

## ADMINISTRATIVE SERVICES AGREEMENT

**THIS ADMINISTRATIVE SERVICES AGREEMENT** (this “Agreement”), effective the later of (i) September 1, 2013 or (ii) such date as approved by the appropriate regulatory agency(ies), regardless of the execution date hereof (the “Effective Date”) is by and between DentaQuest, LLC (“Vendor”) and UnitedHealthcare Community Plan of Ohio, Inc. on behalf of itself and its Affiliates (“United”). For services provided on or after its Effective Date, this Agreement supersedes and replaces any existing agreements between the parties relating to the same subject matter, including the IDS Agreement between United (successor of Unison Health Plan of Ohio, Inc. f/k/a BHP of Ohio, Inc. D/B/A Better Health Plans of Ohio) and Vendor (f/k/a Doral Dental USA, LLC).

**WHEREAS**, Vendor provides certain network management and/or administrative services related to the provision of Covered Services to Covered Persons;

**WHEREAS**, United issues and/or administers Benefit Plans on behalf of itself and Payors for the benefit of Covered Persons;

**WHEREAS**, In order to effectively carry out its operations, United desires to contract with Vendor for the provision of certain network management and/or administrative services;

**WHEREAS**, this Agreement describes the services Vendor shall provide to United and Covered Persons whereby the services shall be described in detail in a separate Services Addendum to this Agreement.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Vendor and United hereby agree as follows:

### SECTION 1 APPLICABILITY STATEMENT

This Agreement outlines the understanding, rights and obligations between Vendor and United regarding the administration of one or more health care program(s). The parties are entering into this Agreement for the provision of certain administrative and other services related to the delivery of covered health care services and products for individuals enrolled in the Ohio Medicaid (CFC & ABD) and MME programs.

### SECTION 2 DEFINITIONS

As used in this Agreement and all exhibits attached hereto, the following terms shall have the meanings set forth below. Additional definitions are set forth in the attached exhibits.

2.1 **Affiliate:** Any person or entity directly or indirectly owned or controlled by, or which

owns or controls, or which is under common ownership or control with, a party to this Agreement.

2.2 **Benefit Plan:** A certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payor is obligated to provide coverage of Covered Services for a Covered Person. For purposes of this Agreement, Benefit Plan shall refer to United's Ohio Medicaid (CFC & ABD) and MME programs.

2.3 **CMS:** The Centers for Medicare and Medicaid Services.

2.4 **Copayment:** An amount identified in a Benefit Plan, if any, that is due and payable by a Covered Person directly to a Provider for specific Covered Services. Copayments typically are described as a flat dollar amount for each particular type of service or supply.

2.5 **Coinsurance:** An amount identified in a Benefit Plan, if any, that is due and payable by a Covered Person directly to Providers for specific Covered Services, independent of any required Copayments or Deductibles. Coinsurance amounts typically are described as a percentage of the Provider's charges or contracted fees for the applicable services or supplies.

2.6 **Covered Person:** A person eligible and enrolled with United to receive coverage from a Payor for Covered Services. For purposes of this Agreement, Covered Persons shall include those persons eligible and enrolled in United's Ohio Medicaid (CFC & ABD) and MME programs.

2.7 **Covered Person Expense:** Any amounts that are the Covered Person's responsibility to pay a Provider for Covered Services in accordance with the Covered Person's Benefit Plan, including Copayments, Coinsurance, and Deductibles.

2.8 **Covered Services:** A health care service or product for which a Covered Person is entitled to receive coverage from a Payor, pursuant to the terms of the Covered Person's Benefit Plan. For the purposes of this Agreement, Covered Services refer to the services to be provided by Vendor to United and Covered Persons as further defined in the Services Addendum attached to, and incorporated by reference into, this Agreement.

2.9 **Deductible:** An amount for Covered Services that a Covered Person must pay, if any, before the Covered Person is eligible for coverage under the Benefit Plan.

2.10 **HIPAA:** The Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified as amended in scattered sections of 42 U.S.C.), and its privacy, security and administrative simplification provisions as set forth under 45 C.F.R. Parts 160 and 164.

2.11 **Participating Provider or Provider:** A licensed or otherwise appropriately qualified and credentialed health care professional or entity that has executed a Provider Agreement with Vendor, directly or through another entity, to provide Covered Services to Covered Persons.

2.12 **Payor:** An entity obligated to a Covered Person to provide reimbursement for Covered Services under the Covered Person's Benefit Plan.

2.13 **Provider Agreement:** An agreement between Vendor and a Participating Provider that sets forth the terms and conditions under which the Participating Provider participates in one or more of Vendor's networks of providers.

2.14 **Service Area:** The geographic area in which United is authorized by a state to provide coverage for health care services to Covered Persons.

2.15 **Services Addendum:** A description of the services to be provided by Vendor documented in writing and attached to, and incorporated by reference into, this Agreement.

2.16 **State:** The State of **Ohio** and its designated regulatory agencies.

### **SECTION 3 VENDOR SERVICES**

3.1 **Services Addendum.** Vendor shall provide those services set forth in the Services Addendum attached to this agreement as Exhibit B.

3.2 **Performance Level Standards.** Vendor shall perform the services under this Agreement, and shall require Participating Providers to provide services under a Provider Agreement, in accordance with the performance level standards and reporting requirements set forth in Exhibit D, attached hereto and incorporated herein.

### **SECTION 4 UNITED AND PAYOR RESPONSIBILITIES**

4.1 **Covered Person Eligibility Information.** At least monthly, on a date mutually acceptable to United and Vendor, United shall provide Vendor with a current list of eligible Covered Persons in an electronic format mutually agreeable to both parties. The eligibility information shall be prepared and provided to Vendor at United's expense. Vendor shall treat the information received under this Section as confidential and shall not distribute or furnish such information to any other person or entity, except as necessary pursuant to Vendor standard practices and as permitted by law, to provide or arrange for Covered Services. In the event United is unable to provide Vendor with a current list of eligible Covered Persons in an electronic format, the parties agree to adjust the compensation payable to Vendor pursuant to this Agreement should such alternative process cause Vendor to incur additional costs. Subject to retroactive eligibility changes required by CMS or the State, Vendor shall be entitled to rely on the most current eligibility information and Benefit Plan documents in its possession in providing services under this Agreement, including processing claims for Covered Services, if applicable.

4.2 **Retroactive Adjustments of Eligibility.** Vendor acknowledges that there will be favorable and unfavorable retroactive adjustments to Covered Person eligibility. United shall

use its best efforts to minimize such adjustments. Notwithstanding the foregoing, the parties agree that Vendor shall not be financially liable for any claims for Covered Services for Covered Persons that are related to such retroactive adjustments of greater than sixty (60) days, except that the sixty (60) day limitation will not apply if the retroactive adjustment is imposed by the State or CMS.

**4.3 Benefit Plans.** This Agreement is not intended nor shall it be deemed or construed to modify the obligations of United or a Payor to Covered Persons as established under any Benefit Plan. United acknowledges that it retains the ultimate responsibility to assure delivery of all benefits required under a Benefit Plan between United and a Covered Person.

**4.4 Notice to Covered Persons.** United will give Covered Persons the information and documents necessary to obtain Covered Services within a reasonable period of time before coverage begins or as soon as possible thereafter if such information is not available prior to the effective date of coverage. In the event this Agreement is terminated, United will notify all Covered Persons of the discontinuance of services Vendor is providing under this Agreement.

**4.5 Services Under This Agreement.** This Agreement is the agreement among United and Vendor regarding the rights, responsibilities and other conditions for the provision and payment of Covered Services. The responsibilities of Vendor shall be limited as defined by the terms of this Agreement. In the event United or a Payor elects to offer coverage to Covered Persons for services that are not covered under a Benefit Plan, for whatever reason, including a decision by United or a Payor to provide extra-contractual benefits, United or such Payor shall be responsible for the cost of providing or arranging for such additional services. If Vendor provides or arranges for the requested additional services in such situation, United or Payor shall pay for these additional services according to Vendor's fee schedule and/or the amounts payable to Participating Providers for such services.

**4.6 Responsibility for Information.** United understands and agrees that Vendor is not responsible for any delay in the performance of this Agreement or for any non-performance under this Agreement if the delay or non-performance is caused or materially contributed to by United's failure to: (i) furnish any of the information described in this Agreement; or (ii) provide funds for the payment of benefits or compensate Vendor.

**4.7 New Benefit Plans and Changes to Vendor Services.** United shall use commercially reasonable efforts to notify Vendor in writing at least ninety (90) days prior to any modification of an existing Benefit Plan, development of a new Benefit Plan or expansion of its service area to a geographic area of the country not originally contemplated under this Agreement. In the event that such modification, development or expansion is deemed by Vendor to be a material change to Vendor obligations under this Agreement or the pricing assumptions used in establishing rates, the parties shall negotiate to include the modification, development or expansion in this Agreement in accordance with Section 13.8.

**4.8 Covered Person Consents and/or Authorizations.** United agrees to assist Vendor in obtaining any necessary Covered Person consents or authorizations, as required under federal or State law, in order for Vendor to receive protected health information ("PHI") when necessary

for Vendor to perform its obligations under this Agreement or to use such information for research, creating comparative databases, statistical analyses or other studies.

**4.9 Communication Materials and Activities.** United shall periodically inform and instruct Covered Persons through various publications and programs jointly established by United and Vendor about Covered Services provided pursuant to this Agreement. United must receive Vendor's permission before using any of Vendor's copyrighted materials in its communications materials. If United produces its own communications materials, it shall do so at its own cost and shall submit materials that use Vendor's trademarks, logos, copyrighted or other branding materials to describe Covered Services to Vendor for Vendor's prior review and approval. Any promotional videos may be rebroadcast and brochures made available via United's or other applicable parties' intranet solely for the purpose of providing information about Covered Services to Covered Persons, provided such materials contain an appropriate copyright acknowledgment. United shall not reproduce any marketing, advertising, or promotional materials, including but not limited to, videos, brochures, posters, newsletters and any other Vendor copyrighted materials provided to United without Vendor's prior written consent, unless expressly permitted under this Agreement.

United shall include legally required notices regarding Covered Services or other legally required communications related to Vendor in its scheduled mailings at no cost to Vendor. In the event United is unable to include legally required communications in a packaged mailing, United shall be responsible for the actual costs of such communication.

United shall submit communication materials to State and federal regulatory agencies for prior approval as required by and in accordance with applicable State and federal law and regulations.

**4.10 Taxes & Assessments.** If any tax, other than State or federal income taxes, or any other assessment or premium charge is assessed against United or a Benefit Plan and either Vendor or United are required by law to pay such tax, assessment or premium charge, Vendor shall report such assessment to United. As between United and Vendor, United shall be solely responsible for the payment of any such taxes and assessments. United will reimburse Vendor for taxes or other amounts that are assessed against Vendor or that Vendor is required to pay, now or in the future, relating to: (i) any Benefit Plan; (ii) any benefit payments under any Benefit Plan; (iii) this Agreement; or (iv) Vendor's fees or services under this Agreement (but not taxes on Vendor's net income or gross receipts).

**4.11 Tax Reporting.** Vendor is not responsible for satisfying any tax or other reporting obligations that may arise in relation to the payment of any benefits to Covered Persons, including, but not limited to Forms 5500.

**4.12 Identification Cards.** United shall ensure that Covered Persons receive an identification card and that a mutually agreeable process is established for referring Covered Persons to Vendor when appropriate.

**4.13 Underwriting Guidelines.** United agrees to comply with its underwriting and similar guidelines with respect to all Benefit Plans.

4.14 **Non-Interference with Advice to Covered Persons.** Nothing in this Agreement is intended to prohibit or restrict Participating Providers or other health care professionals from advising or advocating on behalf of a Covered Person about:

- (a) the Covered Person's health status, medical care or treatment options (including alternative treatments that may be self-administered), including providing sufficient information to the Covered Person to provide an opportunity to decide among all relevant treatment options;
- (b) the risks, benefits and consequences of treatment or non-treatment; and
- (c) the opportunity for the Covered Person to refuse treatment and express preferences about future treatment decisions.

4.15 **United Compliance with Vendor Provider Agreements.** United will comply with the applicable obligations set forth in Vendor's Provider Agreements.

## **SECTION 5 PAYMENT; PAYMENT TERMS**

5.1 **Vendor Services Fee.** For services provided under this Agreement, United shall pay Vendor the rates set forth in the Compensation for Services Exhibit attached to this Agreement as Exhibit A.

5.2 **Adjustment to Vendor Fees.** After the initial and each subsequent term of this Agreement, the parties shall renegotiate a pricing adjustment or any change in the services provided under this Agreement. The parties shall initiate negotiations at least one hundred and twenty (120) days before the expiration of the then current term of this Agreement. Any renegotiated rates shall become effective on the first date of the new term of this Agreement, unless the parties agree otherwise, regardless of the date on which the new fees are established by agreement or litigation. If the parties have not successfully renegotiated all fees within sixty (60) days of the beginning of the new term of this Agreement, either party shall have a right to terminate this Agreement upon sixty (60) days notice.

5.3 **Payment to Participating Providers.** Any payments to Participating Providers for the provision of Covered Services shall be made pursuant to the applicable party's Provider Agreement with such Provider. The obligation for payment for Covered Services rendered to a Covered Person is solely that of Payor.

5.4 **No Incentive Payments.** Vendor receives no incentive payment based on reduction of services or the charges thereof, reduction of length of stay, or utilization of alternative treatment settings to reduce amounts of necessary or appropriate medical care.

**5.5 Covered Person Protection.** This Section applies when any applicable statutes and regulations require that the Covered Person be held harmless from any and all costs, which are the legal obligation of Vendor, United or another Payor.

Vendor and United agree that in no event, including, but not limited to, non-payment for Covered Services provided to Covered Persons; insolvency of Vendor, United or another Payor; or breach by United or Vendor of any term or condition of this Agreement or any term or condition of a Provider Agreement, shall Vendor, United or Participating Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Covered Person or persons acting on behalf of the Covered Person for Covered Services eligible for reimbursement under this Agreement.

The provisions of this Section shall: (i) be construed in favor of the Covered Person; (ii) survive the termination of this Agreement regardless of the reason for termination; and (iii) supersede any oral or written agreement, existing or subsequently entered into, between any of the parties to this Agreement or a Participating Provider and a Covered Person or the representative of the Covered Person if such agreement is inconsistent with this section.

This Section shall not prohibit collection of any allowed Covered Person Expenses. It also shall not prohibit the collection of charges for services that are not Covered Services as defined in the Benefit Plan, provided that the Covered Person has been informed in advance of delivery of such services that the services are not covered and the Covered Person has agreed in writing, in a form agreed to by the parties, to accept responsibility for payment for such services. This provision also shall not prohibit payment for any Covered Services delivered after expiration of benefits under the relevant Benefit Plan. If requested by United, Vendor shall submit to United any Covered Person's written acknowledgement to accept responsibility for non-Covered Services provided to him/her. Vendor's Provider Agreements with Participating Providers shall require adherence to the requirements in this Section.

## **SECTION 6 INFORMATION SYSTEMS**

To the extent required by United, Vendor shall comply with the following information systems requirements:

**6.1 Connectivity.** Vendor will maintain information technology interface capabilities, integration, messaging and connectivity with United's information systems as is reasonably necessary for Vendor to provide services under this Agreement. Vendor will modify its proprietary systems as necessary to achieve such interface, integration, messaging and connectivity.

**6.2 Maintenance and Upgrades.** Vendor will bear the cost of maintaining and upgrading its system and system interfaces as necessary to provide services under this Agreement.

**6.3 Customized Developments.** If United requests that Vendor change its system to provide services customized solely for United (i.e., systems that Vendor does not use to support any of its

other customers), United agrees to pay Vendor to implement such changes. Vendor shall have the sole authority to review and approve such request for customization.

6.4 **E-Commerce.** Vendor agrees to assist United in the development of links between United's Covered Persons' websites and Vendor Covered Persons' website.

## **SECTION 7 INFORMATION; AUDITS; BOOKS AND RECORDS**

7.1 **Maintaining Records.** Vendor shall maintain, and shall require, as applicable, Participating Providers, relevant employees and any subcontractors to maintain, books and records that are usual and customary for the services provided under this Agreement. All such books and records shall be maintained in accordance with prudent standards of insurance industry recordkeeping and all applicable laws and regulations. Vendor shall preserve such records for at least six(6) years after the date the records were created or such other period as required by applicable law or regulation, whichever is longer. Any such records shall remain the property of Vendor, subject to any rights of Covered Persons or unless otherwise required by law.

7.2 **Privacy and Release of Records.**

(a) Vendor, United and Participating Providers shall maintain the privacy and confidentiality of all information regarding Covered Persons in accordance with any applicable laws and regulations, including HIPAA Privacy Standards. Upon request by and at the expense of United, Vendor shall obtain all applicable information and records or copies of records regarding services provided by Vendor or a Participating Provider to a Covered Person and shall release such information to United. Neither Vendor nor any Participating Provider shall transfer any identifiable Covered Person record, including a patient record, to another entity or person without written consent from the Covered Person or someone authorized to act on his or her behalf, except as permitted by applicable State or federal law.

(b) During and after the term of this Agreement, Vendor and its related entities may use and transfer any and all information gathered under this Agreement for research and analytical purposes in accordance with applicable State and federal law.

(c) Vendor acknowledges that in receiving, storing, processing or otherwise dealing with information about Covered Persons, it may be fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and agrees that, if so, it shall resist, in judicial proceedings, any effort to obtain access to information pertaining to Covered Persons that is expressly provided for in the Federal Confidentiality Regulations, 42 C.F.R. Part 2. During and after the term of this Agreement, Vendor and its related entities may use and transfer any and all information gathered under this Agreement for research and analytical purposes in accordance with applicable law and regulations.



