



Florida Combined Life Dental
P.O. Box 45132
Jacksonville, Florida 32232-902

Participating Provider Agreement

This Participating Provider Agreement (herein "Agreement") is made and entered into between Florida Combined Life Insurance Company, Inc. (herein "FCL"), an independent corporation which is affiliated with the Blue Cross and Blue Shield Association and the undersigned individual Provider or Dental Group.

For the purpose of this Agreement, the term "Provider" shall mean either the undersigned individual Provider or Dental Group. Where the undersigned is a Dental Group, the term "Practitioner(s)" shall mean each individual Provider employed, contracted, or otherwise engaged by the undersigned Dental Group and accepted by FCL to participate under the terms of this Agreement.

Section 1 Definitions

- 1.1 "Allowable Expense" means the maximum amount of payment allowed by FCL for Dental Benefits covered under the applicable Member's Dental Program.
- 1.2 "Affiliated Parties" means Provider's employees, affiliates, subsidiaries, members of its board of director, key management, or executive staff.
- 1.3 "Applicable Laws" shall mean all applicable laws to which a party is subject.
- 1.4 "Centers for Medicare and Medicaid Services" or "CMS" means the federal agency within the Department of Health and Human Services responsible for administration of Medicare.
- 1.5 "Coinsurance", "Deductible" or "Copayment" means the sharing of expenses of Dental Benefits between the Member and FCL. The amount of any such expense is set forth in the applicable Dental Program.
- 1.6 "Confidential Information" shall mean any and all information furnished or disclosed, in whatever form or medium, concerning either FCL or Provider (each a "Transmitting Party") including, without limitation, such Transmitting Party's intellectual property, clients, customer lists, business contacts, business plans, policies, procedures, techniques, know-how, standards, products, source or object code, licensed technology and technology providers, product or service specifications, manuals, agreements, economic and financial information, marketing plans, data, reports, analyses, compilations, statistics, summaries, studies, and any other materials or information, or any materials based thereon, whether written or oral, furnished directly or indirectly by a Transmitting Party or any of such Transmitting Party's directors, officers, employees, agents, attorneys, accountants, advisors and other representatives (collectively, "Representatives"). Any technical or business information of a third person furnished or disclosed by a Transmitting Party to either FCL or Provider (severally, each a "Receiving Party") shall be deemed "Confidential Information" of the Transmitting Party and subject to the terms of this Agreement. Specifically included within the definition of Confidential Information is any (i) Protected Health Information ("PHI") as that is defined by Health Insurance Portability and Accountability Act of 1996 and related regulations, including 45 C.F.R. Parts 160 and 164, as amended (collectively "HIPAA"), and (ii) any Nonpublic Personal Information ("NPPI") as that term is used in Sections 501 et seq. of the Gramm Leach Bliley Act (Public Law 106-102), as amended, and its related regulations ("GLB"). PHI and NPPI shall be referred to collectively herein as "Personally Identifiable Information." The term "Confidential Information" shall not include information which (a) is

or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach of this Agreement, unless such information is Personally Identifiable Information of any of the Transmitting Party's customers, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source, other than the Transmitting Party or its Representatives, that is not bound by a confidentiality or similar agreement prohibiting the disclosure thereof, unless such information is Personally Identifiable Information of any of the Transmitting Party's customers or end users, (c) is within the Receiving Party's possession prior to being furnished, provided the Receiving Party can establish with appropriate documentation that the same or substantially similar data or information was already in the Receiving Party's possession at time of disclosure by the Transmitting Party, or (d) is independently developed by the Receiving Party, provided the Receiving Party can establish with appropriate documentation that the same or substantially similar data or information was developed by the Receiving Party without reference to, use of, or reliance upon the data or information disclosed by the Transmitting Party.

