

DELTA DENTAL Plan of Idaho, Inc.
MEDICAID NETWORK ADDENDUM

This Medicaid Network Addendum ("Medicaid Network Addendum" or "Addendum") amends and supplements the Delta Dental Plan of Idaho, Inc. Master Dentist Participation Agreement ("Participation Agreement") between Delta Dental Plan of Idaho, Inc., an Idaho nonprofit corporation dba Delta Dental of Idaho ("Delta Dental"), and the undersigned dentist ("Dentist"). Capitalized terms not defined in this Addendum have the meaning given them in the Participation Agreement.

1. Participation in Medicaid Dentist Network

Dentist agrees to participate in Delta Dental's Medicaid dentist network and to provide Covered Services to Members enrolled in any Delta Dental Medicaid Plan (each, a "Medicaid Plan") pursuant to the requirements of the Medicaid Plan, the Participation Agreement and this Addendum. Dentist agrees and understands that Covered Services shall be provided in the amount, duration and scope of core benefits and services specified in the Participation Agreement and any applicable State handbooks or policy and procedure guides, and all applicable State and federal laws and regulations. All final Medicaid benefit determinations are within the sole and exclusive authority of the Idaho Department of Health and Welfare (IDHW) or its designee.

2. Payment for Covered Services under Medicaid Plan

2.1 If Dentist treats an Enrollee, Delta Dental's payment shall not exceed the lesser of Dentist's submitted fee or the amount on the Delta Dental of Idaho Medicaid Fee Schedule. This applies to all locations at which the Dentist participates in the Delta Dental of Idaho Medicaid Network. Dentist is prohibited from seeking payment from the Enrollee for any covered services provided to the Enrollee. Covered services are reimbursed at 100 percent of the Delta Dental of Idaho Medicaid Fee Schedule. The Delta Dental of Idaho Medicaid Fee Schedule is available in the Dentist Portal on Delta Dental's web site www.deltadentalid.com.

2.2 If a procedure does not appear on the Delta Dental of Idaho Medicaid Fee Schedule, it is not a covered benefit. In addition, prior to rendering any non-covered services to any Enrollee, Dentist shall be required to inform the Enrollee of the cost for non-covered services and obtain a signed private pay form from the Enrollee. If an Enrollee or responsible party agrees to pay for a non-covered service and signs a private pay form, the Dentist may charge their usual and customary fee to the Enrollee or responsible party.

2.3 Due to federal Medicaid requirements, Enrollees cannot be charged for a missed appointment.

2.4 Dentist agrees to make arrangements for emergency dental care to be available for Enrollee(s) 24/7, including vacations and holidays. "Emergency Dental Care" means dental care that is necessary due to a dental condition which, after applying the prevailing dental standards of judgment and practice within the community, would require immediate dental intervention. Conditions needing urgent dental care include, but are not limited to, significant oral or dental pain, suspected or obvious infection, or oral or dental trauma.

3. Compliance with Laws and Medicaid Program Requirements

3.1 Dentist agrees to comply with all applicable Medicaid laws and regulations, including applicable sub-regulatory guidance and contract provisions, including without limitation federal and State laws designed to prevent or ameliorate fraud, waste, and abuse, such as applicable provisions of Federal criminal law, the False Claims Act (31 USC §§ 3729 et. seq.), and the anti-kickback statute (Section 1128B(b) of the Social Security Act).

3.2 Dentist shall comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and may not discriminate against enrolled Members on the basis of race, color, national origin, or mental or physical handicap.

3.3 Dentist agrees to provide an Enrollee covered services pursuant to applicable federal and State laws, regulations, codes, guidelines, and requirements as may from time to time be promulgated by the United States Department of Health and Human Services. Dentist also agrees to abide by Dentist's Agreement, this Addendum with Delta Dental, and Delta Dental's Idaho Medicaid Provider Manual.

3.4 Delta Dental and Dentist are required to comply with all applicable federal, State and local laws and regulations, and all amendments thereto. Dentist accordingly understands and agrees that this Addendum and/or the Participation Agreement as it relates to this Addendum shall be deemed automatically amended as necessary to comply with any applicable State or federal or regulation, or any applicable provision of the State requirements. Any provision of the Addendum deemed to conflict with the State obligations imposed upon Delta Dental or Dentist by IDHW shall be null and void, and all other provisions shall remain in full force and effect.

3.5 In accordance with Title IV of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et. seq.*) and its implementing regulation, 45 C.F.R. §80 (2001) (as amended), Dentist shall deliver Covered Services in a culturally competent manner to all Covered Persons, including those with limited English proficiency and diverse cultural and ethnic backgrounds and must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this Addendum. Dentist shall respect the Medicaid participant's right to privacy, dignity, and free choice of provider.

3.6 Dentist shall indemnify, defend and hold IDHW harmless from all claims, losses, or suits relating to activities undertaken pursuant to the contract between IDHW and Delta Dental. Dentist further covenants and agrees that in the event of a breach of this Agreement by Delta Dental, termination of this Agreement, or insolvency of Delta Dental, Dentist shall provide all services and fulfill all of its obligations pursuant to the Agreement for the remainder of any month for which IDHW has made payments to Delta Dental, and shall fulfill all of its obligations respecting the transfer of Covered Persons to other providers, including record maintenance, access and reporting requirements, all such covenants, agreements, and obligations of which shall survive the termination of this Agreement.

3.7 Dentist acknowledges and agrees that the State is the intended third-party beneficiary of this Agreement and as such, the State is entitled to all remedies available to third-party beneficiaries under Idaho law.