**7.3 Covered Person Access to Records.** Vendor shall establish and maintain procedures, in accordance with applicable law and regulations, to ensure timely access by Covered Persons to medical records and other health information in Vendor possession that pertain to Covered Persons.

**7.4 Examination of Records.** Upon reasonable notice, during normal business hours and at a reasonable time and place, United or its designee shall have the right to examine any records of Vendor that relate to Vendor's obligations under this Agreement.

**7.5 Audits and Corrective Action Plans.** United shall provide Vendor with a report of any audit findings resulting from an examination by it under Section 7.4 within thirty (30) calendar days of the conclusion of an audit. In the event United notes a regulatory deficiency(ies) during the audit, Vendor shall develop a corrective action plan. Such plan shall be subject to United's approval (which shall not be unreasonably withheld), shall include specifics of and timelines for correcting the regulatory deficiency(ies) (which shall not exceed sixty (60) days), and shall be provided to United within thirty (30) calendar days of United's report of its findings. United shall approve or disapprove the initial corrective action plan within thirty (30) calendar days of receipt of the corrective action plan. Vendor shall implement the approved corrective action plan within the specified timeframes. In the event the corrective action plan is not implemented to the reasonable satisfaction of United, United may terminate this Agreement pursuant to Section 9.2. Any disputes regarding United's determination with respect to a deficiency and/or the adequacy of any Vendor corrective action plan may be resolved pursuant to Section 12.

**7.6 Government and Accrediting Agency Access to Records.** Federal, State and local government and accrediting agencies including, but not limited to, the United States Secretary of Health and Human Services, the Comptroller General, the National Committee for Quality Assurance ("NCQA"), or any of their authorized representatives, shall have the right to inspect, evaluate and audit, and United and Vendor are authorized to release, all information and records or copies of such within the possession of United or Vendor that are pertinent to and involve transactions related to this Agreement if such access is necessary to comply with accreditation standards, statutes or regulations applicable to United or Vendor. The government and accrediting agencies audit and inspection rights shall exist for at least six(6) years from the final date of the Agreement, the date of completion of any audit, or such other period as required by law, whichever is later.

**7.7 Confidential Business Information.** The parties acknowledge that in the course of performing under this Agreement each party may learn or receive confidential and proprietary information, including without limitation trade secrets, business or organizational plans, customer lists, pricing, and underwriting information, concerning the other party or third parties to whom the other party has an obligation of confidentiality (collectively "Confidential Information"). Confidential Information shall not include information that:

- (a) was in the party's possession prior to receiving Confidential Information;
- (b) is currently or subsequently becomes available to the public through a source other than the receiving party;

- (c) the party develops internally, without reference to Confidential Information; or
- (d) the party receives from a third party on a non-confidential basis from a source, which to the best of such parties knowledge after due inquiry, is not prohibited from discussing such information by a legal, contractual or fiduciary obligation.

Each party shall take all necessary steps to provide the maximum protection to the other party's Confidential Information and records. Each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. The parties shall not utilize any Confidential Information belonging to the other party without the other party's prior written consent for any purpose other than performance under this Agreement. The parties agree not to disclose Confidential Information to third parties without the express prior written consent of the party to whom the information belongs. The parties further agree that they will not disclose Confidential Information to anyone within their respective organizations other than those employees with a need to know and who have been informed of the party's obligations under this Agreement. The parties may disclose Confidential Information to their attorneys, accountants, or other agents ("Representatives"), but only if they need to know the Confidential Information as described above. The parties shall inform each Representative of the confidential and proprietary nature of the Confidential Information. Upon termination of this Agreement, a party in possession of any Confidential Information belonging to the other party shall either return such Confidential Information to the other party or, if so directed by the other party, destroy the Confidential Information, without retaining copies. Each party shall retain sole ownership of its own Confidential Information.

**7.8 Required Disclosures.** The confidentiality obligations described herein will not restrict any disclosure required by order of a court or any government agency, provided that the party being ordered to disclose the information gives prompt notice to the other party of any such order and reasonably cooperates with the other party, at the other party's request and expense, to resist such order or to obtain a protective order.

**7.9 United Data.** If Vendor transmits, stores, or has access to any type of data for United, Vendor shall not attempt to de-encrypt, capture, reassemble (if sent in packets), transport or view such data except as may be strictly necessary to provide services under this Agreement. As between United and Vendor, United shall at all times remain the exclusive owner of such data. In the event Vendor transports any devices (for warranty, maintenance, destruction or other purposes) which contain United data, Vendor shall ensure all reasonable measures are taken to secure such devices so as to prevent any unauthorized disclosure while in transit and while at rest. Vendor shall also ensure that as soon as reasonably possible, such devices are destroyed or the information is permanently wiped/deleted, in all instances subject to any of United's records retention policies.

**7.10 Ownership of Information.** Except as otherwise expressly provided for in this Agreement:

(a) Each party shall retain all right, title, and interest in its intellectual property, trademarks, trade dress, copyright, patent and other proprietary rights. Each party shall retain all right, title and interest in its proprietary business information or work product that may be used in advertising or promoting Covered Services or that is related to other activities under this Agreement, including but not limited to trade secrets, computer software and applications, and any other proprietary business information or work product that is not available to the general public.

(b) Upon termination of this Agreement, each party will return to the other party all intellectual property and work product belonging to the other party and shall not retain copies of such data except as shall be necessary under applicable law.

7.11 This Section 7 shall survive any termination of the Agreement.

## SECTION 8 REGULATORY COMPLIANCE

8.1 **Laws, Regulations, Licensure.** Vendor shall maintain and shall, as applicable, require all Participating Providers and health care professionals employed by or under contract with Vendor or a Participating Provider to maintain, all federal, State and local licenses, certifications, permits, regulatory approvals and accreditations, without material restriction, that are required to provide the services Vendor and Vendor's employees or Providers are obligated to provide under this Agreement. Vendor shall comply, and, as applicable, shall require Participating Providers and health care professionals employed by or under contract with Vendor to comply, in all material respects, with all applicable State and federal statutes and regulations.

Vendor shall notify United if a governmental authority notifies Vendor that it must be licensed as an insurer, health service plan, health maintenance organization, prepaid limited health services organization, or other type of licensed insurer to provide Covered Services. In such event, Vendor may cease providing the services that would subject Vendor to such licensure, unless Vendor and United can agree upon an amendment to this Agreement that would make such licensure unnecessary. Any such cessation of services shall be effective the earlier of the date required by the governmental authority or after at least sixty (60) days following prior written notice to United.

United shall maintain all federal, State and local licenses, certifications, permits, regulatory approvals and accreditations, without material restriction, that are required to perform the business and services contemplated by this Agreement, including the issuance of Benefit Plans, and shall comply, in all material respects, with all applicable state and federal laws and regulations.

8.2 **Regulatory Appendices.** Contract provisions that are necessary to comply with the legal or regulatory requirements of certain jurisdictions or regulatory agencies will be set forth in individual appendices attached to this Agreement and made a part hereof (the "Appendices"). Vendor shall comply and, as applicable, shall require Participating Providers to comply, with the

applicable terms and conditions of such Appendices. In the event of a conflict between the provisions of the main body of this Agreement and an Appendix, the terms of the Appendix will control.

8.3 **HIPAA.** Vendor shall comply with all applicable HIPAA privacy rule and security rule provisions and regulations promulgated thereunder, as may be amended from time to time, including but not limited to Exhibit I and Exhibit J attached hereto. Vendor shall maintain reasonable and appropriate administrative, technical, and physical safeguards to ensure the integrity and confidentiality of all protected health information (“PHI”) it receives or possesses in the course of carrying out the responsibilities of this Agreement as set forth in more detail on Exhibit I and Exhibit J attached hereto. .

8.4 **Regulatory Approval and Filing.** In the event that United is required to file this Agreement with federal, State or local governmental authorities, United shall be responsible for filing the Agreement with such authorities as required by any applicable law or regulation. If, following any such filing, the governmental authority requests changes to this Agreement, Vendor and United shall jointly discuss the response to the governmental authority. In the event any federal, State or local governmental authority requires a change to this Agreement that either Vendor or United deems to be material, either party may request re-negotiation of the affected provisions of this Agreement pursuant to Section 13.7 of this Agreement.

8.5 **Delegation of Activities.** As required by law or applicable accreditation standards, the parties to this Agreement agree to enter into a written Credentialing Delegation Addendum, attached hereto as Exhibit C and made a part hereof, and such other delegation addendums as applicable that provide for the delegation of activities from United to Vendor. The activities to be delegated may include, but are not limited to, credentialing and recredentialing, utilization management, claims payment and management, and quality improvement. Vendor agrees to cooperate with United’s requirements for delegation, including but not limited to an annual delegation audit review. Vendor’s performance of delegated activities shall be subject to the monitoring, oversight and approval of United. United retains the right to revoke the delegation of some or all if the activities delegated to Vendor without terminating the entire Agreement in the event that Vendor fails to perform the delegated activities to the satisfaction of United.

8.6 **Immunity.** Vendor and United agree that activities delegated to Vendor by United may be considered professional and quality review procedures and that both Vendor and United may be immune pursuant to the Health Care Quality Improvement Act (42 U.S.C. 11101, et seq., as may be amended from time to time), or other federal or State law, from any civil liability arising from the delegated activities. Vendor agrees to maintain the confidentiality of any privileged information to the extent permitted by law, and to obtain United’s prior written consent before disclosing privileged information to any third party, except as otherwise required by law.

## **SECTION 9 TERM; TERMINATION**

9.1 **Term of Agreement.** This Agreement is for an initial term starting on the Effective Date and ending on December 31, 2014 (the “Initial Term”). This Agreement shall automatically renew thereafter for successive one-year terms unless otherwise terminated pursuant to Section 9.2.

9.2 **Termination of Agreement.** This Agreement may be terminated as provided below:

- (a) By mutual written agreement of the parties;
- (b) By either party, with or without cause, upon at least ninety (90) days prior written notice to the other party; provided, however, that the effective date of such termination shall in no case be earlier than one (1) year from the Effective Date of this Agreement unless otherwise terminated pursuant to subsections (a) or (c)-(i) of this Section 9.2;
- (c) By either party, upon at least sixty (60) days prior written notice to the other party in the event of a material breach of this Agreement by the other party, except as provided in Sections 9.2(d) and 9.2(d) below, unless the material breach has been cured or a reasonable corrective action plan has been developed and approved by the other party, such approval shall not be unreasonably withheld, before the end of the sixty (60) day notice period. Vendor’s nonperformance under this Agreement due to failure of United to properly provide PHI, personal information or other information required under this Agreement shall neither constitute a breach of contract nor provide grounds for termination;
- (d) When either party becomes insolvent or is adjudicated as a bankrupt entity, or its business comes into possession or control, even temporarily, of any trustee in bankruptcy, or a receiver is appointed for it, or it makes a general assignment for the benefit of creditors, unless the other party elects in writing to forego termination of this Agreement;
- (e) By either party, upon ten (10) days written notice to the other party, in the event of the other party’s loss or suspension of material licensure, certification or other governmental authorization necessary to perform under this Agreement, or loss of insurance;
- (f) Pursuant to Section 13.7 or 13.8;
- (g) By either party, upon a change in control of Vendor or United (other than a change in control in which UnitedHealth Group Incorporated, directly or indirectly, holds more than 50% of the outstanding voting securities or other equity interests of Vendor or United, as the case may be) upon at least one hundred and eighty (180) days prior written notice to the other party;
- (h) This Agreement shall automatically terminate upon cessation of operations of United or Vendor. Notice of cessation of operations shall be provided to the other party as soon as practical; or

- (i) This Agreement shall terminate as set forth in Section 5.2 of this Agreement.

Upon notice of termination of this Agreement given by one party to another, United shall pay all fees owed to Vendor under this Agreement and Vendor shall provide Covered Services until the effective date of the termination.

**9.3 Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, Vendor will cooperate with United and/or United's designee to transition the care and management of Covered Persons undergoing treatment on the date of expiration or termination. Vendor, United and/or United's designee will work together to transition business, medical, and management records to United or United's designee in a commercially reasonable manner that reflects the rights and obligations of all parties, including Vendor's need for ongoing access to such records.

**9.4 Notice to Covered Persons.** Upon notice of termination of this Agreement, United and/or Payor shall have the right to notify, at their own expense, Covered Persons of such termination. Vendor and United must review and consent to the form of any written notice to Covered Persons regarding such termination. Neither party shall unreasonably withhold its consent to such notices proposed by the other party.

**9.5 Remedies for Breach.** Nothing in this Section 9, including the termination of this Agreement, shall be construed to limit the remedies available to Vendor or United at law or in equity for breach of either party's obligations under this Agreement.

## **SECTION 10 INSURANCE**

10.1 As applicable, Vendor shall require Participating Providers to procure and maintain malpractice and/or professional liability insurance equal to the prevailing community standard unless State law or regulation requires otherwise, or unless United provides notice in advance of implementation of other insurance requirements.

10.2 **Vendor Insurance.** Unless otherwise agreed to by the parties in writing, Vendor, at its sole cost and expense, shall procure and maintain the insurance or self-insurance programs in the minimum amounts set forth below. Any such self-insurance programs will include actuarially approved funding levels. Vendor will provide United evidence of such insurance upon request.

- (a) Commercial general liability insurance coverage, including but not limited to errors and omissions, in the minimum amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate for the policy year.
- (b) Professional liability insurance coverage in the minimum amounts of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate for the policy year.

- (c) As applicable, worker's compensation insurance coverage for Vendor employees in an amount and form meeting all applicable legal requirements.

**10.3 United Insurance.** United, at its sole cost and expense, shall procure and maintain comprehensive general liability, professional liability and other necessary insurances to insure United and its employees, acting within the scope of their duties, against claims for damages arising by reason of personal injury or wrongful death occasioned directly or indirectly by United or by its employees in connection with the performance of United's responsibilities under this Agreement.

## **SECTION 11 INDEMNIFICATION**

The parties shall each indemnify and hold the other harmless from and against any and all liabilities including but not limited to losses, penalties, fines, costs, damages, claims, causes of action, and expenses the other incurs, including reasonable attorneys' fees, arising out of the indemnifying party's (i) material breach of this Agreement; (ii) willful misconduct or reckless or grossly negligent act or omission related to or in connection with performance under this Agreement; or (iii) violation of applicable law.

## **SECTION 12 DISPUTE RESOLUTION**

In the event a dispute arises relating to this Agreement, the parties shall, prior to the initiation of any formal dispute resolution process or litigation meet and negotiate in good faith in an attempt to resolve the dispute.

## **SECTION 13 MISCELLANEOUS**

**13.1 Assignment.** Except as provided in this Section 13.1, no party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld. The parties acknowledge that an assignment of all or any of one party's rights and responsibilities under this Agreement to any entity controlling, controlled by or under common control with that party shall not require the other party's prior written consent, provided such entity satisfies all applicable licensure, regulatory and accreditation requirements. United and Vendor agree that both parties may use subsidiaries or affiliated companies to provide services under this Agreement and such arrangement shall not be considered an assignment of this Agreement.

**13.2 Entire Agreement and Amendment.** This Agreement, which incorporates all exhibits, attachments, addenda, and appendices, constitutes the entire agreement between the parties in regard to its subject matter. This Agreement may be amended only by a written amendment executed by both parties, except that United may amend this Agreement unilaterally to comply with the requirements of State and federal regulatory authorities, subject to Sections 13.7 and

13.8, and shall give written notice to Vendor of such amendment and its effective date. The headings and titles within this Agreement are for convenience only and are not a part of this Agreement.

**13.3 Use of Names and Trademarks.** During the term of this Agreement, all parties shall have the right to designate and make public reference to Vendor by name in an accurate, factual manner, as the company providing, managing and/or arranging for the provision of Covered Services. Vendor shall have the right to make public reference to United by name in the course of identifying itself to Covered Persons as the company providing, managing and/or arranging for the provision of Covered Services. Vendor and United shall not otherwise use the other's name, trademarks, or service marks without prior written approval. The parties mutually agree to provide advance notice and opportunity to comment on all media releases and communications regarding this Agreement or the services provided hereunder. Nothing herein shall be construed to create a right or license to make copies of any copyrighted materials.

**13.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio, without regard to the conflicts of laws provisions thereof.

**13.5 Notices.** Any notice, demand, or communication required under this Agreement shall be in writing, except in cases in which this Agreement specifically permits electronic notice. All written or electronic notices shall be deemed to have been given when delivered in person, by electronic communication, by facsimile or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to the appropriate party at the address set forth below or to another more recent address of which the sending party has received written notice. Notwithstanding the previous sentence, all notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested. Each party shall provide the other with proper addresses, facsimile numbers and electronic mail addresses of all designees that should receive certain notices or communication instead of that party. The addresses and individuals to which notices are sent may be changed by proper notice in accordance with the procedures outlined in this Section.

**If to Vendor**

DentaQuest, LLC  
Attn: Chief Operating Officer  
465 Medford Street  
Boston, MA 02129-1454

**If to United:**

UnitedHealthcare Community & State Partnership Management  
Attn; Daniel Denton  
First Center Office Plaza  
26957 Northwestern Highway  
Suite 400  
Southfield, MI 48033

**With a Copy To:**



UnitedHealthcare Community & State  
Attention: Katy L. Bonnsetter, Senior Associate General Counsel  
9701 Data Park Drive/MN006-W800  
Minnetonka, MN 55343

**13.6 Compliance with Laws.** Vendor and United shall comply, in all material respects, with all applicable laws and regulations. Vendor shall, as applicable, use commercially reasonable efforts to require all Participating Providers, subcontractors and employees to comply with this provision.