- 1.7 "Delegated Entity" means any party that enters into an agreement with FCL to provide administrative services or health care services to qualified individuals, qualified employers, or qualified employees and their dependents. To the extent that Provider provides services to FCL's QHP Members thereof, Provider is a Delegated Entity.
- 1.8 "Dental Manual" means the official manual controlled by FCL and made available to Provider. This document which sets forth the policies, procedures and requirements applicable to Providers providing dental services to Members.
- 1.9 "Dental Program" means the dental benefit program under which the Member is covered by, or through (e.g. under a reciprocity or other agreement with FCL for the provision of Dental Benefits) FCL, and which specifies the covered Dental Benefits, as well as participation in a nationwide dental network organized by other Blue Cross and Blue Shield Association affiliates, known as the GRID Dental Corporation, or "National GRID." This means that participating Providers will extend the benefits of the dental contract (including the Allowance) to National GRID members who may receive services in Florida from a participating Provider. As United Concordia offers to its members, FCL participating Providers will also participate in the Advantage Plus dental network of United Concordia Companies, Inc. ("UCCI"). As Blue Cross and Blue Shield of Florida ("BCBSF") offers certain dental products to its members utilizing FCL's network, participating Providers will also participate in such network offerings by agreeing to provide services to BCBSF members who seek such services in Florida.
- 1.10 "Dental Benefits" means those covered dental services and supplies, together with exclusions and limitations, as set forth in the applicable Dental Program.
- 1.11 "Member" means each individual covered under a Dental Program.
- 1.12 "Provider" means a duly licensed Provider who has contracted with FCL to participate in its Dental Program(s).
- 1.13 "Downstream Entity" has the meaning set out in 42 C.F.R. § 422.500(b). Downstream Entities include Provider and any of Provider's subcontractors and their subcontractors down to the level of the ultimate provider of health and administrative goods and services to MA Members under the terms of the Agreement.
- 1.14 "Exchange" or "Health Insurance Marketplace" means a governmental agency or non-profit entity that meets the applicable standards of 45 C.F.R § 155 subpart D and makes QHP available to individuals and employers. This term includes both state and Federally-Facilitated Exchanges.
- 1.15 "First Tier Entity" has the meaning set out in 42C.F.R. § 422.500(b). First Tier Entities consist of MA Plan's subcontractors, including FCL, that provide administrative services or health care services to MA Members.
- 1.16 "MA Plan" means Florida Blue, A Medicare Advantage Organization offering Medicare Advantage

Programs through a MA Contract.

- 1.17 “MA Contract” means the contract between CMS and MA Plan.
- 1.18 “Qualified Health Plans” or “QHPs” means a health plan that has in effect a certification that it meets the standards described in subpart C of part 156 issued or recognized by each Exchange through which such plan is offered in accordance with the process described in subpart K of part 155.
- 1.19 “QHP Issuer Agreement” means the agreement(s) between CMS and FCL to offer QHPs through the Exchange or Health Insurance Marketplace.
- 1.20 “State” will mean the State of Florida.
- 1.21 Other Definitions. The definitions of capitalized terms used in this Agreement but not defined in this Agreement are set forth in the “Definitions” section of the Dental Manual.

Section 2 FCL Responsibilities

- 2.1 Exercise best efforts to adjudicate and pay each Clean Claim for Dental Benefits directly to the Provider within 30 days of receipt or in accordance with applicable federal or state prompt payment laws.
- 2.2 Market and promote its Dental Programs, and provide access to a listing of Providers to Members, employer groups and other Providers, in conformity with FCL’s marketing program then in effect.
- 2.3 To provide other programs that support, service and educate the Provider and office staff in conformity with FCL’s programs then in effect.

Section 3 Provider Responsibilities

- 3.1 Licensure and Certification. Maintain in full force and effect at all times during the term of this Agreement all licenses, permits, certifications, and other regulatory approvals required to provide dental services in the State of Florida, and to provide medically necessary services and supplies to Members within the scope of, and in accordance with, all Applicable Laws, regulations, and dental professional and ethical standards. Provider shall be responsible for the care, treatment, and maintenance of a professional relationship with each Member and shall be solely responsible for making treatment recommendations and decisions in consultation with those patients. Provider warrants that Provider, and all health care practitioners, including employees, contractors and agents of Provider, who render Covered Services to MA Members and QHP Members, shall be at all times during the term hereof, properly licensed by the state in which such services are rendered, certified, qualified and in good standing in accord with all applicable local, state, and federal laws. Provider, Provider’s sites, and all providers rendering services hereunder shall meet applicable requirements and be properly certified under the Medicare programs, as set forth in Title XVIII of the Social Security Act. Upon request, Provider shall provide satisfactory documentary evidence of such licensure, certification, and qualifications of Provider, Provider’s sites, and other health care providers rendering services at Provider’s sites. Either the MA Plan will review the credentials of Provider and other medical professionals affiliated with Provider or the MA Plan will review and approve the credentialing process and will audit the credentialing process on an ongoing basis.