4. Prohibited Affiliations

Dentist warrants and represents as of the Effective Date and throughout the term of this Addendum, and the duration of post expiration or termination transition activities as may be applicable, that Dentist, its principals or any individual or entity it employs or has contracted with to carry out its part of this Addendum or the Agreement is not any of the following "Ineligible Persons":

4.1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549, or an individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this Section 4.1.

4.2. An individual or entity that is excluded from participation in any Federal healthcare program under section 1128 or 1128A of the Social Security Act (i.e., on the OIG Exclusion List).

4.3. An individual or entity on the State of Idaho Medicaid Exclusion List.

5. Overpayment Recovery

Upon receiving notice of an overpayment of fees, Dentist shall cooperate with Delta Dental, Health and Human Services (HHS) or other regulatory and governmental agencies as applicable, in the recovery of such overpayment.

6. Access and Audits

Dentist acknowledges and agrees to the following:

6.1. Delta Dental, the State, the Centers for Medicare & Medicaid Services (CMS), the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of Dentist, or of Dentist's subcontractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the State Contract.

6.2. Dentist will make available, for purposes of an audit, evaluation, or inspection under Section 6.1 of this Addendum, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to enrolled Members.

6.3. Dentist agrees that the right to audit provided for in this Section 6 will exist through seven (7) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

6.4. If Delta Dental, the State, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, Delta Dental, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit Dentist at any time.

7. Record Retention and Transfer

7.1. Dentist shall maintain any physical or electronic records necessary to disclose the extent of services Dentist furnishes pursuant to this Addendum including, but not limited to the following: (1) billings and account ledgers; (2) records of patient appointments; (3) patient history forms, medical records, diagnosis, and orders prescribed and treatment plans; (4) records of requests for and results of tests and examinations ordered or furnished; (5) records of prescriptions, medications, assistive devices, or appliances prescribed, ordered, or furnished; and (6) all records which are necessary to justify the amount of claims for payment which are determined by cost reimbursement or a similar basis, including billing documents showing the cost of services or supplies provided to the recipient. Dentist shall maintain such records for a minimum of seven (7) years, and longer when required by State law or Medicaid

requirements. Dentist shall make these records available to any duly authorized DHS representative or agent, including the DHS investigative and recovery service, a representative of the fiscal agent, and any representative of the Idaho Medicaid fraud control unit. These records shall be made available at Dentist's place of business during normal business hours or upon agreement of Delta Dental and appropriate representatives of the State at any other mutually convenient time or place.

7.2 Dentist agrees to make medical records for Enrollees available for transfer to new Dentists at no cost to the Enrollee.

8. Required Disclosures

Dentist shall comply with the disclosure requirements in 42 CFR Part 255, Subpart B. Dentist shall also disclose any offshoring of subcontracted activities in accordance with CMS requirements and Delta Dental's direction.

9. Use of Federal Funds

Dentist shall not use Federally-appropriated funds for lobbying or any other prohibited purpose.

10. Term and Termination

10.1 This Addendum shall become effective on the Effective Date as set forth in Section 12.3 below and shall continue in effect until the Participation Agreement or this Addendum is terminated as provided in Section 10 of the Participation Agreement.

10.2 Effect of Termination. Termination of the Participation Agreement shall automatically terminate this Addendum. Delta Dental's payment to Dentist for oral health care services rendered to a Member enrolled in a Medicaid Plan after termination of this Addendum shall be determined under Delta Dental's Nonparticipating Dentist fee schedule.

10.3 Notice of Termination. If Dentist terminates the Participation Agreement (and thereby this Addendum) for any reason, Dentist shall, prior to providing any oral health care services to a Member after the effective date of such termination pursuant to Section 10 of the Participation Agreement: (i) notify such Member that Dentist has terminated participation in the Member's Medicaid Plan Dentist network and that fees or charges for such services will not be determined in accordance with the Member's Medicaid Plan; and (ii) inform the Member of the fees Dentist will charge the Member for such services. If Dentist fails to provide such notice, Dentist shall continue to be bound by the terms of the Participation Agreement and this Addendum with respect to any Covered Services rendered to the Member after the effective date of such termination pursuant to Section 10 of the Participation Agreement. Upon request, Dentist shall provide to Delta Dental proof of delivery of such notice to the Member.

11. Remaining Terms

Except as modified by this Addendum, all terms of the Participation Agreement remain in effect. Dentist shall be subject to the terms and conditions of the Participation Agreement in providing Covered Services pursuant to this Addendum.

12. Signatures; Effective Date

12.1 Counterparts. This Addendum may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original but all of which together shall constitute a single agreement.

12.2 Electronic Signature. Dentist and Delta Dental may sign this Addendum by means any electronic sound, symbol or process attached to or logically association with this Addendum (including but not limited to facsimile or email) and executed and adopted by such Party with the intent to sign this Addendum (“electronic signature”). Electronic signature (whether digital or encrypted) of this Addendum by a Party is intended by such Party to authenticate the document and to have the same force and effect as a manual signature by such Party. By affixing Dentist’s electronic signature on the signature line below, Dentist confirms Dentist’s intent to sign and be bound by the terms and conditions of this Addendum.

12.3 Effective Date. This Addendum is effective as of the date (“Effective Date”) on which the Participation Agreement between Delta Dental and Dentist is effective pursuant to Section 21.3 of the Participation Agreement.

In witness whereof, Dentist and Delta Dental have signed this Addendum, effective as of the date approved by Delta Dental below.

DENTIST

DELTA DENTAL OF IDAHO

Signature: _____

Signature: _____

Name: _____

Name: Greg Donaca

Title: Chief Executive Officer

Tax ID No.: _____

License No.: _____

Date Approved by Delta Dental Plan of Idaho, Inc.:

Signature Date: _____

Practice Name: _____

Address 1: _____

Address 2: _____

City, State and Zip: _____

Email: _____

Office phone: _____

Mobile phone: _____