**13.7 Change in Law.** If any federal, State, or local law, rule, regulation, or policy or any interpretation thereof (including, without limitation, any court order or ruling) at any time during the term of this Agreement has a material and adverse effect on the ability of a party to receive the benefits it reasonably expects to obtain under this Agreement or renders it illegal for a party to continue to perform under this Agreement in a manner consistent with the party's intent, then the parties to this Agreement shall negotiate in good faith to amend this Agreement to bring it into compliance, while at the same time preserving the economic expectations of the parties, to the greatest extent possible. If the parties are not able to agree on an amendment to this Agreement within sixty (60) days of one party notifying the other party of a compliance issue pursuant to this Section 13.7, either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party provided such notice is given within fifteen (15) days of the end of the sixty (60) day renegotiation period.

**13.8 Substantial Change.** Except as provided in Section 13.7, the parties may renegotiate this Agreement if either party would be materially adversely affected by continued performance as a result of a Substantial Change, defined as:

- (a) A significant reduction in the number, or change in the composition of, Covered Person enrollment;
- (b) A change in, utilization or trends;
- (c) A modification of an existing Benefit Plan;
- (d) Development of a new Benefit Plan;
- (e) Expansion of United's service area to a geographic area of the country not originally contemplated under this Agreement; or
- (f) Any other significant change.

The affected party must promptly notify the other party of the Substantial Change and its desire to renegotiate this Agreement. If a new agreement is not executed within sixty (60) days of the receipt of the renegotiation notice, the party adversely affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party provided such notice is given within fifteen (15) days of the end of the sixty (60) day renegotiation period.

**13.9 Excluded Individuals.** Neither Vendor nor United shall employ or contract with any individual or entity who is excluded from participation in Medicare or a state health care program or with an entity that employs or contracts with such an individual or entity for the

provision of care or administrative services for persons who are enrolled in a state or federal health care program, including but not limited to Medicare and Medicaid.

**13.10 Financial Information.** As periodically requested by United, Vendor shall make available to United, or to a third-party auditor retained by United, financial or other information pertinent to Vendor's ability to meet its financial obligations under this Agreement.

**13.11 Non-waiver.** The failure of either party to insist upon the strict observance or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy. Nothing in this Agreement shall be considered waived by either party unless the party claiming the waiver receives the waiver in writing signed by an authorized signatory. A waiver of one provision does not constitute a waiver of any other.

**13.12 Relationship Between Parties.** The relationship between the parties to this Agreement is solely that of independent contractors. Nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, partnership, agency, joint venture, association or any other form of separate legal entity or organization.

**13.13 Survival of Terms.** Any provisions of this Agreement that, by their nature, extend beyond the expiration or termination of this Agreement shall survive the termination of this Agreement and shall remain in effect until all such obligations are satisfied. Any provision of the attached exhibits to this Agreement that contemplates performance, observance, or enforcement subsequent to the termination of this Agreement shall survive termination and remain in full force and effect between the parties until such obligations are satisfied.

**13.14 No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto and no third parties shall have any rights hereunder or interest herein except as explicitly provided herein.

**13.15 Advertising.** Vendor shall use only such advertising pertaining to its business underwritten by United as has been approved by United in advance of its use.

**13.16 Force Majeure.** The obligations of a party under this Agreement, other than the payment of money, will be suspended for the duration of any force majeure applicable to that party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God; industrial disturbance; any mass viral, bacterial, or other microbial or biologic outbreak, including an epidemic or pandemic; war; riot; invasion; acts of a foreign enemy; terrorist action; weather-related disaster; earthquake; and governmental action. A party claiming suspension under this section shall use its best efforts to resume performance as soon as possible.

**13.17 Arm's Length Negotiations, etc.** The parties acknowledge that the terms of this Agreement are fair and reasonable, were negotiated at arm's length, and that they were given ample opportunity to review and consider this Agreement prior to execution.

13.18 **Representations and Warranties.** Vendor and United each represent and warrant that each of the following statements is true and correct as of the Effective Date of this Agreement:

(a) **Due Organization.** Such party is duly organized and validly existing under the laws of the jurisdiction of its organization and has all requisite power and authority to execute and deliver this Agreement and carry on its business as now being conducted by it, and is in good standing or duly registered with the appropriate authority in each jurisdiction in which the nature of business conducted therein by it requires it to be qualified therein to do business.

(b) **Authority.** Such party has taken all action necessary for the authorization, execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by such party and, when executed by the other party, constitutes the valid and binding obligation of such party, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights.

(c) **No Conflict.** Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement will conflict with any law, order, judgment or decree applicable to such party or with such party's charter documents, or result in a breach of or constitute a default under or conflict with any material contract, agreement or instrument to which such party is a party or by which it or its properties are bound.

13.19 **Administrative Responsibilities.** United may delegate certain administrative responsibilities under this Agreement to another entity, including, but not limited to, a Payor or its designee. In addition, certain Payor responsibilities may actually be performed by its designee. United will notify Vendor ninety (90) days prior to United's delegation of such activities.

13.20 **Participating Provider.** Vendor shall ensure that all contracts with Participating Providers who provide Covered Services to Covered Persons are in writing, duly executed, and incorporate the necessary terms and conditions as required by the State or CMS, as applicable.

**[SIGNATURE PAGE FOLLOWS. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS AND SENT VIA FACSIMILE.]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the Effective Date.

**UnitedHealthcare Community Plan of Ohio, Inc**

**DentaQuest, LLC**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Print Title \_\_\_\_\_

## EXHIBITS APPLICABLE TO THIS AGREEMENT

Those Exhibits checked below shall apply to this Agreement:

- Exhibit A: Compensation for Services
- Exhibit B: Services Addendum
- Exhibit C: Credentialing Delegation Addendum
- Exhibit D: Performance Level Standards and Reports
- Exhibit E: Medicaid Combined Services Subcontract Addendum
- Exhibit F: Intentionally Omitted
- Exhibit G: Medicare Advantage Regulatory Requirements Appendix
- Exhibit H: Regulatory Rider - MME
- Exhibit I: HIPAA and GLB Compliance
- Exhibit J: Security

**EXHIBIT A  
COMPENSATION FOR SERVICES**

**SECTION 1  
COMPENSATION FOR VENDOR SERVICES**

The following products and/or programs are eligible for services under this Agreement. For services provided under this Agreement, United shall pay Vendor a services fee (the “Monthly Fee”) at the rate set forth in the table below.

<b>Program/Product</b>	<b>Service Area</b>	<b>Rate (per member per month)</b>
Medicaid (CFC & ABD)	All counties in the state of Ohio	\$0.62
MME*	East Central, Northeast Central and Northeast ICDS Markets	\$0.62

\*Effective March 1, 2014

**Addition and Deletion of Programs or Products.** The parties agree that United may add or delete programs or products as necessary without the need for formal amendment. United will provide Vendor with thirty (30) days written notice of changes to the covered programs and products.

**SECTION 2  
PAYMENT TERMS**

- 2.1 **Monthly Fee Due Date.** United shall pay all Monthly Fees on or before the 15<sup>th</sup> calendar day of the month following service. United shall calculate the Monthly Fee using an estimate of the number of Covered Persons based on the then current information available to United for that month. United shall adjust a subsequent Monthly Fee to reflect the difference between the estimated and actual number of Covered Persons.
- 2.2 **Financial Responsibility for Covered Services.** Vendor shall process claims and submit an invoice that details benefits paid to participating providers to United. United agrees to wire Vendor within five (5) business days of receipt of invoice, at which time Vendor will release claims payment to the regular mail service, or via electronic funds transfer.

**SECTION 3  
COMPENSATION TO PROVIDERS**

- 3.1 **Medicaid.** Vendor shall pay Participating Providers according to its agreements with Participating Providers for the provision of Covered Services to Members which shall not exceed 100% of the Current Ohio Medicaid Fee Schedule unless agreed to in writing by the parties. For emergency cases Vendor may exceed its payment authority described herein provided that United is notified at least three business days following such case.
- 3.2 **MME.** Vendor shall pay Participating Providers according to its agreements with Participating Providers for the provision of Covered Services to Members which shall not exceed 100% of the Current Ohio Medicaid Fee Schedule unless agreed to in writing by the parties. For emergency cases Vendor may exceed its payment authority described herein provided that United is notified at least three business days following such case.

## **EXHIBIT B SERVICES ADDENDUM**

**THIS SERVICES ADDENDUM** (this “Addendum”) supplements and is made a part of the Administrative Services Agreement (the “Agreement”) between DentaQuest, LLC (“Vendor”) and UnitedHealthcare Community Plan of Ohio, Inc. (“United”). Vendor shall provide those certain administrative and other services related to the provision of Covered Services to Covered Persons as set forth below.

### **SECTION 1 DEFINITIONS**

Unless otherwise defined in this Addendum, all capitalized terms shall be as defined in the Agreement.

1.1 **Vendor Services.** The services that Vendor provides or arranges, as described in this Services Addendum, including Dental Services provided to Covered Persons.

1.2 **Dental Provider.** A licensed or otherwise appropriately qualified and credentialed dental professional or entity that has executed a Provider Agreement with Vendor, directly or through another entity, to provide Dental Services to Covered Persons.

1.3 **Dental Services.** The dental care services included in a Covered Person’s Benefit Plan offered by United.

### **SECTION 2 NETWORK MANAGEMENT**

2.1 **Description of Vendor Services.** Vendor shall arrange for or provide to United the Vendor Services described in this Services Addendum. The parties may attach to the Agreement an additional addendum that identifies the specific Vendor Services and functions be provided to Covered Persons. In the event of any changes to the Vendor Services and/or Dental Services Vendor agrees to provide to United and Covered Persons, Vendor and United agree to meet and negotiate a revised Compensation for Services Exhibit (Exhibit A to the Agreement) to reflect the changes.

2.2 **Dental Provider Network Development and Management.**

(a) **Network Development.** Vendor shall arrange for Dental Providers to provide Dental Services to Covered Persons. United may recommend to Vendor that certain providers become Dental Providers. In no case shall this provision be construed to obligate Vendor to contract with or make use of any particular health care facility or professional. Vendor retains full and complete rights to terminate a Dental Provider’s agreement with Vendor. Vendor makes no representations or guarantees regarding the continued availability of any Dental Provider.



(b) **Dental Provider Credentialing.** Vendor shall establish and maintain a credentialing and re-credentialing process to which all Dental Providers shall be subject. Upon United's written request, Vendor shall provide United with a copy of Vendor's credentialing process. Vendor's credentialing process shall comply with any applicable State or federal requirements as well as applicable requirements of the National Committee for Quality Assurance ("NCQA"), Joint Commission on Accreditation of Healthcare Organizations or another generally recognized accrediting agency (collectively, "Accrediting Agency"). At least annually, with reasonable notice and during normal business hours, United will conduct a comprehensive evaluation of Vendor's credentialing procedures. In addition, Vendor agrees to administer those credentialing and recredentialing services delegated to Vendor by United in accordance with the provisions set forth in the Credentialing Delegation Addendum, attached to the Agreement as Exhibit C. The services performed by Vendor under the Credentialing Delegation Addendum shall, as set forth therein, be pursuant to the monitoring, oversight and approval of United.

(c) **Geographic Access.** Upon written request, Vendor shall provide United with a current listing of Dental Providers. In the event United reasonably determines that there are not sufficient Dental Providers to provide Dental Services to Covered Persons: (i) United shall notify Vendor of the alleged deficiency; (ii) United and Vendor shall meet to discuss the alleged deficiency, and (iii) If appropriate, United and Vendor shall develop a mutually satisfactory plan of correction within thirty (30) days of such notice.

United shall notify Vendor in writing at least ninety (90) days prior to any modification of United Service Area. Vendor shall use best efforts to arrange for Dental Providers in such expanded Service Area within ninety (90) days of receiving such notice, at which time the definition of Service Area in the Agreement shall include such expansion without further compliance with Section 13.2 of the Agreement.

(d) **Dental Provider Agreements and Manuals.** Upon written request, Vendor shall provide United a copy of Vendor's then current generic written Provider Agreement that Vendor uses when contracting with Dental Providers, as well as any related provider manuals. Vendor's Provider Agreements shall require Dental Providers to comply with all applicable obligations in this Addendum and the Agreement. Vendor and United shall work together in good faith to address any concerns United has regarding the content of such agreements or manuals. Vendor must have a written agreement in effect with each Dental Provider. Vendor understands and agrees that Vendor and Dental Providers may be subject to United's administrative guide and/or provider manual for the provision of Vendor Services and Dental Services for any government program Benefit Plan.

Vendor shall ensure that its agreements with Dental Providers and related manuals comply with applicable laws, regulations and Accrediting Agency standards. Vendor shall cooperate with and provide to United copies of Provider Agreements and manuals that United is required to file or submit to regulators or Accrediting Agencies for accreditation purposes.

In the event Vendor intends to make any substantial changes to its Provider Agreements or manuals that would materially affect the Agreement or require filing or submission to United's regulators or Accrediting Agencies, Vendor shall notify United of such proposed changes before they are effective and Vendor and United shall work together in good faith to resolve any concerns United may have about the proposed changes and to complete any filing or submission United is required to make.

(e) **Provider Communication.** Vendor shall require Dental Providers to provide information regarding treatment options in a culturally competent manner, including the option of no treatment. Vendor shall also require Dental Providers to assure that individuals with disabilities are furnished with effective communications in making decisions regarding treatment options.

(f) **Discontinuing Use of a Dental Provider.** Vendor shall discontinue making referrals to or otherwise using a Dental Provider to provide Dental Services to Covered Persons as follows:

- (i) immediately upon Vendor's receipt of written notice that the Dental Provider's license or certification has been revoked, suspended or otherwise limited;
- (ii) immediately upon Vendor's receipt of written notice that the Dental Provider's liability insurance has been revoked;
- (iii) immediately upon Vendor's receipt of written notice that the Dental Provider has been sanctioned by CMS; and
- (iv) upon termination of the Dental Provider's Provider Agreement with Vendor.

Monthly, Vendor will notify United, in writing, of the addition or voluntary termination of any Dental Provider providing Dental Services to Covered Persons pursuant to this Addendum and the Agreement. Vendor will notify United, in writing, of the names of any Dental Provider whose contract with Vendor has been involuntarily terminated immediately upon termination of the Dental Provider.

(g) **Provider Appeal of Termination.** Vendor agrees to abide by all applicable laws and regulations relating to provider appeals of termination.

(h) **Notice to Covered Persons.** If a Dental Provider is terminated for reasons other than at a Dental Provider's request, United may not notify Covered Persons of such Dental Provider's termination until the effective date of the termination or the time a review panel makes a formal recommendation. If a Dental Provider is deselected for reasons related to imminent harm, United may notify Covered Persons immediately. If a Dental Provider is terminated at Dental Provider's request, United will give reasonable advance notice to a Covered Person of the impending termination of the Dental Provider who is currently treating the Covered Person. United will make reasonable efforts to

provide notice to such a Covered Person at least thirty (30) days before the effective date of the Dental Provider's termination.

(i) **Verification of Covered Person Eligibility.** Prior to providing or arranging for the provision of Covered Services for a Covered Person, Vendor and/or Dental Providers shall verify each Covered Person's eligibility for a Benefit Plan.

2.2 **Customer Service Activities.** Vendor shall provide a toll free customer service number to all Covered Persons. All Covered Person questions related to Vendor coverage shall be directed to Vendor customer service representatives, and Vendor shall be responsible for providing accurate and timely information to Covered Persons.

### **SECTION 3 UTILIZATION MANAGEMENT**

Vendor shall establish and maintain a utilization management program that applies standards of medical necessity, appropriateness and efficiency that reflect patterns of care found in established managed care environments. Vendor shall involve an appropriately licensed professional whenever making a recommendation that Dental Services that have been requested or for which payment has been requested are not medically necessary. Vendor's protocols for the provision of utilization management services shall comply with applicable State law and the requirements of any Accrediting Agency from which Vendor has received accreditation.

### **SECTION 4 CLAIMS ADMINISTRATION**

#### **4.1 Claims and Benefit Administration.**

(a) Vendor shall or shall arrange for a third party administrator ("TPA") to process claims for Dental Services. The TPA must have all required regulatory approvals to do business in any of the states in which claims may be submitted by Covered Persons, Dental Providers or other providers. Vendor shall arrange for Dental Providers to submit claims for Dental Services to Vendor or the TPA. Claims shall be paid in accordance with the terms and conditions of the Benefit Plans, Vendor's agreements with Dental Providers, this Addendum and the Agreement, and any applicable State or federal requirements.

(b) Vendor and/or TPA shall make initial determinations whether services and/or supplies requested by or on behalf of a Covered Person or for which a Covered Person has requested reimbursement are Dental Services.

Vendor has the final, binding, and exclusive discretionary authority with regard to the payment of any claim for which Vendor has financial responsibility under the Agreement, except as otherwise provided by Section 4.3 of this Addendum. If Vendor determines that the requested services and/or supplies are not Dental Services, Vendor

shall notify the Covered Person about the lack of coverage and the Covered Person's rights under the Benefit Plan to appeal a denial of coverage.

(c) Vendor shall cooperate and fully participate in any audits of Vendor's claims services conducted or authorized by United. During an audit of Vendor's program, United shall have the right to review all records related to the claims services provided by Vendor pursuant to this Addendum and the Agreement.