- 3.2 Provide dental services within the scope and parameters of Provider's practice and specialty to Members on the same basis as Provider renders to individuals who are not Members under a Dental Program. Provider shall perform Covered Services and shall ensure that Downstream Entities perform Covered Services in a manner that complies and is consistent with FCL's obligations to MA Plan and MA Plan's obligations to CMS set forth in the MA Contract. Additionally, Provider shall perform Covered Services and shall ensure that Downstream Entities perform Covered Services in a manner that complies and is consistent with FCL's obligations to CMS set forth in the QHP Issuer Agreement.
- 3.3 Provider shall not differentiate or discriminate in the treatment of Members on the basis of race, sex, age, handicap, religion, national origin, sexual orientation, source of payment, or other status as defined by Applicable Laws; provided, however, nothing shall affect Provider's right to refuse to treat any Member for appropriate professional reasons and in accordance with Applicable Laws, subject to the Member's right to file a grievance concerning Provider's refusal to treat that individual.
- 3.4 Comply with all provisions as set forth in the Dental Manual, which is hereby incorporated by reference into this Agreement.
- 3.5 Satisfy the Conditions of Participation and all other requirements set forth in the Dental Manual, with the understanding that this Agreement and network participation may be terminated immediately for noncompliance with this provision.
- 3.6 Acknowledge that the claims filing and coding policies of other payors may affect the processing of a Provider's claims.
- 3.7 Maintain non-emergency hours of operation that are comparable to the hours of operation offered to individuals whose services will be paid on a self-pay basis or paid by another third-party payor. In addition Provider shall provide or arrange for twenty-four (24) hour per day, seven (7) days per week emergency coverage access via answering service/answering machine directing patients how to access afterhours emergency care.
- 3.8 Cooperate with and participate in access surveys, which may be implemented or conducted by FCL to monitor Provider's compliance with FCL's accessibility and availability standards, and FCL's member satisfaction surveys.
- 3.9 Provider acknowledges that FCL, in and pursuant to its various agreements with groups and individuals to provide prepaid health care and as required by federal and state agencies and Laws, will comply with the established grievance resolution and appeal procedures as set forth in the Dental Manual. Except in the case of an Emergency Dental Condition or when approved by FCL, Provider shall refer Members only to Participating Providers to receive dental health care services other than those Services that Provider shall provide to Member pursuant to the terms of this Agreement.
- 3.10 Provider shall prepare and maintain all appropriate records concerning the provision of payment for Covered Services rendered to Members ("Records"). Records shall be maintained in accordance with customary industry record-keeping standards, Dental Manual requirements, and Applicable Laws. Provider shall keep Provider's Records for at least ten (10) years from the date those services were rendered or longer if required by Applicable Laws. Provider may maintain the Records in digital format using commercially available and adopted software. FCL, MA plan, HHS, and the Comptroller General, or their designees, regulators or accreditation agencies; shall have the right to inspect and make copies of the Records upon reasonable notice and during Provider's regular business hours. Neither FCL nor its designees shall be required to pay for copies of the Records. Provider agrees to obtain any releases required by Applicable Laws to provide access to the Records.

- 3.11 The parties agree to cooperate with each other to promptly resolve any outstanding financial, administrative, or patient care issues upon the termination of this Agreement. Provider agrees to inform current or potential Members that he/she is no longer a Network Provider on and after the termination date of this Agreement. Provider agrees that if this Agreement is terminated, he/she shall continue to provide Covered Services to a Member who has not completed a course of treatment for the lesser of the period required to complete that course of treatment or until FCL makes appropriate arrangements to transfer the care of that Member to another Network Provider. Provider shall ensure the provisions of this Section survive the termination for a period of at least ninety (90) days. Payments to Provider for Covered Services rendered in such circumstances will be made in accordance with the terms of this Agreement or the Dental Manual.
- 3.12 In the event Provider shall refer a Member to receive Covered Services to another professional, Provider shall make best efforts to ensure that the referred to dental specialist is a participating FCL Provider.

