that all employees (including managing employees) who have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening as described in section 435.04, Fla. Stat., completed with results prior to employment. Per section 435.04(1)(a), Fla. Stat., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
2. If Dentist’s employees or managing employees were employed prior to the execution of this Addendum, Dentist shall ensure that the screenings required under Section III(N)(1) above are completed with results prior to the employee accessing any PII, PHI, or financial information.
3. Any Dentist employee or managing employee with background results that are unacceptable to the State as described in section 435.04, Fla. Stat., or related to the criminal use of PII as described in section 817, Fla. Stat., or has been subject to criminal penalties for the misuse of PHI under 42 U.S.C. 1320d-5, or has been subject to criminal penalties for the offenses described in section 812.0195, Fla. Stat., section 815, Fla. Stat., section 815.04, Fla. Stat., or section 815.06, Fla. Stat., shall be denied employment or be

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immediately dismissed by Dentist from performing services under this Addendum unless an exemption is granted.

4. Dentist shall ensure that all employees (including managing employees) who have direct access to any PII, PHI or financial information comply with the background screening requirements required under Section III(N)(1) above with results every five (5) years.
5. Dentist shall keep a record of all background screening records to be available for review upon request.

SECTION IV. SERVICES PROVIDED

- A. Provision of Services.** Dentist utilize acceptable billing codes, seek prior authorization, submit required supporting documentation, and render Covered Services to Enrollees within the scope of its Dentist's professional license, in accordance with the terms of this Addendum, including the requirements set forth in the Provider Reference Guide and the Description of Benefits, as defined and incorporated by reference herein.
- B. Primary Dental Providers.** If Dentist is participating in the network as a Primary Dental Provider, Dentist fully accepts and agrees to the responsibilities and duties associated with the Primary Dental Provider designation, as provided in the Florida Contract.

SECTION V. PAYMENT

- A. Claims Submission.** Dentist shall submit timely, complete, and accurate Claims to LIBERTY in accordance with the terms of this Addendum, including the requirements set forth in the Provider Reference Guide, Fee Schedule, and the Description of Benefits, as defined and incorporated by reference herein. Dentist shall look solely to LIBERTY for compensation for services rendered, with the exception of cost sharing and patient responsibility (if applicable). The Fee Schedule, as defined herein, governs the amount of LIBERTY's payment to Provider for Claims for Covered Services provided pursuant to this Addendum.
- B. Overpayment.** In the event of overpayment, Dentist must provide written notice to LIBERTY as soon as the overpayment is identified, which notice shall include the reason for overpayment. In the event an overpayment is identified either by Dentist or by LIBERTY, Dentist must return the overpayment to LIBERTY within sixty (60) days after the date on which the overpayment was identified.
- C. Co-Payments.** The amount paid to Dentist shall be the contracted amount, less any applicable Co-payments.

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SECTION VI. QUALITY MANAGEMENT

- A. Provider-Specific Performance Monitoring.** LIBERTY shall utilize PQM Policy, as defined herein, to evaluate Provider's performance and to inform LIBERTY's decision whether to continue LIBERTY's use of Provider within its Florida Medicaid network.
- B. Participation.** Dentist shall participate in LIBERTY's peer review, grievance, QI and UM activities, as directed by LIBERTY.
- C. Reports.** Dentist shall provide all ad hoc reports and clinic information to LIBERTY for Quality Improvement or other administrative purposes as needed to satisfy the requirements contained within Section VII(D) ("Audit of Records") below.
- D. Audit of Records.**
1. Dentist shall cooperate fully with the Agency (or its designee), Centers for Medicare and Medicaid Services ("CMS"), the Office of the Inspector General ("OIG"), the Comptroller General, and Attorney General's Office for the inspection, evaluation, and auditing of any records or documents (medical or financial) of Provider or Provider Agents at any time, related to this Addendum.
 2. Dentist shall cooperate fully in any investigation by the Agency, Medicaid Program Integrity Bureau ("MPI"), Medicaid Fraud Control Unit ("MFCU"), or other state or federal entity and in any subsequent legal action that may result from such an investigation.