**4.2 Covered Person Appeal and Grievance Process.** In the event of disputes with a Covered Person or Dental Provider regarding coverage of Dental Services, Vendor shall refer the Covered Person or Provider to the appropriate appeal and grievance processes under the Covered Person's Benefit Plan. Vendor shall cooperate with United and/or the Payor with respect to any such appeal or grievance processes. In addition, the following shall apply:

(a) The result of the Covered Person appeal and grievance process shall be binding on Vendor, unless Vendor notifies United that Vendor disagrees with such result within fifteen (15) business days after Vendor receives notice of the result. In such case, United or Payor may authorize coverage and pay for the provision of the services and/or supplies in dispute, and the parties shall proceed with the dispute resolution process described in Section 4.3 of this Addendum.

**4.3 Coverage Disputes between Vendor and United or a Payor Regarding Covered Persons.** In the event: (a) of a dispute between Vendor and United or a Payor regarding whether particular services and/or supplies for a Covered Person are Dental Services for which Vendor has financial responsibility; or (b) if United or a Payor enters into a settlement agreement with a Covered Person as a result of actual or threatened grievance, arbitration or litigation, and United or Payor and Vendor do not agree on financial liability for such services (collectively, a "Coverage Dispute"), the parties shall comply with the following Coverage Dispute resolution procedure:

(a) The Coverage Dispute shall be submitted to United's or the Payor's and Vendor's Medical Directors, or equivalent, for review.

(b) The Medical Directors shall issue their determination within seven (7) business days after submission and receipt of appropriate and necessary information.

(c) In the event there continues to be a Coverage Dispute after the Medical Directors' review, the parties shall submit the Coverage Dispute to the most senior executive at each organization, who shall issue their determination within seven (7) business days after submission.

(d) In the event there continues to be a Coverage Dispute, the affected parties may initiate legal action.

4.4 **Effect of Expiration or Termination.** When the Agreement expires or is terminated pursuant to Section 9.2 of the Agreement, the parties agree as follows:

**Covered Persons Claims.** Vendor is financially and administratively responsible for any claims for Dental Services provided prior to the expiration or termination date, even if the claim for such Dental Services is not received until after the expiration or termination date. The applicable terms of this Addendum, including Sections 4.1, 4.2 and 4.3, apply to such claims.

Vendor is also financially and administratively responsible for any claims for Dental Services provided after the expiration or termination date if the claim is related to completing Dental Services that started prior to the expiration or termination date. For example, completing a crown or root canal that was started, beyond examination, x-rays and recommendations, before the expiration or termination date. Completing such Dental Services is included in the payments Vendor received prior to the expiration or termination date. The applicable terms of this Addendum, including Sections 4.1, 4.2 and 4.3, apply to such claims.

Vendor is not financially or administratively responsible for any other claims for Covered Persons that are related to Dental Services provided after the expiration or termination date. Vendor shall promptly forward any claims it receives for post-expiration or post-termination date Dental Services for Covered Persons that are not Vendor's responsibility to United or United's designee in a manner consistent with any agreement reached pursuant to Section 9.3 of the Agreement.

## SECTION 5 OTHER SERVICES

5.1 **General Services.** In addition to the services described above, Vendor shall provide the following:

(a) **Reporting.** Vendor shall comply with the reporting requirements set forth in Exhibit D. In addition, Vendor shall provide to United reasonable and customary management reports similar in kind and nature to those provided other Vendor clients. Vendor shall also provide to United any standard reports necessary to comply with Vendor's and/or United's State or Accrediting Agencies' requirements. Vendor shall provide such reports to United no later than thirty (30) working days after the end of each calendar quarter or as otherwise appropriate for the particular report.

Additionally, Vendor must provide the following reports to United upon request: denial rate reports; aged claims reports; claims audit reports; coordination of benefits collection from third parties reports; and any other reports that may be required by any applicable State or federal regulatory agencies, including but not limited to CMS.

(b) **Data Feed.** Vendor shall make commercially reasonable efforts to provide an electronic data feed of Dental Provider contract information required for basic service calls from Covered Persons serviced by United's systems such as Cosmos, UNET, and EPD. To the extent such method is achieved and is to be put into use, the parties agree to execute such amendments to the Agreement as are necessary to address legal requirements, including, but not limited to, those required under HIPAA or other concerns related to such transmission.

(c) **Surveying.** Vendor shall cooperate with United with respect to surveys of a sample of Covered Persons who have accessed Dental Services pursuant to the Agreement and/or Dental Providers to assess satisfaction with Vendor. Vendor shall work with United to develop and administer such surveys. If areas of dissatisfaction are identified as a result of such surveys, Vendor will develop commercially reasonable corrective strategies for mutually identified areas of concern.

5.2 **Quality Management.** Vendor shall establish and maintain its own quality management program and such other assessment and improvement programs it determines appropriate. Vendor shall cooperate with, and shall use reasonable efforts to ensure Dental Providers cooperate with, any such reasonable and similar programs established or required by United, a Payor, or any applicable State regulatory agency.

**Attachment 1 (of Exhibit B)  
DENTAL SERVICES – SCHEDULE OF BENEFITS**

**SECTION 1  
Medicaid Covered Dental Services**

CODE	DESCRIPTION	Age Limit	Teeth Covered	Ben Limit
D0120	periodic oral evaluation	All		1 per 6 months
D0140	limited oral evaluation	All		See ORM
D0150	comprehensive oral evaluation	All		See ORM
D0210	intraoral-comp (inc bitewings)	All		1 per 60 months
D0220	intraoral-periapical-1st film	All		
D0230	intraoral-periapical-each film	All		
D0240	intraoral-occlusal film	All		
D0250	extraoral-first film	All		See ORM
D0270	bitewing – single film	All		1 per 6 months
D0272	bitewings - two films	All		1 per 6 months
D0273	Bitewings – three films	All		1 per 6 months
D0274	bitewings - four films	All		1 per 6 months
D0321	other temporomandibular joint films	All		See ORM
D0330	panoramic film	All		1 per 60 months
D0340	Cephalometric film	All		See ORM
D0350	oral/facial (includes intra and extraoral images)	All		See ORM
D0470	Diagnostic Models	All		See ORM
D1110	prophylaxis – adult	14 and older		1 per 6 months
D1120	prophylaxis – child	0 - 13		1 per 6 months
D1203	fluoride w/o prophy-child	0 - 20		1 per 6 months
D1351	sealant - per tooth		Teeth 2, 3, 14, 15, 18, 19, 30, 31	See ORM
D1510	space maintainer-fixed-uni	All	Per quadrant – 10 (UR), 20 (UL), 30 (LL), 40 (LR)	
D1515	space maint-fixed-bilateral	All	Upper Arch (01, UA) or Lower Arch (02, LA)	

D1520	space maintainer-removable-uni	All	Per quadrant – 10 (UR), 20 (UL), 30 (LL), 40 (LR)	
D1525	space maintainer-removable-bi	All	Upper Arch (01, UA) or Lower Arch (02, LA)	
D2140	amalgam-1 surface	All	Teeth 1 – 32, A – T	
D2150	amalgam-2 surfaces	All	Teeth 1 – 32, A – T	
D2160	amalgam-3 surfaces	All	Teeth 1 – 32, A – T	
D2161	amalgam-4+ surface	All	Teeth 1 – 32, A – T	
D2330	composite-1 surface, anterior	All	Teeth 6 – 11, 22 – 27, C - H, M – R	
D2331	composite-2 surfaces, anterior	All	Teeth 6 – 11, 22 – 27, C - H, M – R	
D2332	composite-3 surfaces, anterior	All	Teeth 6 – 11, 22 – 27, C - H, M – R	
D2335	composite-4+ surfaces, anterior	All	Teeth 6 – 11, 22 – 27, C - H, M – R	
D2391	composite-1 surf, posterior	All	Teeth 1 - 5, 12 - 21, 28 – 32, A, B, I, J, K, L, S, T	
D2392	composite-2 surf, posterior	All	Teeth 1 - 5, 12 - 21, 28 – 32, A, B, I, J, K, L, S, T	
D2393	composite-3 surf, posterior	All	Teeth 1 - 5, 12 - 21, 28 – 32, A, B, I, J, K, L, S, T	
D2394	composite- 4+ surf, posterior	All	Teeth 1 - 5, 12 - 21, 28 – 32, A, B, I, J, K, L, S, T	
D2752	crown-porce fused noble metal	All	6-11, 22-27	1 per 60 months
D2930	prefab steel crown-prime tooth	All	Teeth A through T	
D2931	prefab steel crown-perm tooth	All	Teeth 1 through 32	
D2933	prefabricated stainless steel crown with resin window	All	Teeth 6-11, 22-27, C-H, M-R	
D2951	pin retention - per tooth	All	Teeth 1-32	See ORM
D2952	cast post and core plus crown	All	Teeth 6-11, 22-27	See ORM
D3220	therapeutic pulpotomy		Teeth 1 – 32, A – T	See ORM
D3310	anterior (exc final rest)	All	Teeth 6 – 11, 22 – 27	Once per lifetime
D3320	bicuspid (exc final restore)	All	Teeth 4, 5, 12, 13, 20, 21, 28, 29	Once per lifetime
D3330	molar(excluding final restore)	All	Teeth 1-3, 14-19, 30-32	Once per lifetime
D3351	Apexification/recalcification – initial visit	All	Teeth 1-32	



D3352	Apexification/recalcification – interim medication	All	Teeth 1-32	
D3353	apexification/recalcification	All	Teeth 1 through 32	
D3410	apicoectomy/periradicular-ant	All	Teeth 6 – 11, 22 – 27	Once per lifetime
D4210	gingivectomy- 4 or more teeth, per quad	All	Per quadrant – 10(UR), 20 (UL), 30 (LL), 40 (LR)	1 per 12 months
D5110	complete denture – maxillary	All		1 per 96 months
D5120	complete denture – mandibular	All		1 per 96 months
D5211	maxillary part denture-resin	All		1 per 96 months
D5212	mandibular part denture-resin	All		1 per 96 months
D5213	maxillary part denture-cst mtl	All		1 per 96 months
D5214	mandibular part denture-mtl	All		1 per 96 months
D5510	repair broken comp dent base	All	Upper Arch (01, UA) or Lower Arch (02, LA)	
D5520	replace teeth-dent/per tooth	All	Teeth 1 through 32	
D5610	repair resin denture base	All	Upper Arch (01, UA) or Lower Arch (02, LA)	
D5620	repair cast framework	All	Upper Arch (01, UA) or Lower Arch (02, LA)	
D5630	repair or replace broken clasp	All		
D5640	replace broken teeth-per tooth	All	Teeth 1 through 32	
D5650	add tooth to partial denture	All	Teeth 1 through 32	
D5660	add clasp to partial denture	All		
D5750	reline comp max dent (lab)	All		1 per 48 months
D5751	reline comp mandibular denture	All		1 per 48 months
D5760	reline maxillary partial dent	All		1 per 48 months
D5761	reline mandibular partial dent	All		1 per 48 months
D5899	Unspecified removable prosthodontic procedure, by report	All		See ORM
D7140	Extraction- erupted tooth or exposed root	All	Teeth 1 –32, 51 – 82, A –T, AS -TS	

D7220	removal impacted tooth-soft	All	Teeth 1 through 32, 51 through 82	See ORM
D7230	remove impact tooth-part bony	All	Teeth 1 through 32, 51 through 82	See ORM
D7240	remove impact tooth-comp bony	All	Teeth 1 through 32, 51 through 82	See ORM
D7241	removal of impact tooth-comp bony w/ complicat.	All	Teeth 1 through 32, 51 through 82	See ORM
D7250	surg remove residual roots	All	Teeth 1 –32, 51 – 82, A –T, AS -TS	See ORM
D7270	tooth reimplantation-accident	All	Teeth 1 through 32	See ORM
D7280	surg exp impacted tooth-ortho	All	Teeth 1 through 32	See ORM
D7285	biopsy of oral tissue – hard	All		
D7286	biopsy of oral tissue – soft	All		
D7310	alveoloplasty w extract/quad	All	Per quadrant – 10(UR), 20 (UL), 30(LL), 40(LR)	Once per lifetime
D7320	alveoloplasty - per quadrant	All	Per quadrant – 10(UR), 20 (UL), 30(LL), 40(LR)	Once per lifetime
D7450	removal of benign odontogenic cyst or tumor – lesion diameter up to 1.25 cm	All		
D7451	removal of benign odontogenic cyst or tumor – lesion diameter greater than 1.25 cm	All		
D7460	removal of benign non-odontogenic cyst or tumor – lesion diameter up to 1.25 cm	All		
D7461	removal of benign non-odontogenic cyst or tumor – lesion diameter greater than 1.25 cm	All		
D7471	Removal of lateral exostosis (maxilla or mandible)	All	Upper Arch (01, UA) or Lower Arch	Once per lifetime
D7510	incision/drain abscess-intraor	All		
D7520	incision/drain abscess-extraor	All		
D7671	Alveolus – open reduction, may include stabilization of teeth	All		
D7899	Unspecified TMD therapy, by report	All		See ORM
D7960	frenulectomy	All		
D7970	excision of hyperplastic tissue- per arch	All		See ORM
D8080	comp ortho treat adolescent	0 - 20		
D8210	removable appliance therapy	All		
D8220	fixed appliance therapy	All		
D8670	periodic ortho exam/contracted	0 - 20		See ORM
D8999	Unspecified orthodontic procedure, by report	0 - 20		See ORM

D9220	gen anesthesia - first 30 min	All		
D9610	therapeutic drug injection	All		
D9999	unspecified adjunctive proc	All		

**SECTION 2**  
**MME Covered Dental Services**

CODE	DESCRIPTION	Age Limit	Teeth Covered	Ben Limit
D0120	periodic oral evaluation	All		1 per 6 months
D0140	limited oral evaluation	All		See ORM
D0150	comprehensive oral evaluation	All		See ORM
D0210	intraoral-comp (inc bitewings)	All		1 per 60 months
D0220	intraoral-periapical-1st film	All		
D0230	intraoral-periapical-each film	All		
D0240	intraoral-occlusal film	All		
D0250	extraoral-first film	All		See ORM
D0270	bitewing – single film	All		1 per 6 months
D0272	bitewings - two films	All		1 per 6 months
D0273	Bitewings – three films	All		1 per 6 months
D0274	bitewings - four films	All		1 per 6 months
D0321	other temporomandibular joint films	All		See ORM
D0330	panoramic film	All		1 per 60 months
D0340	Cephalometric film	All		See ORM
D0350	oral/facial (includes intra and extraoral images)	All		See ORM
D0470	Diagnostic Models	All		See ORM
D1110	prophylaxis – adult	14 and older		1 per 6 months
D1120	prophylaxis – child	0 - 13		1 per 6 months
D1203	fluoride w/o prophy-child	0 - 20		1 per 6 months
D1351	sealant - per tooth		Teeth 2, 3, 14, 15, 18, 19, 30, 31	See ORM
D1510	space maintainer-fixed-uni	All	Per quadrant – 10 (UR), 20 (UL), 30 (LL), 40 (LR)	
D1515	space maint-fixed-bilateral	All	Upper Arch (01, UA) or Lower Arch (02, LA)	

D1520	space maintainer-removable-uni	All	Per quadrant – 10 (UR), 20 (UL), 30 (LL), 40 (LR)	
D1525	space maintainer-removable-bi	All	Upper Arch (01, UA) or Lower Arch (02, LA)	
D2140	amalgam-1 surface	All	Teeth 1 – 32, A – T	
D2150	amalgam-2 surfaces	All	Teeth 1 – 32, A – T	
D2160	amalgam-3 surfaces	All	Teeth 1 – 32, A – T	
D2161	amalgam-4+ surface	All	Teeth 1 – 32, A – T	
D2330	composite-1 surface, anterior	All	Teeth 6 – 11, 22 – 27, C - H, M – R	
D2331	composite-2 surfaces, anterior	All	Teeth 6 – 11, 22 – 27, C - H, M – R	
D2332	composite-3 surfaces, anterior	All	Teeth 6 – 11, 22 – 27, C - H, M – R	
D2335	composite-4+ surfaces, anterior	All	Teeth 6 – 11, 22 – 27, C - H, M – R	
D2391	composite-1 surf, posterior	All	Teeth 1 - 5, 12 - 21, 28 – 32, A, B, I, J, K, L, S, T	
D2392	composite-2 surf, posterior	All	Teeth 1 - 5, 12 - 21, 28 – 32, A, B, I, J, K, L, S, T	
D2393	composite-3 surf, posterior	All	Teeth 1 - 5, 12 - 21, 28 – 32, A, B, I, J, K, L, S, T	
D2394	composite- 4+ surf, posterior	All	Teeth 1 - 5, 12 - 21, 28 – 32, A, B, I, J, K, L, S, T	
D2752	crown-porce fused noble metal	All	6-11, 22-27	1 per 60 months
D2930	prefab steel crown-prime tooth	All	Teeth A through T	
D2931	prefab steel crown-perm tooth	All	Teeth 1 through 32	
D2933	prefabricated stainless steel crown with resin window	All	Teeth 6-11, 22-27, C-H, M-R	
D2951	pin retention - per tooth	All	Teeth 1-32	See ORM
D2952	cast post and core plus crown	All	Teeth 6-11, 22-27	See ORM
D3220	therapeutic pulpotomy		Teeth 1 – 32, A – T	See ORM
D3310	anterior (exc final rest)	All	Teeth 6 – 11, 22 – 27	Once per lifetime
D3320	bicuspid (exc final restore)	All	Teeth 4, 5, 12, 13, 20, 21, 28, 29	Once per lifetime
D3330	molar(excluding final restore)	All	Teeth 1-3, 14-19, 30-32	Once per lifetime
D3351	Apexification/recalcification – initial visit	All	Teeth 1-32	