Section 4 Compensation

- 4.1 Provider agrees to accept as payment in full from FCL, the lesser of the Provider's regular charges or the Allowable Expense (based upon the Schedule of Allowances applicable to the network utilized by the Member's Dental Program), less any applicable Deductible, Coinsurance, or Copayments for which the Member is responsible under such Dental Program. A listing of the dental networks is included on the Signature page of this Agreement. Provider may bill the Member his/her usual and customary fee for non-covered services (other than those services, which would otherwise qualify as Dental Benefits but are excluded due to waiting periods, plan maximums or frequency limitations).
- 4.2 All payments made to Provider will be in accordance with coordination of dental insurance benefits. When FCL is not "primary" under established coordination of benefits guidelines, FCL will pay Provider only the amounts which, when added to amounts to be received by Provider from other sources, equal 100% of the payment that may be due from FCL under this Agreement, less any applicable Coinsurance, Copayments and Deductible amounts.
- 4.3 If FCL reasonably determines that it has made erroneous overpayments or underpayments to Provider on behalf of a member, it may recover payments from or shall make additional payments to Provider to correct such errors. This reconciliation of payments due with payments made shall be made by way of offset of overpayments against any amounts owed to the Provider for other claims or additional payments made to Provider. Any action by FCL to recover an overpayment or by Provider to recover underpayment shall be commenced within eighteen (18) months after the overpayment or underpayment occurred, except in the case of fraud or other illegal acts, in which case no time limit shall apply.

Section 5 Billing/Assignment

- 5.1 Provider shall accept assignment and shall bill FCL his/her usual and customary fees for dental services provided to members within 365 days of providing such dental services. Billing shall be on most current standard American Dental Association claim form.
- 5.2 Provider agrees that in no event, including but not limited to nonpayment by FCL, insolvency of FCL, or breach of this Agreement by FCL, shall Provider bill, charge, or collect a deposit from, seek compensation or reimbursement from, or have any recourse against a Member or persons, including a health plan entity, other than FCL acting on the Member's behalf for Dental Benefits provided pursuant to this Agreement. This provision does not prohibit collection of Deductibles, Coinsurance, or Copayments under the applicable Dental Program. Provider further agrees that this provision shall survive the termination of this Agreement.

- 5.3 Provider shall use best efforts to determine whether a Member has any other group dental insurance, workers compensation insurance or any other plan under which a third party may be responsible for payment of Dental Benefits rendered by Provider. Provider shall notify FCL of any such coverage.

Section 6 Marketing, Advertising, and Publicity

- 6.1 FCL shall have the right to use Provider's name and other identifying information (e.g. contact information) to identify Provider as a Network Provider in written, electronic, or oral communications; otherwise, neither party shall use the other party's name, symbols, trademarks, or service marks in any other manner, including advertising or promotional materials, without the prior written consent of the other party.

Section 7 Terms and Termination

- 7.1 Term of the Agreement - This Agreement shall become effective on the Effective Date and continue in effect until it is terminated by either party in accordance with its terms or Applicable Laws.
- 7.2 Termination of Agreement Without Cause - Either party may terminate this Agreement for any reason and without cause upon ninety (90) days written notice to the other party. The parties may also terminate this Agreement at any time by written mutual consent.
- 7.3 Termination of Agreement With Cause - This Agreement may be terminated by FCL immediately in the event: (1) the Provider's license to practice Dentistry is suspended or revoked; (2) the Provider receives a reprimand, is fined, or put on probation by any board, commission, or other entity which is created to exercise regulatory or rulemaking authority over the practice of Dentistry; (3) the Provider is suspended or excluded from participation in Medicare or Medicaid programs, (4) the Provider fails to maintain the professional liability insurance required under this Agreement; (5) if, in the judgment of FCL, the Provider fails to provide acceptable accessible, quality dental services to Members; or (6) the Provider breaches any material provision of this Agreement, or has knowingly falsified or withheld material information on the application to provide dental services under this Agreement.
- 7.4 Post-Termination Obligations - The parties agree to cooperate with each other promptly to resolve any outstanding financial, administrative, or patient care issues upon the termination of this Agreement. Provider agrees to inform current or potential Members that Provider no longer has an Agreement with FCL upon the termination of this Agreement. Following termination of this Agreement, any payments to Provider for covered Services made in accordance with the terms of this Agreement at the rates in effect as of the date of termination. The termination of this Agreement shall not release a party from any duties or obligation accrued or incurred until the date of termination. The parties shall cooperate in good faith to minimize any disruption of the other party's operation following the termination of this Agreement.