SECTION VII. TERMINATION AND OTHER CONTRACTUAL REMEDIES

- A. Continuity of Care.** In the event this Addendum or the Agreement terminates during the course of an Enrollee's treatment, Dentist shall allow the Enrollee for whom treatment was active to continue care for the course of treatment.
- B. Appeal Procedure.** Any dentist of Provider whose participation is terminated pursuant to the Agreement for any reason shall utilize the applicable appeals procedures outlined in LIBERTY's Notification to Authorities and Practitioner Appeal Rights Policy. No additional or separate right of appeal to the Agency or LIBERTY is created due to LIBERTY's act of terminating, or decision to terminate, any dentist.
- C. Termination for Failure to Enroll.** LIBERTY shall terminate Provider and/or any dentist of Provider immediately upon notification from the Agency that Provider or the applicable dentist cannot be enrolled in Florida Medicaid or upon expiration of the one hundred twenty (120) day period without enrollment of Provider or the dentist and shall notify affected Enrollees in accordance with 42 C.F.R. § 438.602(b)(2).

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D. Immediate Termination. LIBERTY may terminate the Agreement immediately and without possibility of reinstatement upon cure if LIBERTY determines, in its sole discretion, that one or more Enrollees' health may be impaired by the continuation of the Agreement or if LIBERTY determines that any of the following events have occurred with respect to Provider, which determinations shall be made by LIBERTY in good faith: (i) Provider's loss of, or failure to maintain, general and/or professional liability insurance as required under the Agreement (including this Addendum), (ii) Provider's exclusion from participation in Medicare, Medicaid, or any other third-party, state or federal program, (iii) felony conviction of Provider, (iv) impairment of Provider's ability to provide services or Provider's refusal to see and/or treat Enrollees, (v) fraud by Provider, or (vi) Provider's failure or inability at any time to satisfy LIBERTY's then current credentialing criteria. LIBERTY also has the right to terminate the Agreement with respect to the participation of only a particular dentist or dentists of Provider if LIBERTY determines, in its sole discretion, that any of the foregoing events have occurred with respect to such dentist(s).

SECTION VIII. MISCELLANEOUS

A. Incentive Plan. With respect to any Incentive plan under the Agreement, LIBERTY shall make no specific payment directly or indirectly under such plan to Dentist as an inducement to reduce or limit Medically Necessary services to an Enrollee, and the Incentive plan shall not contain provisions which provide Incentives, monetary or otherwise, for the withholding of Medically Necessary care.

B. Teledentistry. If Dentist has been approved by LIBERTY to provide services through Teledentistry, Dentist shall have Protocols in place to prevent fraud and abuse. Dentist must implement and maintain Teledentistry fraud and abuse Protocols that address:

1. Authentication and authorization of users;
2. Authentication of the origin of the information;
3. The prevention of unauthorized access to the system or information;
4. System security, including the integrity of information that is collected, program integrity and system integrity; and
5. Maintenance of documentation about system and information usage.

C. Public Health Providers. Public health providers (community health departments and federally qualified health centers) shall contact LIBERTY before providing dental care services to Enrollees and provide LIBERTY with the results of the office visit, including test results.

D. Laboratory Services. Provider hereby agrees that all dental services provided pursuant to this Addendum, inclusive of laboratory services, whether provided directly or indirectly, in whole

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or in part, will be performed within the borders of the United States and its territories and protectorates.

E. Amendments and Notice of Amendments. The terms of this Addendum (both express terms and those incorporated by reference herein), and any Attachments hereto, are subject to amendment and notice of amendment in accordance with the terms of the Agreement, except as otherwise set forth in this Addendum. Notwithstanding any terms of the Agreement to the contrary, LIBERTY may amend this Addendum by providing written notice via email to the Provider's primary email address listed on LIBERTY's Provider Web Portal or by providing notice to Provider via any other method permitted by the Agreement. Provider acknowledges and agrees that it is Provider's sole responsibility to ensure that a current and valid primary email address is maintained on the Provider Web Portal at all times, and any failure by Provider to do so constitutes a waiver of any objection by Provider regarding the effectiveness of notice of amendment by LIBERTY.

F. Assurances. Any contracts or agreements entered into by Dentist for purposes of carrying out any aspect of the Agreement shall include assurances that the individuals signing the contract or agreement are so authorized and that it includes all the requirements of the Florida Contract.

G. Addendum Conflict. In the event of any inconsistent or contrary language between this Addendum and the Agreement, the Parties agree that the provisions of this Addendum shall prevail, unless otherwise required by applicable law.