D3352	Apexification/recalcification – interim medication	All	Teeth 1-32	
D3353	apexification/recalcification	All	Teeth 1 through 32	
D3410	apicoectomy/periradicular-ant	All	Teeth 6 – 11, 22 – 27	Once per lifetime
D4210	gingivectomy- 4 or more teeth, per quad	All	Per quadrant – 10(UR), 20 (UL), 30 (LL), 40 (LR)	1 per 12 months
D5110	complete denture – maxillary	All		1 per 96 months
D5120	complete denture – mandibular	All		1 per 96 months
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D5212	mandibular part denture-resin	All		1 per 96 months
D5213	maxillary part denture-cst mtl	All		1 per 96 months
D5214	mandibular part denture-mtl	All		1 per 96 months
D5510	repair broken comp dent base	All	Upper Arch (01, UA) or Lower Arch (02, LA)	
D5520	replace teeth-dent/per tooth	All	Teeth 1 through 32	
D5610	repair resin denture base	All	Upper Arch (01, UA) or Lower Arch (02, LA)	
D5620	repair cast framework	All	Upper Arch (01, UA) or Lower Arch (02, LA)	
D5630	repair or replace broken clasp	All		
D5640	replace broken teeth-per tooth	All	Teeth 1 through 32	
D5650	add tooth to partial denture	All	Teeth 1 through 32	
D5660	add clasp to partial denture	All		
D5750	reline comp max dent (lab)	All		1 per 48 months
D5751	reline comp mandibular denture	All		1 per 48 months
D5760	reline maxillary partial dent	All		1 per 48 months
D5761	reline mandibular partial dent	All		1 per 48 months
D5899	Unspecified removable prosthodontic procedure, by report	All		See ORM
D7140	Extraction- erupted tooth or exposed root	All	Teeth 1 –32, 51 – 82, A –T, AS -TS	

D7220	removal impacted tooth-soft	All	Teeth 1 through 32, 51 through 82	See ORM
D7230	remove impact tooth-part bony	All	Teeth 1 through 32, 51 through 82	See ORM
D7240	remove impact tooth-comp bony	All	Teeth 1 through 32, 51 through 82	See ORM
D7241	removal of impact tooth-comp bony w/ complicat.	All	Teeth 1 through 32, 51 through 82	See ORM
D7250	surg remove residual roots	All	Teeth 1 –32, 51 – 82, A –T, AS -TS	See ORM
D7270	tooth reimplantation-accident	All	Teeth 1 through 32	See ORM
D7280	surg exp impacted tooth-ortho	All	Teeth 1 through 32	See ORM
D7285	biopsy of oral tissue – hard	All		
D7286	biopsy of oral tissue – soft	All		
D7310	alveoloplasty w extract/quad	All	Per quadrant – 10(UR), 20 (UL), 30(LL), 40(LR)	Once per lifetime
D7320	alveoloplasty - per quadrant	All	Per quadrant – 10(UR), 20 (UL), 30(LL), 40(LR)	Once per lifetime
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D7451	removal of benign odontogenic cyst or tumor – lesion diameter greater than 1.25 cm	All		
D7460	removal of benign non-odontogenic cyst or tumor – lesion diameter up to 1.25 cm	All		
D7461	removal of benign non-odontogenic cyst or tumor – lesion diameter greater than 1.25 cm	All		
D7471	Removal of lateral exostosis (maxilla or mandible)	All	Upper Arch (01, UA) or Lower Arch	Once per lifetime
D7510	incision/drain abscess-intraor	All		
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D7671	Alveolus – open reduction, may include stabilization of teeth	All		
D7899	Unspecified TMD therapy, by report	All		See ORM
D7960	frenulectomy	All		
D7970	excision of hyperplastic tissue- per arch	All		See ORM
D8080	comp ortho treat adolescent	0 - 20		
D8210	removable appliance therapy	All		
D8220	fixed appliance therapy	All		
D8670	periodic ortho exam/contracted	0 - 20		See ORM
D8999	Unspecified orthodontic procedure, by report	0 - 20		See ORM

D9220	gen anesthesia - first 30 min	All		
D9610	therapeutic drug injection	All		
D9999	unspecified adjunctive proc	All		

**EXHIBIT C**  
**DELEGATION OF CREDENTIALING ADDENDUM**

**THIS DELEGATED CREDENTIALING ADDENDUM** (this “Addendum”), supplements and is made a part of the Administrative Services Agreement (the “Agreement”) between **DentaQuest, LLC** (“Vendor”) and **UnitedHealthcare Community Plan of Ohio, Inc.** (“United”).

**SECTION 1**  
**DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

1.1 **Complaint:** Any written or oral communication made by a Covered Person or his or her authorized representative that expresses dissatisfaction about United, a Participating Practitioner or Component, or United’s products, benefits, coverage, services or operations.

1.2 **Component:** A hospital, skilled nursing facility, outpatient surgical center, free-standing surgical center, such as stand-alone abortion clinics and multispecialty outpatient surgical centers, or a similar facility, or as defined by the Credentialing Authorities, that is required by United and the Credentialing Authorities to be Credentialed in order to participate in the United Network. For purposes of this Agreement, Component specifically excludes all home health care agencies and behavioral health facilities providing mental health or substance abuse services.

1.3 **Credential, Credentialing or Recredentialing:** The process of assessing and validating the applicable criteria and qualifications of providers to become or continue as Participating Practitioners or Components, as set forth the Credentialing Plan and pursuant to Credentialing Authorities.

1.4 **Credentialing Authorities:** The National Committee for Quality Assurance (“NCQA”), the Center for Medicare and Medicaid Services (“CMS”), as applicable, and other State and federal regulatory authorities; to the extent such authorities dictate credentialing addendum requirements.

1.5 **Credentialing Plan:** United’s policy for Credentialing and Recredentialing of Practitioners and Components. To the extent the Credentialing Plan varies from any legal requirement, the law will control. The Credentialing Plan shall also include any State or federal regulatory requirements attached to the Credentialing Plan.

1.6 **Participating Component:** A Component that is included in the United Network, directly or through another entity, pursuant to a Participation Agreement.

1.7 **Participating Practitioner:** A Practitioner that is included in the United Network, directly or through another entity, pursuant to a Participation Agreement.



1.8 **Participation Agreement:** An agreement that sets forth the terms and conditions under which a Practitioner or a Component, either directly or through another entity, participates in Vendor's Network.

1.9 **Practitioner:** A licensed or otherwise appropriately qualified health care professional or entity who is qualified and, when applicable, duly licensed and/or certified by the state in which he, she or it is located to furnish Covered Services when acting within the scope of his, her or its license or certification.

1.10 **Quality of Care:** The degree to which health services for Covered Persons and populations increase the likelihood of desired health outcomes and are consistent with current professional knowledge. Dimensions of performance include the following: Covered Person perspective issues, safety of the health care environment, accessibility, appropriateness, continuity, effectiveness, efficacy and timeliness of care.

1.11 **United Network:** The network of Practitioners and/or Components established by United to provide or arrange for the provision of health care services to Covered Persons.

1.12 **Vendor Network:** The network of Practitioners and/or Components established by Vendor to provide or arrange for the provision of health care services.

## **SECTION 2 VENDOR RESPONSIBILITIES**

2.1 **Policies and Procedures.** Vendor may utilize its own policies and procedures for the performance of delegated activities set forth in this Addendum, subject to the terms and provisions hereof, and provided that such policies and procedures remain in compliance with the reasonable requirements of United, and applicable federal and State law and accreditation standards. All such policies and procedures shall be forwarded to United, on an annual basis or upon request, for ongoing review and approval.

2.2 **Compliance with Standards and Applicable Law.** Vendor shall at all times meet the applicable standards for Credentialing and Recredentialing, as required by Credentialing Authorities and as set forth in the most current Credentialing Plan. United shall provide Vendor a copy of the Credentialing Plan through regular mail or electronically. United may unilaterally change its Credentialing Plan by providing thirty (30) days prior written notice to Vendor of the changes and their effective dates; provided, however, if required by Credentialing Authorities, United may unilaterally change the Credentialing Plan immediately without prior written notice to Vendor of the changes and their effective dates. Any notice provided to Vendor under this Section may be in electronic format. Vendor shall also comply with all applicable laws related to the performance of delegated activities.

2.3 **Delegated Activities.** Vendor shall perform such delegated activities as United deems appropriate, including the Credentialing of Practitioners and Components in accordance with the Credentialing Plan, as may be amended from time to time, and the requirements set forth by the Credentialing Authorities. Vendor understands and agrees that Practitioners and Components may not provide health care services to a Covered Person unless and until such Practitioners and Components are properly Credentialed and have executed or are otherwise subject to a

Participation Agreement. Vendor will not communicate anything to the contrary to a Practitioner or Component.

**2.4 Credentialing of Practitioners.** When required, the Credentialing of Practitioners by Vendor shall include, but is not limited to:

- (a) establishing and maintaining credentialing standards, policies and procedures;
- (b) receiving the provider's application, reapplication and attestation;
- (c) conducting office site visits and medical record keeping assessments and requiring a passing score, as defined by Vendor's policy;
- (d) confirming the Practitioner has not been denied Credentialing from United in the previous twenty-four (24) months;
- (e) confirming the Practitioner has active hospital staff privileges at a participating hospital, if applicable to Practitioner's practice;
- (f) making decisions on Credentialing; and
- (g) the ongoing monitoring and evaluation of Complaints, sanctions on licenses, Medicare/Medicaid Complaints, and Quality of Care issues.

Credentialing of Practitioners shall also include primary source verification, where applicable, of: the Practitioner's education, including successful completion of a residency program, board certifications, current licensure or certification and any sanctions or limitations thereon; registration with the Drug Enforcement Agency; possession of a State Controlled Dangerous Substance Certificate; current, active malpractice insurance or State-approved alternative; malpractice history; work history; and verification that the Practitioner is not ineligible, excluded or debarred and does not have any restrictions, sanctions or other disciplinary action against him/her by any state or federal programs. Recredentialing must be completed at least every three (3) years.

**2.5 Credentialing of Components.** Vendor shall Credential the Components that apply for participation in the United Network. When required, the Credentialing of Components shall include, but is not limited to:

- (a) establishing and maintaining Credentialing standards, policies and procedures;
- (b) verification of current licensure or certification and any sanctions or limitations thereon;
- (c) verification that the Component is not ineligible, excluded or debarred and does not have any restrictions, sanctions or other disciplinary action against it by any state or federal programs;
- (d) verification of current, active malpractice insurance or State-approved alternative;

- (e) appropriate accreditation, certification or satisfactory alternative or a passing score on Component site visits;
- (f) making decisions on Credentialing; and
- (g) the ongoing monitoring and evaluation of Complaints, sanctions on licenses, Medicare/Medicaid Complaints, and Quality of Care issues.

**2.6 Right of Appeal.** If Vendor makes a decision to suspend or terminate a Participating Practitioner or Participating Component from Vendor's network, Vendor shall, when required by State or federal law, offer such Participating Practitioner or Component the right to appeal or request a fair hearing. Vendor shall conduct the appeals process and report the action, as required by the Credentialing Authorities.

**2.7 Audit Participation.** Vendor shall fully cooperate and participate, either telephonically or personally, in audits conducted by Credentialing Authorities, including interview sessions, upon fourteen (14) calendar days notice from United, unless the Credentialing Authorities require a shorter timeframe. This Section shall survive any termination of the Agreement or the revocation of delegated activities pursuant to Section 3.3 of this Addendum.

**2.8 Records.** Unless applicable statutes or regulations require a longer time period, Vendor shall retain all information and records related to this Addendum according to United's record retention policies, or for at least ten (10) years, or as otherwise required by law. United, Credentialing Authorities and any federal, State or local governmental official or their authorized representatives who audit United shall have access to all records or copies which are pertinent to and involve transactions related to this Addendum if such access is necessary to comply with United's policies, applicable accreditation standards, statutes, or regulations. Photocopying and mailing of records pursuant to this section shall be at no charge to United. United and Vendor shall maintain the privacy of all information regarding Covered Persons, Covered Services Participating Practitioners and Participating Components in accordance with applicable statutes and regulations. This Section shall survive any termination of the Agreement or the revocation of delegated activities pursuant to Section 3.3 of this Addendum.

**2.9 Improvement Action Plan.** In the event that, during an audit or any other time during the term of this Addendum, United discovers any deficiency(ies) in Vendor's delegated activities, Vendor shall develop an Improvement Action Plan for the specific activity that United determines to be deficient. The Improvement Action Plan shall include specifics of and timelines for correcting any deficiencies or issues contained in the audit report to Vendor. Vendor shall implement the Improvement Action Plan within the specified timeframes. In the event the Improvement Action Plan is not developed and/or implemented within such timeframes, United may revoke all or certain delegated activities pursuant to Section 3.3 of this Addendum. If deficiencies are identified, United retains the right to increase its monitoring, evaluations, and audits of Vendor until the deficiencies are corrected.

**2.10 Documentation and Information.** Vendor shall provide to United the following documentation and information according to the time periods listed below:

(a) **Inquiries and Investigations.** Within five (5) business days of Vendor's knowledge of actions taken as a result of any inquires or investigation by regulatory agencies, or Quality of Care issues investigated by Vendor, that result in the limitation, restriction, suspension or termination of a Participating Practitioner's or Component's ability to provide services to Covered Persons, Vendor shall provide United with documentation related to such inquires or investigations. Vendor is not required to provide United with information that is peer review protected or documents and deliberation considered confidential or privileged by HCQIA (Health Care Quality Improvement Act-1986) or according to state peer review laws.

(b) **United Network Updates.** Vendor shall provide United with information about Participating Practitioners or Components who have changes to their demographic information, who have been Credentialed or Recredentialed, or who have been terminated, suspended, or restricted from participating in Vendor's network as changes occur, but no later than thirty (30) business days from the time such changes occur. Such information shall be in an electronic format mutually agreed upon by the parties and shall include all information United needs to meet its database requirements. A sample of the format, content and where to submit this information shall be made available to Vendor on an electronic basis. United may unilaterally change its Credentialing and Recredentialing database requirements by providing thirty (30) days advance notice, in an electronic format, to Vendor of the changes and their effective date.

(c) **Improvement Action Plan Items.** Every six months after the Effective Date of the Agreement, Vendor shall provide United with any outstanding Improvement Action Plan items, if applicable.

(d) **List of Participating Practitioners and Components.** Upon United's request, which will be at least semi-annually and annually, Vendor shall provide United with a complete list of Participating Practitioners and Components currently active in the United Network and Credentialed by Vendor.

### **SECTION 3 UNITED'S RESPONSIBILITIES**

**3.1 Pre-Delegation Assessment.** The parties acknowledge that United has completed a pre-assessment audit of Vendor to assess its ability to fulfill the terms of this Addendum.

**3.2 United Oversight, Monitoring and Audit.** United shall perform oversight and monitoring of Vendor's performance under this Addendum, including but not limited to, review of the documentation and information related to delegated activities, as set forth in Section 2.10 of this Addendum. At any time, but at least annually, United will audit records and documents related to the activities performed under this Addendum, including but not limited to Vendor's Credentialing and Recredentialing files. United, in its sole discretion, will conduct desk-top review of Vendor's written policies and procedures and will perform file review audits at the site of Vendor. United will provide written notice of annual audits at least thirty (30) calendar days prior to the audit. United shall provide a report of its audit findings to Vendor within thirty (30) calendar days of the audit's conclusion. For all additional audits, United shall provide at least

fourteen (14) calendar days prior written notice, unless State or federal regulators or other Credentialing Authorities require a shorter timeframe. The audit notes shall include a list of the records to be reviewed.

**3.3 Revocation of Delegation.** United may revoke the delegation of some or all of the activities which Vendor is obligated to perform under this Addendum in the event Vendor fails to meet the requirements of United, applicable law, regulations, or accreditation standards in the performance of the delegated activity(ies).

**3.4 Right to Approve, Suspend, or Terminate Practitioners.** United retains the absolute right to approve or reject a Practitioner or Component for participation in the United Network or in any or all of its Benefit Plans. United also has the right to conduct independently any additional processes or verification procedures it deems necessary or appropriate, until such Practitioner or Component is Credentialed. United shall promptly inform Vendor and the affected Practitioner or Component of any denial, restriction or revocation of the provider's participation status in the United Network or a Benefit Plan, as determined by United. United also retains the absolute right to terminate or suspend any Participating Practitioners or Components from participation in the United Network or in any or all of its Benefit Plans. In no case shall this Section be construed to obligate Vendor to contract with or make use of any particular health care facility or professional.

## **SECTION 4 TERM**

**4.1 Term.** This Addendum shall run co-terminously with the Agreement, except that United may revoke any or all delegated activities at any time pursuant to Section 3.3.

**4.2 Records Upon Termination.** Upon the effective date of termination of the Agreement or revocation of all Delegated Activities pursuant to Section 3.3, Vendor shall provide United with a list of all Participating Practitioners and Participating Components that Vendor has Credentialed on United's behalf.

## **SECTION 5 SUB-DELEGATION**

Under certain circumstances, United may allow Vendor to sub-delegate all or a part of its delegated activities under this Addendum to another entity. Prior to any such sub-delegation arrangement, Vendor must:

- (a) Warrant that the sub-delegation agreement between Vendor and the sub-delegated organization meets the requirements of Credentialing Authorities and all terms and provisions of this Addendum;
- (b) Agree to oversee and perform audits of those activities it has sub-delegated to another entity in accordance with the requirements of Credentialing Authorities and this Addendum;
- (c) Provide all reports to United that are required under this Addendum;

(d) Not enter into the sub-delegation agreement until it receives United's prior written approval;

**(E) ASSURE THAT VENDOR'S OWNERSHIP INTEREST IN THE SUB-DELEGATE IS LESS THAN 100%,**

**EXHIBIT D**  
**PERFORMANCE LEVEL STANDARDS AND REPORTS**

**SECTION 1**  
**INTRODUCTION**

**UnitedHealthcare Community Plan of Ohio, Inc** (“United”) contracts with the state and federal government to provide health care services and support to beneficiaries of government-sponsored health programs. Under these agreements, United has obligations to and responsibilities for services to beneficiaries, providers and its government customers. United relies on the services and resources of **DentaQuest, LLC** (“Vendor”) to provide dental health care services to Covered Persons, develop a dental health provider network to meet state accessibility and network performance standards as defined in the attached Performance and Reporting Specifications document, and achieve competitive parity or advantage with other government program plans.

