UNIVERSITY HEALTH CARE, INC.
dba PASSPORT HEALTH PLAN
DENTAL PROVIDER AGREEMENT

This Dental Provider Agreement (the "Agreement"), by and between University Health Care, Inc., d/b/a Passport Health Plan ("HMO"), and _________________________________, (Provider).

WHEREAS, HMO is licensed to operate a health maintenance organization under and subject to the requirements of the Commonwealth of Kentucky (Commonwealth) and has entered into a contract with the Commonwealth's Department of Medicaid Services (the "Department") to provide, or arrange for the provision of, comprehensive prepaid health services, including dental services, to eligible Medicaid recipients who have been assigned as Members of HMO by the Department (the "State Contract").

WHEREAS, Provider is a (i) physician or dentist, (ii) group of physicians or dentists that have formed a legally recognized entity and have been assigned a single Provider Tax Identification number, (iii) allied health professional or facility. Each such provider is appropriately licensed by the Commonwealth without restriction or limitation.

WHEREAS, HMO and Provider mutually desire to enter into this Agreement whereby the Provider shall provide Dental Services (as defined in Section 1 herein) to Members of HMO.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein set forth, the parties hereto agree as follows:

1. DEFINITIONS

As used in this Agreement, each of the following terms shall have the meaning specified herein, unless the context clearly requires otherwise:

1.1. AGREEMENT. This Agreement between HMO and Provider, including all attachments, addenda and amendments hereto.

1.2. COMPLAINTS AND APPEALS PROCEDURE. HMO's procedure for compliance with Kentucky law and regulations for the prompt resolution of Member's and Provider's grievances, complaints and appeals, as described in the Provider Manual.

1.3. COVERED SERVICES. Those Medically Necessary services to which a Member is entitled in accordance with the Provider Manual and as defined by Kentucky law and regulations. Covered services include the health services set out in 907 KAR 1:026 and 907 KAR 11:034.

1.4. DELEGATE. HMO's third party dental administrator.

1.5. DISCLOSURE FORM. The Disclosure Form required by State and Federal laws as a condition of participation in this Agreement, attached hereto and incorporated by reference herein as if fully set forth herein.

1.6. EFFECTIVE DATE. The Effective date of this Agreement is _______________, __________, 2014.

1.7. EMERGENCY SERVICES. Defined as a:
   (1) A medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, that a prudent layperson would reasonably have cause to believe constitutes a condition that the absence of immediate medical attention could reasonably be expected to result in (a) Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; (b) Serious impairment to bodily functions; or (c) Serious dysfunction of any bodily organ or part; or
   (2) With respect to a pregnant woman who is having contractions: (a) A situation in which there is inadequate time to effect a safe transfer to another hospital before delivery; or (b) A situation in which transfer may pose a threat to the health or safety of the woman or the unborn child.

1.8. FEE-FOR-SERVICE PAYMENT. A payment to Provider by HMO for authorized Covered Services that is equal to the amount designated in Appendix A for those Covered Services.
1.9. **GROUP PROVIDER.** A duly licensed physician, dentist or allied health professional, who practices with Provider as an employee, partner, shareholder, or contractor.

1.10. **DENTAL DIRECTOR.** A licensed Kentucky dentist who is in good standing with the Commonwealth of Kentucky and who is appointed by HMO to coordinate and monitor the Quality Management and Utilization Management Programs of HMO.

1.11. **MEDICALLY NECESSARY.** A Covered Service, and which is determined by HMO’s Dental Director, in accordance with 907 KAR 3:130, to be (a) Reasonable and required to identify, diagnose, treat, correct, cure, palliate, or prevent a disease, illness, injury, disability, or other medical or dental condition, (b) Clinically appropriate in terms of the service, amount, scope, and duration based on generally accepted standards of good medical or dental practice; (c) Provided for medical or dental reasons rather than primarily for the convenience of the individual, the individual’s caregiver, or the health care provider, or for cosmetic reasons; (d) Provided in the most appropriate location, with regard to generally accepted standards of good medical or dental practice, where the service may, for practical purposes, be safely and effectively provided; (e) Needed, if used in reference to an emergency medical service, to evaluate or stabilize an emergency medical condition that is found to exist using the prudent layperson standard; (f) Provided in accordance with early and periodic screening, diagnosis, and treatment (EPSDT) requirements established in 42 USC 1396r and 42CFR part 441 Subpart B for individuals under twenty-one (21) years of age; and (g) Provided in accordance with 42 CFR 440.230.