Section 8 Insurance

- 8.1 Provider agrees to maintain at all times, at Provider's sole cost and expense, both: comprehensive general liability insurance and malpractice insurance in an amount not less than \$100,000 per occurrence or \$300,000 annual aggregate by a company licensed to do business in the State of Florida. Upon request, Provider shall provide FCL with copies of insurance policies required by this Agreement. Provider agrees to immediately notify FCL of any material changes or lapses in coverage, change of insurance carrier or limits, or termination of coverage.

Section 9 Quality Improvement/Peer Review

- 9.1 Provider agrees to cooperate with, participate in, and abide by, FCL's quality improvement and review programs then in effect. FCL Participating Providers shall provide dental services to Members in accordance with the prevailing professional standards in their community, and the Dental Practice Act of the State of Florida.
- 9.2 Provider agrees to cooperate and provide FCL with any information necessary to assist in the resolution of a Member's complaint.

Section 10 Credentialing

- 10.1 Provider must submit an application and be credentialed to be a Participating Provider in the FCL dental network. Dental services shall only be provided under this Agreement by Providers who have been approved under the FCL credentialing process. Provider shall submit and update all credentialing information and cooperate with all FCL credentialing and re-credentialing processes, policies, and procedures.

Section 11 Notification of Changes

- 11.1 Provider shall immediately notify FCL if: the Provider's license to practice Dentistry is suspended or revoked; the Provider's professional liability or malpractice insurance changes or is revoked, or, Provider has been found to have committed malpractice or an act of professional misconduct by a court or arbitrator.
- 11.2 Provider shall immediately notify FCL of any changes in the Provider's address, additional offices, and telephone numbers and of any material changes to his/her practice.

Section 12 Eligibility/Identification Cards

- 12.1 FCL agrees to provide information concerning eligibility for coverage under the Member's Dental Program during regular working hours.
- 12.2 FCL will provide identification cards to Members, indicating the name of the Member, policy, and telephone numbers and other relevant information.
- 12.3 Neither the presentation of an identification card or verification of coverage information by FCL shall be a guarantee of payment. Dental Benefits will be paid in accordance with the provisions of the applicable Dental Program then in effect.

Section 13 Confidentiality of Personal Information

- 13.1 Provider specifically agrees to the following requirements:
 - a) Provider shall not use or further disclose "individually identifiable health information" or "financial information" (as defined by The Health Insurance Portability and Accountability Act of 1996 and Section 626.9651, Florida Statutes, respectively) other than as permitted by this Agreement or as required by law;

- b) Provider shall use appropriate safeguards to prevent unauthorized uses or disclosures, reporting to FCL any known use or disclosure of individually identifiable health information not provided for by this Agreement;
- c) Provider shall ensure that its agents, contractors, representatives, Downstream Entities, and business associates agree to these same requirements;
- d) Provider shall make individually identifiable health information (solely that portion that relates to that subject of the information) available for inspection and amendment in accordance with the HIPAA privacy rules;
- e) Provider shall make individually identifiable health information (solely that portion that relates to that subject of the information) available to FCL in accordance with the HIPAA privacy rules;
- f) Provider shall make an accounting of disclosures, other than disclosures for treatment, payment, and/or health care operations, relevant to individually identifiable health information available to individuals or FCL upon request in accordance with the HIPAA privacy rules;
- g) Provider shall make available, upon request by FCL or the U.S. Dept. of Health and Human Services or other applicable federal or state regulatory body, such information as requested or required by the U.S. Dept. of Health and Human Services or other applicable federal or state regulatory body;
- h) Parties specifically acknowledge that a breach of the terms of this section shall be considered a material breach;
- i) No party shall be deemed a third party beneficiary of this section.

Section 14

Medicare Advantage Program and QHP Requirements

- 14.1 Maintenance and Provision of Certain Information. Provider acknowledges that FCL and MA Plan are required under applicable federal law and regulations to submit to CMS certain information regarding the benefits provided by MA Plan and quality and performance indicators. Provider acknowledges that FCL and MA Plan may be required under such laws and regulations to disclose certain information to MA Members and QHP Members in such form and manner requested by CMS. Provider shall maintain all records and reports reasonably requested by FCL and shall provide such records and reports to FCL to enable FCL and MA Plan to meet their obligations to submit such information to CMS and to disclose certain information to MA Members and QHP Members as required by applicable law and regulations.
- 14.2 Offshore Operations. Provider shall not disclose any of MA Members' or QHP Members' health or enrollment information, including any dental records or other protected health information (as defined in 45 C.F.R. § 160.103) or allow the creation, receipt or use of any of MA Plan's or FCL's protected health information by any Downstream Entity for any function, activity or purpose to be performed outside of the United States, without FCL's prior written approval.
- 14.3 Cease Payment Upon Exclusion. FCL shall immediately cease making all payments to Provider for Covered Services provided to MA Members and QHP Members by excluded persons as described in Section 8 as of the date Provider, or any Affiliated Party employed by Provider has been excluded from participation under Medicare as determined by CMS.
- 14.4 Contracts with Downstream Entities. If Provider contracts with a Downstream Entity to fulfill Provider's obligations hereunder, Provider shall require the Downstream Entity by written agreement, and shall require such Downstream Entities to include in their contracts with other Downstream entities, to comply with all provisions of these Required Terms and which expressly requires each Downstream Entity to: (a) comply