**SECTION 2**  
**PURPOSE**

The purpose of this Performance Level Standards and Reports Exhibit is to set forth the performance requirements, expectations and responsibilities for those functions performed by Vendor on behalf of United. All such requirements, expectations and responsibilities are incorporated into and a made part of the Administrative Services Agreement (the “Agreement”) entered into between the parties.

**SECTION 3**  
**STANDARD SERVICES TO BE DELIVERED**

Vendor shall provide Covered Persons a spectrum of dental health care services. In addition, Vendor shall manage the referrals and authorizations for the aforementioned services and all dental-related claims processing. Vendor shall also develop a dental health provider network to meet state and federal accessibility and network performance standards, and achieve competitive parity or advantage with other Medicaid plans.

**SECTION 4**  
**CHANGES TO ANY SERVICES DELIVERED**

United’s contract with State and federal governments allows United to provide additional treatment services to Covered Persons that may not be specifically mentioned within the Covered Person’s Benefit Plan. Therefore, United may, from time to time, request from Vendor certain non-standard dental health care services for Covered Persons if the services are in the best interest of the Covered Person. Vendor agrees to use its best efforts to comply with such requests.

The parties may also determine that a change to the delivery of services set forth in the Agreement and this Performance Level Standards and Reports Exhibit is necessary. As set forth in this Section 4, and in more detail in Attachment 1 to this Exhibit, either party may propose changes to the scope, nature or time schedules of any services being performed under this Performance Level Standards and Reports Exhibit or the Agreement; provided, however that both parties mutually agree to the proposed changes, including any changes to metrics reporting or operational guidelines. All changes will be subject to approval by both parties and must be finalized in writing.

## **SECTION 5 UNITED RESPONSIBILITIES**

United shall continuously assess Vendor's service performance and reporting metrics, as set forth in this Performance Level Standards and Reports Exhibit and in more detail in Attachment 1, to identify trends and opportunities for process improvement. United will schedule monthly meetings with Vendor to review the metrics described in Attachment 1 to this Exhibit.

United will actively seek and provide feedback concerning issues/problems that arise in the delivery of services to Covered Persons and will identify one national point of contact to act as the primary liaison between United and Vendor.

## **SECTION 6 PERFORMANCE AND REPORTING**

The most critical aspect of these Performance Level Standards and Reports is the monitoring and measuring of Vendor's service level performance. All key services provided to Covered Persons must be carefully measured and monitored by Vendor and the results analyzed and reported to United as set forth in Attachment 1 to this Exhibit. All benchmarks, targets and metrics, as well as reporting timeframes, are described in Attachment 1.

Service performance levels must be reviewed monthly by both United and Vendor. Any problems that might arise must be addressed in accordance with the terms set forth in the Performance and Reporting Specifications Attachment to this Exhibit (Attachment 1).



**ATTACHMENT 1 TO EXHIBIT D  
PERFORMANCE AND REPORTING SPECIFICATIONS**

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**SECTION 1  
PRODUCTS, SERVICES AND PROGRAMS**

<b>Program/Plan Description*</b>	<b>Service Description</b>
Ohio Medicaid CFC	Dental Benefits
Ohio Medicaid ABD	Dental Benefits
Ohio MME Program	Dental Benefits

**SECTION 2  
CHANGES TO SERVICES DELIVERED**

At times, it may be necessary for either United or Vendor to require or request a change to the services being delivered. All changes to the delivery of any services must be conducted according to the following process:

Either party must submit proposed changes to the scope, nature or time schedule of any services being performed, in writing, to one identified, main point of contact at either organization. Accordingly, either the United or Vendor contact shall reply in writing (email or letter), within ten (10) business days, agreeing to the proposed changes or declining the proposed changes. If either party disagrees with the proposed changes, United and Vendor shall discuss the changes and come to an agreement on the changes within ten (10) business days. All changes mutually agreed upon will then be documented in writing and finalized with an amendment signed by both parties to either this Performance and Reporting Specifications Attachment or to the Performance Standards and Reports Exhibit. If the changes are reasonable and straightforward, an amendment to this Performance and Reporting Specifications Attachment may be used. If, however, the requested changes to the services, metric reporting or operational guidelines are fundamental, modifications to the Performance Standards and Reports Exhibit may also be required.

**SECTION 3  
PROBLEM MANAGEMENT**

**2.1 Definitions.** For purposes of the Performance Level Standards and Reports Exhibit and this Attachment 1, the following terms shall have the meanings set forth below.

**Problem** shall mean any issue or concern regarding services provided to a Covered Person; any deficiency in meeting any of the outlined service metrics; any ongoing or unresolved claim issues; or any shortfall in meeting any of the network adequacy requirements.

**Escalation Process** shall mean issues or concerns that arise that cannot be handled by line personnel in the normal process (i.e., via direct discussion or email) and therefore must be escalated to one management level contact at Vendor or United, who in-turn, must investigate the issue, ensure a mutual resolution to the issue, and relay the final

outcome to all parties involved. Escalated service issues that arise will be directed to one point of contact at United, and will be resolved via one point of contact at Vendor.

**2.2 Problem Management Response Times.** Below are the expected response times for specific issues reported by United:

- Concerns involving non-life threatening but emergency nature cases shall be responded to by Vendor within two (2) hours.
- Concerns involving cases of an urgent nature but not emergency shall be responded to by Vendor within four (4) hours.
- Concerns general in nature shall be responded to by Vendor within two (2) business days.
- Upon discovery of metrics that are not achieved for any performance level standards, Vendor shall immediately provide United with a corrective action plan and an anticipated target date for the metric to be resolved.

## SECTION 4 NETWORK MANAGEMENT

Vendor shall comply with the performance metrics and reporting requirements related to network management as specified in Sections 3.1 – 3.3 below.

**3.1 Operational/Provider Network Performance Metrics and Reporting.** Vendor shall comply with the performance metrics and reporting requirements related to operational/provider network performance as specified below. Quarterly reporting shall be provided within forth-five (45) calendar days following the end of the quarter.

<b>Metric</b>	<b>Metric Description</b>	<b>Measurement</b>	<b>Expected Value</b>	<b>Frequency</b>
Average number of Covered Persons per provider	The ratio between Covered Person and provider, calculated by the total number of current Medicare/Medicaid Covered Persons divided by the number of providers currently accepting Medicare/Medicaid	# of total Covered Persons  # of total Providers  Average Covered Person per provider	1 provider per every 2,000 members	Quarterly
Average miles between Covered Person and provider	Average distance in miles between existing Covered Persons and Providers currently accepting Covered Persons	# of average miles between Covered Persons and providers (as evidenced through Geo	One provider within 30 miles	Quarterly

(Geo Access)		Access reporting)		
Provider File Submission	For Plan Network submission to the state and for encounter file processing. The Provider File will include all state required data elements.	Date provider directory submitted to the state  Yes/no	File is delivered on time and in correct format	Monthly – delivered same date as encounter file
Provider Listing – Attachment B	Each month, Vendor must submit to United an updated signed Attachment C to the Ohio Medicaid Addendum that contains all currently participating providers	Signed Attachment B	As Reported	Monthly – by the 15 <sup>th</sup> of the month.
Provider Terminations	For any provider that is terminated from the network, Vendor must submit documentation of the termination to United	Provider termination notice	As Reported	Ad Hoc, within 30days of termination
Provider Agreements	Vendor will submit to United annually or whenever updated - copies of all provider agreement templates which must comply with all State/Program requirements.	Vendor is only using approved Agreements	Agreement provided to United	Annual by 3/1, Ad-hoc

**3.2 Provider Support Services.** Vendor shall comply with the performance metrics and reporting requirements related to Covered Person and Provider support services as specified below. Monthly reporting shall be provided by the fifteenth (15<sup>th</sup>) day of the following month.

<b>Metric</b>	<b>Metric Description</b>	<b>Measurement</b>	<b>Expected Value</b>	<b>Frequency</b>
Provider Customer Service – Total Calls Received	Total number of inquiries answered by a representative	# of calls received	As Reported	Monthly, Annual Trending
Provider Customer Service – Average Speed to	Average time in seconds between the time a caller is connected and a	Average # of seconds	≤ 30 seconds	Monthly, Annual Trending

Answer	representative answers the call for services			
Provider Customer Service - Total Calls Answered Within 30 Seconds	Total number of Provider calls answered within 30 seconds	# of calls	$\geq 80\%$ of calls are answered within 30 seconds	Monthly, Annual Trending
Provider Customer Service – Blockage Rate	% of calls that receive a busy signal	% of total calls received that are blocked	$\leq 5\%$	Monthly, Annual Trending
Covered Person/Provider Customer Service – Abandonment Rate	Number of calls that are abandoned before reaching a representative or disconnected after reaching a representative  The percentage of total calls received that are abandoned (abandoned calls divided by total calls received in current month)	# abandoned  % of total calls received that are abandoned	$\leq 5\%$	Monthly, Annual Trending

**3.3 Credentialing and Re-credentialing.** Vendor shall comply with the performance metrics and reporting requirements related to credentialing and re-credentialing as specified below. Monthly reporting shall be provided by the fifteenth (15<sup>th</sup>) day of the following month.

Metric	Requirement	Reporting Frequency
Credentialing Requirements	Vendor must use the credentialing form prescribed by the DOI and cannot require a Provider to supply additional information other than what is require by this form.  If a provider, upon the oral or written request to submit a credentialing form, submits a credentialing form that is not complete, Vendor must notify the provider of the deficiency electronically, by facsimile, or by	N/A

	certified mail, return receipt requested, no later than 21 days after Vendor receives the form.	
Re-credentialing Frequency	Every 36 months after initial credentialing date	N/A
New Application & Re-Credentialing Turn-Around-Time (TAT)	Credentialing of all service providers applying for network provider status shall be completed for 100% of complete applications within 90 days of receipt.	Monthly
Sanction/Exclusion Monitoring	Vendor will conduct periodic monitoring of governmental exclusion lists & databases and report any positive findings. Vendor must immediately report any person/provider who has been excluded	Vendor to submit to plan immediately upon identification.
Adverse Action Notification	Vendor will report to United any action that denies, restricts, encumbers, revokes, or suspends a Practitioner's professional license, medical staff privileges, Vendor Provider status and or eligibility in the Medicare program	Within five business days of action or receiving notification
Provider Disclosure of Ownership	Providers must execute new disclosures on a credentialing cycle of every 36 months. Vendor will collect, track and review all disclosures	N/A

## SECTION 5 UTILIZATION MANAGEMENT

Vendor shall comply with the performance metrics and reporting requirements related to utilization management services as specified below. Monthly reporting shall be provided by the fifteenth (15<sup>th</sup>) day of the following month.

<b>Metric</b>	<b>Metric Description</b>	<b>Measurement</b>	<b>Expected Value</b>	<b>Frequency</b>
Prior Authorizations & Retrospective Reviews	# of Prior Authorizations & Retrospective Reviews filed and how many were approved, denied or partially denied.	# filed # approved, # denied, # partially denied	As Reported	Monthly, Annual Trending
Utilization review turn -	Average # of days to complete utilization	Average # of days to provide	Five (5) business	Monthly, Annual Trending

around time	review and provide notification of action	notification	days for prior-authorization requests. Thirty (30) calendar days for retrospective review requests.	
Utilization review detail report	Vendor shall provide a detail report that contains relevant details for all UM authorizations & denials for the prior month	Report shall include at a minimum, request dates, procedure code(s) requested & any denial reason(s)	As Reported	Bi-weekly

**SECTION 6  
CLAIMS ADMINISTRATION**

Vendor shall comply with the performance metrics and reporting requirements related to claims administration services and encounter reporting as specified below. Monthly reporting shall be provided by the fifteenth (15<sup>th</sup>) day of the following month (Except for Encounter files which shall be due by the tenth (10<sup>th</sup>) of each month.

<b>Metric</b>	<b>Metric Description</b>	<b>Measurement</b>	<b>Expected Value</b>	<b>Frequency</b>
Total Claims Received	Total number of claims received for services provided to Medicare Medicaid Covered Persons	# of total claims received	As Reported	Monthly, Annual Trending
EDI claims Usage	Number of claims received, and percentage of total electronic claims, that originated from an electronic, non-paper format	# of electronic claims  % of total claims received electronically	As Reported	Monthly, Annual Trending
EDI Claims Rejection	Number of claims submitted, and percentage of total electronic claims, that are rejected and require	# of electronic claims rejected  % of total electronic claims	As Reported	Monthly, Annual Trending

	manual intervention	received that are rejected		
Manual Claims Usage	Number of claims processed, and percentage of total claims, that originated from a paper format	# of manual claims received  % of total claims received manually	As Reported	Monthly, Annual Trending
Total # of claims adjudicated	Number and dollar amount of claims for which a determination of benefits has been made for services provided to Medicare/Medicaid Covered Persons	# of claims successfully adjudicated  \$ amount of adjudicated claims	As Reported	Monthly, Annual Trending
Average Adjudication amount	Total dollar amount of Claims Adjudicated divided by total number of claims adjudicated	Average claim adjudication dollar amount	As Reported	Monthly, Annual Trending
Auto-Adjudication of claims	The total Number of claims and the total dollar amount of claims automatically adjudicated (i.e., individual claim did not require any direct manual intervention in determining claim benefit) and the percentage of claims auto adjudicated relative to the number of total claims processed	# of claims auto-adjudicated  \$ amount of claims auto-adjudicated  % of total claims auto-Adjudicated	As Reported	Monthly, Annual Trending
Manual Adjudication of Claims	Claims adjudicated through direct manual intervention in determining the claim benefit	# of claims manually adjudicated  \$ amount of claims manually adjudicated	As Reported	Monthly, Annual Trending
Claims Adjudication	Based on a random sample of claims	% of claims without financial	At least 96% of total	Quarterly, Annual Trending



Financial Accuracy	adjudicated, calculate the percentage of claims with no financials errors, including correct determination of coinsurances, deductibles, maximum out-of-pocket expenses, COB, and usual and customary calculations	errors	claims processed over measurement period will be paid correctly – statistically valid sampling of claims	
Claims Adjudication Clerical Accuracy	Based on a random sample of claims adjudicated, calculate the percentage of claims with no clerical errors, including place of service, disallow codes, provider, date claim received, diagnosis, procedure, patient name and date of service	% of claims paid without clerical errors	At least 96% of total claims processed over the measurement period will be free of clerical errors – statistically valid sampling of claims	Quarterly, Annual Trending
Total Claims Paid	Total number and dollar amount of claims for which payment was made in the current month	# of claims  \$ total claims paid	As Reported	Monthly, Annual Trending
Average \$ amount per claim	Total dollar amount of claims paid divided by total number of claims paid	Average \$ amount per claim	As Reported	Monthly, Annual Trending
Highest claim paid	Dollar amount of Claim with highest dollar amount paid	\$ highest claim paid	As Reported	Monthly, Annual Trending
Total Adjustments	Total number of claims for which a change has been made to the payment amount and has been paid	# of adjustments	As Reported	Monthly, Annual Trending
Average Adjustment Amount	Total dollar amount of adjustment (overpayment and	\$ amount of average adjustment	As Reported	Monthly, Annual Trending

	underpayment) divided by total number of adjustments			
Claims Adjustment per 1,000 claims	Number of adjustment per every thousand claims paid, calculated by dividing the total # of claim adjustments by the total # of claims paid and multiplying by 1,000	# of claims adjustments per 1,000 claims paid	As Reported	Monthly, Annual Trending
Total Interest Paid	Interest paid on claims	# of claims with interest paid  \$ amount of Interest paid	As Reported	Monthly, Annual Trending
Interest Paid as % of total	Interest \$ amount as total of the claims payment made	% total payment that accounts for interest paid	As Reported	Monthly, Annual Trending
Claim Turnaround Time	Time, in number of days, between receipt of claims and payment and/or mailing of EOB to provider or Covered Person, for clean claims.	# of days	At least 90% of clean claims will be processed or paid within 30 calendar days.  At least 99% of clean claims will be processed or paid within 90 calendar days.	Monthly Annual Trending
Correctly Formatted Encounter File	Report in required Proprietary Format Within Expected State Time Frames	Yes/No compliant with requirements	File provided in correct format and within expected timeframe	Monthly, Annual Trending
Encounter Volume	Total # of encounters and dollar amount submitted to the state	# of encounters  \$ total encounters amount	As Reported	Monthly, Annual Trending

Ohio Medicaid Prompt Pay Report	State required template to be provided by United	Completed report	As Reported	Bi-annually, by January 10th and July 10th for previously completed 6 months.
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**SECTION 7  
APPEALS AND GRIEVANCES**

Vendor shall comply with the performance metrics and reporting requirements related to appeals & grievances as specified below. Monthly reporting shall be provided by the fifteenth (15<sup>th</sup>) day of the following month.