1.12. **MEMBER.** An individual who is an eligible Medicaid recipient and who has been assigned to the HMO by the Department.

1.13. **PARTICIPATING DENTAL PROVIDER.** A duly licensed Oral Surgeon, Doctor of Dental Surgery, Doctor of Medical Dentistry, or other allied dental health services professional, who has been successfully credentialed by HMO and who has entered into this Agreement with HMO to provide Covered Services to Members.

1.14. **PROVIDER MANUAL.** The manual created by HMO which explains HMO’s policies and procedures.

1.15. **QUALITY MANAGEMENT PROGRAM.** An ongoing review process and plan which functions to define, monitor, review, and recommend corrective action for managing and improving the quality of Covered Services rendered to Members.

1.16. **UTILIZATION MANAGEMENT PROGRAM.** A process of review of the appropriateness and necessity of Dental Services rendered to Members.

### 2. HMO’S OBLIGATIONS

2.1. **HMO shall perform administrative, claims processing, member services, provider services, quality management, and utilization management functions.**

2.2. **HMO shall provide or arrange for identification cards or other materials for Members to enable Participating Providers to identify Members who are eligible to receive Covered Services from Provider.**

2.3. **HMO shall compensate Provider in accordance with Appendix A and Section 4 of this Agreement.**

2.4. **HMO shall monitor the quality of health care provided to Members in accordance with Provider Manual and all applicable legal and regulatory requirements.**

2.5. **Unless otherwise mandated by Federal or Commonwealth governmental entities, HMO shall provide thirty (30) days written notice to Provider of all changes to the Provider Manual and HMO’s operational policies with which Providers must comply with as a condition of participation.**

### 3. PROVIDER’S OBLIGATIONS
3.1. Provider acknowledges and agrees that HMO’s delegate shall have the authority to enforce the provisions of this agreement.

3.2. Provider shall comply with the following conditions:

3.1.1. Provider shall have and maintain a valid license or, where required, certificate, without limitation, issued by the Commonwealth to provide health services necessary to satisfy Provider's obligations under this Agreement;

3.1.2. Provider shall be in compliance with the credentialing criteria established by HMO and/or HMO’s delegate, which establish qualifications for Provider to participate in HMO’s network. Provider authorizes HMO or HMO’s delegate to obtain or verify information required to complete credentialing process from licensing agencies, state boards, federal agencies, training programs, hospitals, the National Practitioner Data Bank and insurance companies. Provider releases HMO and its agents or delegate from liability for any act performed in good faith in connection with evaluating Provider and qualifications for participation in HMO’s network;

3.1.3. Provider shall comply with all policies and procedures of HMO and/or HMO’s delegate.

3.3. Provider agrees to notify HMO's delegate, in writing, immediately whenever there is any change to the requirements enumerated in Section 3.2.

3.4. Provider agrees to notify HMO’s delegate in writing immediately in the event that Provider has filed a petition for protection under the Federal bankruptcy laws. Such notice shall include information stating the district and State in which such bankruptcy petition was filed as well as the case number for such filing. Additionally, Provider agrees to immediately provide written notice to HMO of (i) any legal action, suit or counterclaim filed against Provider or (ii) any administrative or regulatory action, or proposed action, respecting the business or principals of Provider.

3.5. Provider shall comply with the provisions contained within the Provider Manual and all administrative policies and procedures, as well as with all applicable State and Federal laws and regulations relating to the delivery of Covered Services. Provider may appeal adverse determinations in accordance with the procedures established by HMO and referenced in the Provider Manual.

3.6. Provider shall ensure that its employees, physicians and associated dental professionals, employed by or under contract with Provider, shall be appropriately licensed or certified as required by applicable Commonwealth law, have met and continue to meet all applicable Commonwealth and Federal laws, regulations and HMO/HMO’s delegate’s policies and procedures, and shall submit evidence of such licensure or compliance to HMO upon request. If Provider performs laboratory services, all applicable requirements of the Clinical Laboratory Improvement Act of 1988 must be met.