with all applicable laws and regulations, including but not limited to the provisions of 45 C.F.R. Parts 155 and 156 and 42 C.F.R. Part 422, to the extent relevant, in performing or assisting in the performance of services; and (b) grant access to its books, contracts, computers, or other electronic systems relating to such Downstream Entity's compliance with applicable provisions under 45 C.F.R. Parts 155 and 156 and 42 C.F.R. Part 422 to FCL, MA Plan, and HHS and the Comptroller General (or their designees) for the duration of the period in which the Agreement is effective, and for a minimum of ten (10) years from the date the Agreement terminates or the date of completion of an audit by CMS, whichever is later. FCL retains the right to approve, suspend, or terminate any arrangement between Provider and a selected Downstream Entity with respect to services provided under these Required Terms.

14.5 Excluded Persons. Provider represents and certifies that neither it, nor its Affiliated Parties or Downstream Entities have been suspended or excluded from participation in the Medicare program or any other federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)). Provider shall check appropriate databases regularly, but no less than monthly and upon hiring and subcontracting, to determine whether any Affiliated Party or Downstream Entity has been suspended or excluded from participation in the Medicare program or any other federal health care program. Databases include the U.S. Department of Health and Human Services ("HHS") Office of Inspector General List of Excluded Individuals/Entities (<http://exclusions.oig.hhs.gov>) and the General Services Administration's System for Award Management (<http://www.sam.gov/portal>). Provider shall notify FCL immediately in writing if Provider, an Affiliated Party, or any Downstream Entity is suspended or excluded from the Medicare program, or any other federal program monitored as described in this Section. Provider shall prohibit any Affiliated Party or Downstream Entity that appears on any of the above-listed databases or who has opted out of Medicare from doing any work directly or indirectly related to the delivery or administration of Covered Services to MA Members. FCL reserves the right to require Provider to demonstrate compliance with this provision upon reasonable request.

14.6 Fraud, Waste and Abuse Prevention.

- a) Policies and Procedures. Provider shall adopt and follow and Provider shall require its Downstream Entities to adopt and follow policies and procedures that reflect a commitment to detecting, preventing, and correcting fraud, waste, and abuse in the administration of the MA Program and QHPs. Provider shall implement this Section 14.6(a) within a reasonable time period, but not later than 12 months. FCL reserves the right to require Provider to demonstrate compliance with this provision upon reasonable request. Such policies and procedures shall include but are not limited to policies and procedures regarding:
- i. Provider's code of conduct.
 - ii. Ensuring that Provider's managers, officers, and directors who are responsible for the administration or delivery of MA Program and QHP benefits are free of conflicts of interest in the delivery and administration of such benefits.
 - iii. Delivery of annual general and specialized Medicare compliance training for all persons involved in the administration or delivery of MA Program benefits. General compliance training shall include subjects such as Provider's compliance responsibilities, code of conduct, applicable compliance policies and procedures, disciplinary and legal penalties for non-compliance, and procedures for addressing compliance questions and issues. Specialized compliance training shall include prevention of fraud, waste and abuse ("FWA"), FWA laws and regulations, recognizing and reporting FWA, consequences and penalties of FWA, available FWA resources, and areas requiring specialized knowledge of applicable MA Program procedures and requirements in order for Provider to perform or provide services under the Agreement.
 - iv. Prompt reporting of compliance concerns and suspected or actual misconduct in the administration or delivery of MA Program and QHP benefits to FCL, including non-retaliation against any Affiliated Party or Downstream Entity for reporting in good faith compliance concerns and suspected or actual misconduct. Provider acknowledges that violation of such non-retaliation policy constitutes a material breach of this Agreement.
 - v. Monitoring and auditing of Provider's performance of its obligations under these Required Terms.