<b>Metric</b>	<b>Metric Description</b>	<b>Measurement</b>	<b>Expected Value</b>	<b>Frequency</b>
Complaints, Grievances & Appeals Summary	The number of appeals submitted by Covered Persons, Providers and United on the behalf of Covered Persons for the current month	# submitted by Health Plan, # submitted by Covered Persons and # submitted by Providers  Report shall also include category, nature, % of total and average turn-around-time for each category	As Reported	Monthly, Annual Trending
Complaints, Grievances & Appeals Detail Log	Detail report of Complaints, Grievances & Appeals	Report shall include, Case#, Member Name, Member ID#, Provider Name, Provider location, Source, Nature of Concern, Date Received & Date Resolved as well as the Description and Resolution of the concern to include upheld or overturn	As Reported	Monthly, Annual Trending

		information		
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**SECTION 8  
COVERED PERSON SETUP & MAINTENANCE SERVICES**

Vendor shall comply with the performance metrics and reporting requirements related to Covered Person setup and maintenance services as specified below. Monthly reporting shall be provided by the fifteenth (15<sup>th</sup>) day of the following month. Quarterly reporting shall be provided by within forth-five (45) calendar days following the end of the quarter.

<b>Metric</b>	<b>Metric Description</b>	<b>Measurement</b>	<b>Expected Value</b>	<b>Frequency</b>
Enrollment Transmissions	Number of days for an eligibility file to be loaded into and available in the system for use by Covered Person Services and Claims	# of days between receipt of the electronic eligibility files and downloading of files into the system.	2 Business Days, 95% of the time	Monthly, Annual Trending
Enrollment Transmissions	Percentage of new and/or existing Covered Persons for whom the eligibility information that is loaded into the system is correct, as determined by comparison to source information	% of Covered Persons in system with no error	96%	Monthly, Annual Trending

**SECTION 9  
QUALITY ASSURANCE**

Vendor shall comply with the performance metrics and reporting requirements specified below. Annual reporting shall be provided as the surveys are completed and the summary of results is available.

Covered Person Satisfaction Survey	% of covered persons satisfied with service, access to services and care	% satisfied with service  % satisfied with access to services  % satisfied with access to care	Members overall are generally satisfied	Annually
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Provider Satisfaction Survey	Provider Satisfaction survey should be completed on annual basis to measure quality of service and results provided to United	Completed/Not Completed	Providers overall are generally satisfied	Annually
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**SECTION 10  
COMPLIANCE**

DBP shall comply with the performance metrics and reporting requirements related to compliance as set forth in the table below. Quarterly reporting shall be provided within forty-five (45) business days after the end of each quarter.\*

<b>Metric</b>	<b>Metric Description</b>	<b>Measurement</b>	<b>Expected Value</b>	<b>Frequency</b>
Report of Compliance Incidents/FWA	Report of all compliance incidents / incidents of suspected fraud, waste and/or abuse as investigated by DBP and relating to United	Report provided along with relevant details	As Reported	Quarterly
Sanction/Exclusion Monitoring	DBP will conduct periodic monitoring of governmental exclusion lists & databases and report any findings that result	Compliance attestation provided including report of results and relevant details	As Reported	Quarterly

**APPENDIX E**

**MEDICAID COMBINED SERVICES SUBCONTRACT ADDENDUM**

**APPENDIX F**

**THIS EXHIBIT INTENTIONALLY OMITTED**

**EXHIBIT G**

**MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX**



**EXHIBIT H**  
**REGULATORY RIDER - MME**

## EXHIBIT I

### HIPAA AND GLB COMPLIANCE

**THIS HIPAA AND GLB COMPLIANCE EXHIBIT** (this “Exhibit”) applies when **DentaQuest, LLC** (“Vendor”), or any of its employees, sub-Business Associates (as that term is defined in 45 CFR Section 160.103), or agents: (a) receives from, or creates or receives on behalf of **UnitedHealthcare Community Plan of Ohio, Inc.** (“United”), Protected Health Information (“PHI”) (as that term is defined in 45 CFR Section 160.103) or nonpublic personal information (“Personal Information”), as that term is defined under the Gramm-Leach-Bliley Act and implementing regulations (“GLB”); or (b) creates, receives, maintains or transmits on behalf of United Electronic Protected Health Information (“E PHI”), as that term is defined in 45 CFR 160.103.

#### SECTION 1 DEFINITIONS

Unless otherwise specified in this Exhibit or the Administrative Services Agreement between the parties (the “Agreement”), all capitalized terms in this Exhibit not otherwise defined shall have the meaning established for purposes of Title 45 parts 160 and 164 of the United States Code of Federal Regulations, as may be amended from time to time.

#### SECTION 2 OBLIGATIONS AND ACTIVITIES OF VENDOR

2.1 Except as otherwise specified herein, Vendor may use or disclose PHI or Personal Information received from or created or received on behalf of United to perform functions, activities, or services for, or on behalf of, United as specified in this Exhibit, provided that such usage or disclosure would not violate the HIPAA privacy and security regulations, GLB or other federal or state privacy and security laws applicable to United, if done by United.

2.2 With regard to its use and/or disclosure of PHI or Personal Information, Vendor hereby agrees and represents and warrants to United that Vendor shall:

- (a) not use or further disclose any PHI or Personal Information other than as permitted by this Exhibit or required by law;
- (b) at all times maintain and use appropriate safeguards to prevent uses or disclosures of any PHI or Personal Information other than as permitted by this Exhibit or required by law;
- (c) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of E PHI that Vendor creates, receives, maintains, or transmits on behalf of United, including, at a minimum, the safeguards, policies, and procedures with respect to E PHI set forth in 45 CFR Part 164, Subpart C and in Section 5 of this Exhibit; and ensure

that any and all subcontractors or agents to whom Vendor provides EPHI agree in writing to implement reasonable and appropriate safeguards to protect EPHI in accordance with this subsection; and

- (d) ensure that any and all subcontractors or agents to whom Vendor provides any PHI or Personal Information agree in writing to the same conditions and restrictions that apply to Vendor with regard to the PHI or Personal Information.

2.3 With regard to its use and/or disclosure of PHI, Vendor hereby agrees and represents and warrants to United that Vendor shall:

- (a) report promptly to United any: (i) use or disclosure of any PHI of which it becomes aware that is not permitted by this Exhibit; and (ii) any Security Incident (defined in 45 CFR Section 164.304) of which it becomes aware;
- (b) mitigate, to the extent practicable, any harmful effect that is known to Vendor or of a use or disclosure of PHI by Vendor in violation of the requirements of this Exhibit;
- (c) in the time and manner designated by United make available PHI in a Designated Record Set, as defined in 45 CFR Section 164.501, to United, or as directed by United, to an individual, in order for United to respond to individuals' requests for access to information about them in accordance with the HIPAA privacy regulation;
- (d) in the time and manner designated by United, make available to United PHI for amendment and incorporate any amendments or corrections to the PHI in a Designated Record Set that United directs in accordance with the HIPAA privacy regulation;
- (e) document such disclosures of PHI and information related to such disclosures as would be required for United to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the HIPAA privacy regulations;
- (f) in the time and manner designated by United, make available to United, or as directed by United, to an individual, the information documented in accordance with subsection (e) above, to permit United to respond to a request by an individual for an accounting of disclosures, in accordance with the HIPAA privacy regulations; and
- (g) in the time and manner designated by United or the Secretary of Health and Human Services ("HHS"), make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of HHS for purposes of determining United's compliance with the HIPAA privacy regulations.

**SECTION 3  
TERM; TERMINATION**

3.1 Each term and condition of this Exhibit required by HIPAA and/or GLB shall be effective on the compliance date applicable to United or the Effective Date of the Agreement, under the HIPAA privacy and security regulations and/or GLB, respectively.

3.2 Upon the termination or expiration of the Agreement for any reason, Vendor shall return to United or destroy all PHI and/or Personal Information, if feasible, and retain no copies in any form whatsoever. If return of PHI and/or Personal Information is determined to be not feasible by Vendor, Vendor will allow United to pay for such return or extend the protections of this Agreement to such information for as long as it remains in Vendor's possession. This provision shall apply to PHI and/or Personal Information that is in the possession of subcontractors, Business Associates, vendors or agents of Vendor.

3.3 Vendor agrees that the Agreement may be terminated by United upon written notice to Vendor in the event that United determines that Vendor has violated any material term of this Exhibit. United will provide Vendor with written notice of the existence of an alleged material breach of this Exhibit and afford Vendor an opportunity to cure said breach upon mutually agreeable terms. Failure to cure, or a determination by United that cure is not practicable or possible, shall be grounds for the immediate termination of the Agreement

**SECTION 4  
MISCELLANEOUS**

4.1 Vendor agrees that nothing in this Exhibit or the Agreement shall permit Vendor to use or disclose PHI in any form via any medium with any third party beyond the boundaries and jurisdiction of the United States without express written authorization from United.

4.2 The parties agree to take such action as is necessary to amend this Exhibit and the Agreement from time to time as is necessary for United to comply with the requirements of HIPAA, the HIPAA privacy and security regulations, GLB and other federal and state privacy, security and consumer rights laws and regulations applicable to United. Vendor agrees to cooperate with and assist United in order for United to meet its obligations under applicable privacy and security laws and regulations.

4.3 This Exhibit shall survive any termination of the Agreement.

4.4 The terms and conditions of this Exhibit required by HIPAA shall be construed in light of any applicable interpretation of and/or guidance on the HIPAA privacy and security regulations issued by the U.S. Department of Health and Human Services from time to time. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits United to comply with applicable laws and regulations.

**SECTION 5**

## ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS

Vendor shall comply with the following safeguards with respect to EPHI.

### 5.1 Administrative Safeguards

#### 5.1.1 Security Management Process.

- (a) Implement policies and procedures to prevent, detect, contain and correct security violations.
- (b) Perform periodic audits (e.g., SAS70) of Vendor's security controls (i.e., physical and logical security, network configuration, change/problem and vulnerability management and recovery services). Vendor will provide United with copies of such audits upon request. Such reports shall be considered Vendor's confidential information under the Agreement.

5.1.2 **Assigned Security Responsibility.** Provide to United upon request the name of Vendor's security official with whom United may interact regarding security issues.

5.1.3 **Workforce Security.** Implement policies and procedures to ensure that Vendor workforce members have appropriate access to EPHI, and to prevent those workforce members without authorized access from obtaining it.

5.1.4 **Information Access Management.** Implement access authorization policies and procedures to ensure access to EPHI is appropriate.

5.1.5 **Security Awareness and Training.** Implement security awareness, training and updates for all Vendor workforce members, and implement procedures to: (i) guard against, detect and report viruses and other malicious software, as appropriate; and (ii) create, change, and safeguard passwords.

#### 5.1.6 Security Incident Procedures.

- (a) Implement policies and procedures to address security incidents.
- (b) Identify and respond to security incidents, mitigate their harmful effects to the extent possible, and document the incidents and the outcome.

5.1.7 **Contingency Plan.** Establish and implement appropriate policies and procedures for responding to occurrences that could damage systems that contain EPHI.

5.1.8 **Evaluation.** Periodically evaluate policies and procedures in light of the requirements contained in this Exhibit, and make changes to such policies and procedures as appropriate.

### 5.2 Physical Safeguards:

- 5.2.1 **Facility Access Controls.** Implement policies and procedures to limit physical access to electronic information systems and the facilities in which they are housed only to those workforce members whose access is authorized by Vendor and is appropriate.
  - 5.2.2 **Workstation Use.** Implement policies and procedures regarding the protections for workstations that access EPHI, to minimize risks of disclosure of EPHI.
  - 5.2.3 **Workstation Security.** Implement physical safeguards to reduce the risk that unauthorized users will access workstations that access EPHI.
  - 5.2.4 **Device and Media Controls.** Implement policies and procedures regarding the physical movement of hardware and media that contains EPHI.
- 5.3 **Technical Safeguards:**
- 5.3.1 **Access Control.** Implement technical policies and procedures to: (i) allow access to EPHI only to those persons or software programs that have been granted appropriate access rights, and (ii) use encryption technology with respect to EPHI transmissions over public networks.
  - 5.3.2 **Audit Controls.** Implement hardware, software and/or procedural mechanisms that record and examine activity in information systems that contain or use EPHI.
  - 5.3.3 **Integrity.** Implement policies and procedures to protect EPHI from improper alteration or destruction.
  - 5.3.4 **Person or Entity Authentication.** Implement procedures to verify the person or entity accessing EPHI is the one claimed.
  - 5.3.5 **TRANSMISSION SECURITY. IMPLEMENT TECHNICAL MEASURES TO PROTECT THE EPHI AGAINST UNAUTHORIZED ACCESS WHEN BEING TRANSMITTED.**

## EXHIBIT J

### SECURITY

**THIS SECURITY EXHIBIT** (this “Exhibit”) applies when DentaQuest, LLC (“Vendor”) requires electronic access to UnitedHealthcare Community Plan of Ohio Inc. and/or United HealthCare Services, Inc. (collectively, “United”) Information (as defined in Section 1 below) and/or United Information Systems (as defined in Section 1 below). This Exhibit applies in addition to any of Vendor’s obligations under the Administrative Services Agreement between the parties (the “Agreement”), any Business Associate Agreement or other agreement between the parties, or any requirements imposed upon Vendor by applicable laws or regulations, and in addition to any United due diligence that may be performed regarding Vendor’s systems and security practices. In the event of a conflict between this Exhibit and any other term between the parties, the terms most protective of United shall apply.

#### SECTION 1 DEFINITIONS

The following terms shall have the meanings as set forth below.

1.1 **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of United Information or interference with the operations of any of the Vendor Processing Resources. Security Incidents are classified as follows:

- (a) **“High Severity”** or severity 1 (severe impact) means external loss or exposure of United Information, causing significant impact to mission critical information technology systems including large-scale outages. Incidents or exposures classified at this level affect critical United Information Systems and will affect United’s customers.
- (b) **“Medium Severity”** or severity 2 (major impact) means internal loss or exposure of United Information, causing significant business interruption. Incidents or exposures classified at this level affect non-critical United Information Systems and may affect United’s customers.
- (c) **“Low Severity”** or severity 3 (moderate impact) means loss or exposure of United public information, causing a limited or confined business interruption. Incidents or exposures classified at this level affect United Information Systems or assets, but do not affect United’s customers.

1.2 **“United Information”** includes Confidential Information of United as such is or may be defined in the Agreement, United Non-Public Personal Public Information, as defined under the Gramm-Leach-Bliley Act and implementing regulations (“GLB”), as well as United Protected Health Information and Electronic Protected Health Information, as such terms are defined in 45 CFR Parts 160 and 164 (or successor regulations).

1.3 **“United Information Systems”** means information systems resources supplied or operated by United or its contractors, including without limitation, network infrastructure, computer systems, workstations, laptops, hardware, software, databases, storage media, proprietary applications, printers, and internet connectivity which are owned, controlled or administered by or on behalf of United.

1.4 **“Vendor Processing”** means any information collection, storage or processing performed by Vendor or its contractors: (i) which directly or indirectly supports the services or functions now or hereafter furnished to United under the Agreement, (ii) using any United Information, or (iii) in respect of any other information if performed on behalf of United or in support of United’s business, operations or services.

1.5 **“Vendor Processing Resources”** means information processing resources supplied or operated by Vendor, including without limitation, network infrastructure, computer systems, workstations, laptops, hardware, software, databases, storage media, printers, proprietary applications, internet connectivity, printers and hard copies which are used, either directly or indirectly, in support of Vendor Processing.

## **SECTION 2 SECURITY MANAGEMENT**

2.1 **Vendor Security Contact.** Vendor shall provide a security representative as the single point of contact for United on all security issues, who shall be responsible for overseeing compliance with this Exhibit.

2.2 **Policies and Procedures.** Vendor shall maintain written security management policies and procedures to prevent, detect, contain, and correct violations of measures taken to protect the confidentiality, integrity, availability, or security of Vendor Processing Resources and/or United Information. Such policies and procedures shall: (i) assign specific data security responsibilities and accountabilities to specific individual(s); (ii) include a formal risk management program which includes periodic risk assessments; and (iii) provide an adequate framework of controls that safeguard United Information Systems and United Information.

2.3 **Infrastructure Protection.** Vendor shall maintain industry standard procedures to protect Vendor Processing Resources, including, at a minimum:

- (a) Formal security programs (policies, standards, processes, etc.);
- (b) Processes for becoming aware of, and maintain, security patches and fixes;
- (c) Router filters, firewalls, and other mechanisms to restrict access to the Vendor Processing Resources, including without limitation, all local site networks which may be accessed via the Internet (whether or not such sites transmit information);
- (d) Resources used for mobile access to United Information Systems shall be protected against attack and penetration through the use of firewalls; and



- (e) Processes to prevent, detect, and eradicate malicious code (e.g., viruses, etc.) and to notify United of instances of malicious code detected on Vendor Processing Resources or affecting that are reasonably likely to affect United Information.

### **SECTION 3 RISK MANAGEMENT**

**3.1 General Requirements.** Vendor shall maintain appropriate safeguards and controls and exercise due diligence to protect United Information and Vendor Processing Resources against unauthorized access, use, and/or disclosure, considering all of the below factors. In the event of any conflict or inconsistency, Vendor shall protect the United Information and Vendor Processing Resources in accordance with the highest applicable requirement:

- (a) Federal, state, legal and regulatory requirements;
- (b) Information technology and healthcare industry best practices;
- (c) Sensitivity of the data;
- (d) Relative level and severity of risk of harm should the integrity, confidentiality, availability or security of the data be compromised, as determined by Vendor as part of an overall risk management program;
- (e) United's data security requirements, as set forth in this Exhibit, the due diligence process and/or in the Agreement; and
- (f) Any further information security requirements which are included in a statement of work or equivalent document mutually agreed to by the parties which is attached to or relates to the Agreement.

**3.2 Security Evaluations.** Vendor shall periodically (no less than annually) evaluate its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity, availability, and security of United Information and Vendor Processing Resources. Vendor shall document the results of these evaluations and any remediation activities taken in response to such evaluations, and provide to United a copy.

**3.3 Internal Records.** Vendor shall maintain mechanisms to capture, record, and examine information relevant to Security Incidents and other security-related events. In response to such events, Vendor shall take appropriate action to address and remediate identified vulnerabilities to United Information and Vendor Processing Resources.

**3.4 United Audits.** Vendor agrees to permit United, its auditors, its customers, or any governmental authority or, to the extent required by applicable law or contractual obligations, its customers, upon reasonable advance notice, to inspect and examine Vendor Processing

Resources, the facilities used to perform Vendor Processing, as well as policies, procedures, plans, and other records and documentation as reasonably necessary for United to verify Vendor's compliance with this Exhibit. United reserves the right to require Vendor to install appropriate systems management and security software to ensure appropriate protection is in place. United shall not disclose any information learned by United in the course of performing any such inspection or examination except as may be reasonably necessary for United to comply with obligations relating to the protection of United Information or as may otherwise be required by law.

**3.5 Remediation.** Vendor will remedy any High Severity security exposure or finding discovered by United within twenty-four (24) hours from the time the finding is identified and notice is provided to Vendor. Vendor will remedy any Medium to Low Severity security exposure or finding discovered by United within two (2) to five (5) business days, from the time the finding is identified and notice is provided to Vendor. If Vendor does not address the exposure or finding within the applicable time obligation, United shall have the right to immediately terminate access to United Information Systems and United Information without penalty to the services related to the access.

**3.6 Audit Practices.** Vendor shall provide to United, at least annually, information on its audit processes, procedures and controls, including a report on any findings and remediation efforts. United may accept, in place of an audit, independent attestation of Vendor's security practices and process controls, provided the attestation provides sufficient evidence (e.g., Statements on Auditing Standards 70 Type II equivalent, etc.).

**3.7 Vendor Locations.** Unless previously authorized by United in writing, all work performed by Vendor related to the Agreement shall be performed from the Vendor location(s) in the United States or any other location designated in the Agreement and/or any relevant statement of work(s), exhibits, lists, grids or documents that United provides to Vendor related to any off-shoring requirements or restrictions. For any location(s) outside of the fifty (50) United States ("Offshore Locations") where Vendor performs work related to the Agreement for United, Vendor also agrees to maintain the following security controls:

- (a) Vendor shall conduct either a SAS70 Type II Audit, a BS-7799 certification, or an ISO27001 certification at all Offshore Locations from which work is performed by Vendor related to the Agreement and will provide the resulting audit reports to United. The audits or certifications will be conducted once annually, and each report will cover a twelve (12) month term. The audit report will be issued to United no later than thirty (30) days after the audit is completed.
- (b) Vendor shall conduct assessments of general control objectives, as defined by United. These objectives may be periodically updated by United, effective upon delivery to Vendor to address additional services that Vendor will provide to United.
- (c) Vendor will comply with all future BS-7799 regulations, ISO27001 standards, or that of its successor(s), as issued by the SEC and the Public Company Accounting

Oversight Board, British Standards Institute (BSI), or International Standards Organization (ISO).

- (d) In the event that Vendor's audit report does not meet United requirements, United may exercise its rights under Section 3.4 of this Exhibit. All costs associated with such audit(s) shall be paid by Vendor.
- (e) At United's request, Vendor will provide a quarterly management representation letter reflecting any material changes in the environment utilized for the provided services.

#### **SECTION 4 PERSONNEL SECURITY**

**4.1 Access to United Information.** Vendor shall require its employees, contractors and agents who have, or may be expected to have, access to United Information or United Information Systems to comply with the provisions of the Agreement, including this Exhibit, any other exhibits to the Agreement, and any confidentiality agreement(s) or Business Associate Agreement(s) binding upon Vendor. Vendor will remain responsible for any breach of this Exhibit by its employees, contractors, and agents.

**4.2 Security Awareness.** Vendor shall ensure that its employees and contractors remain aware of industry standard security practices and their responsibilities for protecting United Information. This shall include, but not be limited to:

- (a) Protection against malicious software (such as viruses);
- (b) Appropriate password protection and password management practices; and
- (c) Appropriate use of workstations and computer system accounts.

**4.3 Sanction Policy.** Vendor shall maintain a sanction policy to address violations of Vendor's internal security requirements or security requirements which are imposed on Vendor by law, regulation, or contract.

**4.4 Supervision of Workforce.** Vendor shall maintain processes for authorizing and supervising its employees, temporary employees, and independent contractors and for monitoring access to United Information, United Information Systems and/or Vendor Processing Resources.

**4.5 Background Checks.** Vendor shall maintain processes to determine whether a prospective member of Vendor's workforce is sufficiently trustworthy to work in an environment which contains Vendor Processing Resources and United Information. At a minimum, such processes shall meet the requirements set forth in United's standard background investigations procedures, a copy of which will be provided to Vendor upon request.

## **SECTION 5 PHYSICAL SECURITY**

Vendor shall maintain appropriate physical security controls (including facility and environmental controls) to prevent unauthorized physical access to Vendor Processing Resources and areas in which United Information is stored or processed. Where practicable, this shall include controls to physically protect hardware (e.g., lockdown devices). Vendor shall adopt and implement a written facility security plan which documents such controls and the policies and procedures through which such controls will be maintained. Vendor shall maintain appropriate records of maintenance performed on Vendor Processing Resources and on the physical control mechanisms used to secure Vendor Processing Resources. Vendor shall obtain United's prior written approval prior to moving storage or processing of United Information, or personnel which have access to United Information or United Information Systems, to a location outside the United States.

## **SECTION 6 SOFTWARE**

6.1 **Software Licensing.** Any access provided to Vendor under this Exhibit is limited to United Information and United Information Systems and United is not granting Vendor a license to use the software programs contained within United Information Systems. Any license to the software programs contained within the United Information Systems shall be pursuant to a separate agreement between the parties.

6.2 **Software Usage.** Vendor shall not attempt to reverse engineer or otherwise obtain copies of the software programs contained in United Information Systems. This Exhibit does not transfer Vendor title of any ownership rights or rights in patents, copyrights, trademarks and trade secrets included in United Information Systems.

## **SECTION 7 SECURITY MONITORING AND RESPONSE**

7.1 **Incident Response.** Vendor shall maintain formal processes to detect, identify, report, respond to, and resolve Security Incidents in a timely manner.

7.2 **Incident Notification.** Vendor shall notify United in writing and provide a resolution plan within two (2) hours or as soon thereafter as reasonably feasible of any Security Incident(s) which result in, or which Vendor reasonably believes may result in, unauthorized access to, modification of, or disclosure of United Information, United Information Systems or other United applications.

7.3 **Incident Resolution.** After obtaining a written notification and resolution plan, United will determine the severity of the Security Incident and advise Vendor of such severity. If United considers the risk to be a High Severity exposure, Vendor must resolve or mitigate the High Severity within twenty-four (24) hours of providing such notice. If United considers the exposure a Medium or Low Severity exposure, then Vendor must resolve or mitigate the risk

within two (2) to five (5) business days of providing such notice. If Vendor does not resolve the Security Incident within the applicable time obligation, United shall have the right to immediately terminate access to United information and United Information Systems without penalty.

7.4 **Site Outage.** Vendor shall promptly report to United any Vendor site outages where such outage may be reasonably likely to impact United or Vendor's ability to fulfill its obligations to United.

## **SECTION 8 COMMUNICATION SECURITY**

8.1 **Exchange of Confidential Information.** The parties agree to utilize a secure method of transmission when exchanging Confidential Information electronically.

8.2 **Encryption.** Vendor shall maintain encryption, in accordance with industry standards mutually agreed upon between the parties, for all transmission of United Information via public networks (e.g., the Internet). Such transmissions include, but are not limited to:

- (a) Sessions between web browsers and web servers;
- (b) Email containing United Information (including passwords); and
- (c) Transfer of files via the Internet (e.g., FTP).

8.3 **Protection of Storage Media.** Vendor shall ensure that storage media containing United Information is properly sanitized of all United Information or is destroyed prior to disposal or reuse for non-Vendor Processing. All media on which United Information is stored shall be protected against unauthorized access or modification. Vendor shall maintain reasonable and appropriate processes and mechanisms to maintain accountability and tracking of the receipt, removal and transfer of storage media used for Vendor Processing or on which United Information has been stored.

8.4 **Data Integrity.** Vendor shall maintain processes to prevent unauthorized or inappropriate modification of United Information, for both data in transit and data at rest.

## **SECTION 9 ACCESS CONTROL**

9.1 **Access Control.** Vendor shall maintain appropriate access control mechanisms to prevent all access to United Information and/or Vendor Processing Resources, except by: (i) specified users expressly authorized by United and (ii) Vendor personnel who have a "need to access" to perform a particular function in support of Vendor Processing. The access and privileges granted by Vendor shall be limited to the minimum necessary to perform the assigned functions. Vendor shall maintain processes to ensure that employee or contractor access to Electronic Protected Health Information is revoked no later than within two (2) business days of

termination. Vendor shall maintain appropriate mechanisms and processes for detecting, recording, analyzing, and resolving unauthorized attempts to access United Information or Vendor Processing Resources. Notification to United of such unauthorized attempts is set forth in Section 7.2.

**9.2 Identification and Authentication.** All access to any United Information or any Vendor Processing Resources shall be Identified and Authenticated as defined in this Section. “Identification” refers to processes which establish the identity of the person or entity requesting access to United Information and/or Vendor Processing Resources. “Authentication” refers to processes which validate the purported identity of the requestor. For access to United Information or Vendor Processing Resources, Vendor shall require Authentication by the use of an individual, unique user ID and an individual password or other appropriate Authentication technique approved by United in writing. Vendor may use digital certificates in accordance with industry standards. Vendor shall obtain written approval from United prior to using digital certificates as part of Vendor’s Identification or Authorization processes. Vendor shall maintain procedures to ensure the protection, integrity, and soundness of all passwords created by Vendor and/or used by Vendor in connection with the Agreement.

**9.3 Account Administration.** Vendor shall maintain appropriate processes for requesting, approving, and administering accounts and access privileges for Vendor Processing Resources and United Information. These processes shall be required for both United-related accounts and Vendor’s internal accounts for Vendor Processing Resources, and shall include procedures for granting and revoking emergency access to Vendor Processing Resources and United Information. All access by Vendor’s employees or contractors to United Information Systems shall be subject to advance approval by United and shall follow United standard policies and procedures.

## **SECTION 10 NETWORK SECURITY**

**10.1 Authorized Access.** Vendor shall only have access to United Information Systems authorized by United and shall use such access solely for providing services to United. Vendor shall not attempt to access any applications, systems or data that United has not authorized Vendor to access or that Vendor does not need to access in order to perform services for United. Vendor further agrees to access such applications, data and systems solely to the extent minimally necessary to provide services to United. Vendor's attempt to access any applications, data or systems in violation of the terms in this Section 10.1 shall be a material breach of the Agreement.

**10.2 Remote Access Requirements.** In the event United authorizes Vendor to remotely access United Information Systems, Vendor shall only do so only from locations approved by United in writing. These locations may include, but are not limited to, Vendor primary locations, co-locations, employee home offices, and required business travel destinations. Vendor remote access shall be subject to United security and audit controls as referenced below in sections 10.3 and 10.4.

**10.3 Remote Access Security Controls.** In the event United authorizes Vendor to remotely access United Information Systems, unless authorized by United in writing, only United-owned and maintained mobile/PC devices (i.e., laptops, electronic notebooks, desktop PCs, etc) may be used for remote access into United Information Systems. In the event that United approves Vendor-owned mobile devices for mobile/PC devices for remote access connections, Vendor agrees to the following security controls:

- (a) Vendor shall procure mobile/PC devices and related operational hardware, manage the facilities used for remote or at home use, and provide access to United systems.
- (b) Vendor shall establish mutually agreed upon policies, procedures and protocols that are to address the facilities requirements for remote or at home access.
- (c) Mobile/PC devices shall be routinely registered with the United security guard or the United manager, as required.
- (d) Vendor shall have and shall restrict administrative rights to the mobile/PC device and will provide United field support the rights necessary to verify configuration on a periodic basis.
- (e) Vendor shall configure the mobile/PC device according to United's connectivity requirements, including approved VPN software.
- (f) Vendor shall maintain mobile/PC device password and screen saver safeguards.
- (g) Vendor shall disable all wireless capability from the mobile/PC device when not in use.
- (h) Vendor shall only use current, commercially supported operating systems on the mobile/PC device.
- (i) Vendor shall only use current and up to date patches, hot fixes, and service.
- (j) Vendor shall not simultaneously connect to the United network and a non-secure network (third party network or other non-standard connections). Only authorized connections from United Information Systems to United approved networks are allowed.
- (k) United reserves the right to require installation of appropriate systems management and security software to ensure adequate protection, including but not limited to system patch levels, anti-virus and malware protection, software licensing and appropriate device-level firewall protection.

- (l) Vendor remote access users shall adhere to United standard authentication protocols including, but not limited to, network and application login accounts, and/or two factor authentication tokens.
- (m) Vendor shall remotely connect to United systems using only the following United-provided solutions:
  - (i) External Corporate Connection through a dedicated private network connection and/or via Virtual Private Network Business To Business Internet Connection (“VPN B2B”), with appropriate firewall rules to restrict connectivity to only required resources, or
  - (ii) External Corporate Connection Virtual Private Network Client solution to a specified user group to restrict connectivity to only required resources, or
  - (iii) External Corporate Connection with a CITRIX presentation model, restricting connectivity and access to only required resources.

**10.4 Remote Access Audit Controls.** Unless authorized by United in writing, all contracted work by Vendor shall be conducted from the designated Vendor locations as referenced in the Agreement and/or relevant statement of work(s), exhibits, lists, grids or documents that United provides to Vendor. If United authorizes Vendor personnel to provide services to United remotely (from a site not identified in the designated Vendor list), the following audit controls shall apply:

- (a) Vendor shall monitor remote or at home users on a periodic basis, which shall include both quarterly onsite audits and a summary report on findings and remediation efforts. Vendor shall provide such reports to United.
- (b) Vendor shall follow the additional confidentiality obligations:
  - (i) Vendor will not remove any United Information from Vendor location(s), and will not print or download any United Information, including information resulting from connectivity or access to a United system(s), without prior approval of United.
  - (ii) Vendor shall inventory any United Information obtained by or Vendor and shall return or destroy United Information as required by United. If requested by United, Vendor shall provide a certificate of secure destruction.
  - (iii) Vendor will comply with all United policies and procedures regarding the safekeeping of United Information. Policies and procedures must include limitations regarding the storage of information on mobile/PC devices.
  - (iv) Vendor will keep any United Information in a locked file cabinet when such information is not in use.
  - (v) Vendor will maintain written security management policies and procedures regarding secure possession of United Information when traveling and utilizing United Information in public environments.



## SECTION 11 MISCELLANEOUS

**11.1 Software Development.** If the Agreement involves the development of software product(s) for United, such software shall be developed and maintained in accordance with the development methodology specified by United. Such software shall satisfy the appropriate United information security policies and guidelines that are furnished by United to Vendor (which are incorporated herein by reference). Vendor shall comply with any instructions, guidelines or minimum compliance controls that are furnished by United to Vendor (which are incorporated herein by reference) to enable United to comply with the Sarbanes Oxley Act and/or other applicable laws and regulations.

**11.2 Business Continuity Management.** Vendor will, at its sole expense, establish and maintain (i) written business continuity plans for the services and supporting facilities and (ii) written disaster recovery plans for critical technology and systems infrastructure and (iii) proper risk controls (collectively, the “Contingency Plans”) to enable continued performance under the Agreement in the event of a disaster or other unexpected break in services. Vendor will update and test the operability of any applicable Contingency Plan at least annually, and will maintain each such plan upon the occurrence of a disaster event. As used herein, a disaster is defined as an unanticipated incident or event, including, without limitation, force majeure events, technological accidents, or human-caused events, that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption, or that causes data loss, property damage or other business interruption without any reasonable prediction for recovery, within a commercially reasonable time period.

**11.3 Compliance with Laws.** Vendor shall comply with all federal, state and local laws, regulations, ordinances and requirements relating to the confidentiality, integrity, availability, or security of United Information applicable to Vendor’s obligations under the Agreement, including obligations in this Exhibit or other exhibits to the Agreement, or Business Associate Agreement(s) binding upon Vendor. In relation to and in conjunction with Vendor’s obligations under any Business Associate Agreement or HIPAA exhibit, Vendor shall comply with the following with respect to Electronic Protected Health Information:

- (a) **Safeguards.** Vendor shall maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of United as required by 45 CFR, Part 164, Subpart C.
- (b) **Third Parties.** Vendor shall ensure that any agent, including a subcontractor, to whom Vendor provides Electronic Protected Health Information agrees to maintain reasonable and appropriate safeguards to protect such Electronic Protected Health Information; provided, however, that Vendor shall not assign, delegate, or subcontract any obligation of Vendor owed to United in violation of the Agreement.

**11.4 Amendments.** This Exhibit may be modified by a written agreement executed by Vendor and United. Notwithstanding the foregoing or anything else, United may amend this Exhibit by providing thirty (30) days advance written notice of such amendment if United reasonably determines that such amendment is necessary for United to comply with the Standards for Privacy of Individually Identifiable Health Information or the Security Standards for the Protection of Electronic Protected Health Information (both of which are set forth at 45 CFR Parts 160 and 164) or any other applicable federal, state or local law, regulation, ordinance, or requirement relating to the confidentiality, integrity, availability, or security of individually identifiable medical or personal information or other United Information.