- b) Cooperation with Compliance Activities. Provider shall cooperate with FCL's or MA Plan's compliance program, including, but not limited to inquiries, preliminary and subsequent investigations, and implementation of corrective action. Provider shall cooperate with CMS's compliance activities, including investigations, audits, inquiries by CMS or its designees, and implementation of any corrective action. Upon completion of any audit that Provider performs pursuant to the Agreement, Provider shall provide FCL a copy of audit results and shall make all audit materials available to FCL upon request.
- c) Fraud and Abuse Statutes. Provider shall comply with federal statutes and regulations designed to prevent FWA, including without limitation applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback statute (42 U.S.C. § 1320a-7b(b)), and the Anti-Influencing statute (42 U.S.C. § 1320a-7a(a)(5))

Section 15

General Provisions

- 15.1 Entire Agreement - This Agreement, together with the Dental Manual, constitutes the entire Agreement between the parties relating to its subject matter and does not supersede any prior written agreements between Provider and FCL.
- 15.2 Relationship of Parties
 - a) FCL shall not interfere with Provider's dental judgment with respect to treatment or with the Provider/patient relationship. Additionally, the parties acknowledge that FCL exercises no control over judgment and/or decisions related to patient care, and that Provider is solely responsible for such judgments and decisions. FCL is not liable for any action by Provider or any person acting on behalf of Provider.
 - b) Each party acknowledges that it is acting as an independent contractor as to the other party to this Agreement. Each party shall be solely responsible for paying for all wages, benefits, fees and taxes related to the performance of services by that party's directors, officers, partners, employees, contractors or other representatives, if any.
- 15.3 Dispute Resolution: Arbitration - Both parties agree to meet and confer in good faith to resolve any dispute or claim arising out of or relating to this Agreement. If the dispute remains unresolved after a reasonable amount of time and negotiation, either party may submit such dispute to binding arbitration, by making a written demand for arbitration on the other party unless otherwise prohibited by law, but in no event later than the date legal proceedings would be barred by the applicable statute of limitations. Arbitration shall be held in the State of Florida at a location to be designated by the party not making the initial demand for arbitration. Unless the parties otherwise disagree, the arbitration shall be conducted in accordance with the rules governing procedure and admission of evidence in the courts in the State of Florida. Each party shall pay its chosen arbitrator, and shall bear equally the expense of the third arbitrator and all other expense of the arbitration, provided that attorney's fees and expert witness fees are not deemed to be expenses of arbitration but are to be borne by the party incurring them. Arbitration shall be governed by provisions of the Florida Arbitration Code.
- 15.4 Assignment/Delegation and Subcontracting
 - a) Provider may not assign any of the Provider's rights or delegate any of the Provider's duties or obligations under this Agreement without first obtaining the written consent of FCL.

- b) FCL has entered into an agreement with United Concordia Companies, Incorporated (“UCCI”). FCL may delegate the performance of certain of its rights, privileges, duties, and obligations as set forth in the Agreement or the Dental Manual. If and to the extent FCL shall substitute another service provider for UCCI, that shall be undertaken by notice to Provider and such substitution shall have no effect upon this Agreement

15.5 Amendment – FCL shall have the right to amend this Agreement or make a material change to the Dental Manual (collectively, “Change”) as follows:

- a) Upon mutual written consent by both parties; or
- b) Automatically upon written notice from FCL to Provider if such changes to any provision(s) of this Agreement are required by any duly enacted or promulgated law or regulation. An Amendment under this section will be deemed to be part of this Agreement as of the effective date of such law or regulation.
- c) Upon at least ninety (90) days prior written notice from FCL to Provider, provided that Provider may terminate this Agreement pursuant to Section 7.2 in the event Provider does not consent to any such Amendment.
- d) Notwithstanding the foregoing, changes by FCL to administrative policies, procedures, rules and regulations, conditions of participation, or similar non-material administrative provisions shall not be deemed to constitute a Change that would require notice from FCL to Provider.

15.6 Mutual Indemnification – Neither party shall have direct, imputed, constructive, or vicarious liability, or liability of any kind, for any claim, loss, damages, expense, or attorneys’ fees resulting from any action or failure to act by the other party or its Representatives. “Loss” or “Losses” shall mean all losses, liabilities, damages claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties). Each party shall save, protect, defend, indemnify and hold the other party and its respective officers, directors, employees, agents, successors and assigns (each an “Indemnitee” and, collectively, the “Indemnitees”) harmless from and against any and all Losses and threatened Losses arising out of (a) the negligence or intentional misconduct of the party or its employees, (b) misrepresentation of any facts, or (c) any damage to property and injuries (including death) to any persons caused by the indemnifying party, its employees or Representatives. As conditions to a party’s obligations under this Section, and Indemnitee shall (i) give the indemnifying party prompt written notice of a claim, action, or suit, (ii) reasonably cooperate with the indemnifying party in the defense and settlement of such claim, action, or suit, and (iii) give the indemnifying party authority to control the defense of the claim, action, or suit and any settlement negotiations, provided that under no circumstances shall the indemnifying party have any authority to commit any Indemnitee to make any payment to take or refrain from any action.

15.7 Payments from Federal Funds. Payments to Provider under this Amendment may be, in whole or in part, from federal funds, and as such, Provider is subject to all laws applicable to individuals or entities receiving federal funds.

15.8 Waiver - Any failure by FCL to enforce or to require the strict adherence to any provision of this Agreement shall in no event constitute a waiver of such provision or prevent FCL from enforcing such provision or any other provision of this Agreement in the future.

15.9 Headings - The use of headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15.10 Governing Law – Each party shall, at its own cost and expense, perform its obligations under this Agreement in compliance with applicable Laws. This Agreement shall be construed in accordance with the laws of the State of Florida, without giving effect to any provisions relating to conflict of laws. This Agreement shall be construed without regard to its authorship.

- 15.11 Authority – The individual who has executed this Agreement on behalf of a party is duly authorized to enter into it as a binding obligation of that party. Each party further represents that the execution and performance of this Agreement: (a) will not violate or infringe upon the rights of any third party; (b) will not conflict with or violate any commitment, agreement, or understanding that the party has or will have with any other person or entity; and (c) will comply with Applicable Laws. If a party breaches this representation, it shall fully defend and indemnify the other party against any Loss proximately resulting from the breach of this representation.
- 15.12 Conflict with Benefit Plans of Members – If there is any conflict between the terms of this Agreement and the Benefit Plan of the Member receiving Covered Services from Provider, the terms of the Benefit Plan of the Member shall control.
- 15.13 Partial Invalidity – Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Laws. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, that provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceability without invalidating the remainder of this Agreement, unless such a construction would be unreasonable. If any provision of this Agreement is determined to be prohibited or unenforceable, the parties agree to use reasonable commercial efforts to substitute one or more valid, legal, and enforceable provisions that, insofar as predictable, implement the purposes and intent of the prohibited or unenforceable provision.
- 15.14 Notices - Any notice, amendment or consent required to be given under this Agreement shall be in writing and shall be delivered by hand, nationally recognized courier, first-class, registered, or certified mail, or electronic or facsimile transmission addressed to the recipient at the following address:

**Florida Combined Life
Attn: Provider Relations
4800 Deerwood Campus Pkwy, Bldg. 400, Suite 600
Jacksonville, Florida 32246**

I, the undersigned Provider, hereby elect to participate in the networks checked below:

- BlueDental Choice PPO
Reimbursement based upon the BlueDental Choice Schedule of Allowances (by geographic area)
- BlueDental Choice Copayment PPO
Reimbursement based upon the BlueDental Choice Copayment Schedule of Allowances
- Federal Employee Dental Program-FEP
Reimbursement based upon the FEP Dental Schedule of Allowances
- BlueDental Access Max
Reimbursement based upon the BlueDental Access Max Schedule of Allowances unless the Provider or Dental Group is participating in the BlueDental Choice PPO, in which case the reimbursement will be based upon the BlueDental Choice Schedule of Allowances (by geographic area)

IN WITNESS WHEREOF, each of the parties to this Agreement hereby acknowledges they have read and understand this Agreement, and, have executed and entered into this Agreement as of _____.
(To be completed by Plan)

PROVIDER

**FLORIDA COMBINED LIFE
INSURANCE COMPANY, INC.**

Signature

Name/Title

Date

Address

Tax Identification Number

NPI Number Type 1 (Individual)

By: _____
(Signature)

Name Edward A. Murphy

Title: Executive Vice President

Date of Signature: _____