3.7. Provider shall not differentiate or discriminate in the treatment of any Member because of the Member's race, color, national origin, ancestry, religion, health status, sex, marital status, age, political beliefs, or source of payment. Providers shall be available to see Members, except in situations where Provider has provided written notice to HMO the office is closed to new patients pursuant to Section 3.11.

3.8. Provider shall annually complete the Disclosure Form required by the Department, deliver a copy to HMO and notify HMO in writing of any update or other information required by the Disclosure Form during the term of this Agreement. Provider acknowledges that the certifications, representations and warranties contained in the Disclosure Form (and any addendum thereto) constitute a material part of this Agreement, the breach of which shall constitute a material breach of this Agreement.

3.9. Provider shall submit encounter and Early and Periodic Screening, Diagnosis and Treatment (“EPSDT”) data and such other data as may be required by HMO, Department or Commonwealth in accordance with the requirements described in the Provider Manual. Provider agrees to submit such data to HMO within the time frame allotted.

3.10. Provider acknowledges that it is Provider's responsibility to provide appropriate and adequate services to all of Provider's patients, including, without limitation, patients of Provider who are Members. Provider agrees that no action by HMO, or entity acting on HMO's behalf, in any way absolves, relieves, or lessens Provider's responsibility and duty to provide appropriate and adequate dental and medical care to all patients under Provider's care. Provider and HMO agree that (i) Provider may freely communicate with Members regarding the treatment options available to Members, including medication treatment options, regardless of the coverage limitations of the Plan and (ii) nothing included within this Agreement shall be construed so as to limit or prohibit the communication described in (i) above or to otherwise limit or prohibit open clinical dialogue between the Provider and Members. Provider shall be solely
responsible for the quality of all services and for all acts or omissions related to the diagnosis and treatment of Members. Further, nothing in this Agreement is intended to limit a Provider’s professional judgment or violate applicable law.

3.11. Provider agrees to render Covered Services only at office locations approved by HMO and as listed in the applicable Appendix B. Provider shall notify HMO’s delegate in writing, at least thirty (30) calendar days prior to any change in Provider's business or billing address, business telephone number, office hours, tax identification number, malpractice insurance carrier or coverage, State licensure number, DEA registration number, or change in acceptance of new Members status.

3.12. Provider authorizes HMO to include Provider's name, address, telephone number, medical and dental specialty, hospital affiliations, and other similar information in the provider directory, which may be included in various marketing materials. Provider agrees to afford HMO the same opportunity to display brochures, signs, or advertisements in Provider's office(s) as Provider affords any other insurance company or other third party payor. Provider may, with the prior written consent of and approval of materials by HMO and the Commonwealth, engage in Provider's own marketing activities designed to promote Provider as a Participating Provider with HMO.

3.13. Provider agrees to cooperate with HMO's Quality Management Program and all other quality improvement activities of HMO and/or HMO’s delegate. Provider agrees to allow the HMO or its delegate access to their medical and dental records.

3.14. Provider agrees to return any overpayment made by HMO, regardless of cause including an error in calculation of amount or review of submitted claims. Provider agrees that HMO shall have the right to collect overpayments in accordance with the provisions set out in KRS 304. 17A-714.

3.15. Provider acknowledges that it is the Provider’s responsibility to obtain the member’s written consent for the purpose of sharing member health information, including mental health, substance abuse, human immunodeficiency, and autoimmune deficiency syndrome information.

3.16. If a Provider diagnoses a case, which is beyond the scope of the services, Provider agrees to refer the Member to the Member’s Primary Care Provider.

3.17. Provider agrees to make necessary and appropriate arrangements to ensure the availability of services to Members on a 24 hour per day, 7 day per week basis, including arrangements to ensure coverage of Members after hours or when the Provider is otherwise unavailable. Provider shall offer timely access to appointments to comply with the following: Emergency Visits within 24 hours, Urgent Visits within 48 hours and Routine Visits within 21 days.

3.18. HMO and Provider shall jointly monitor and evaluate accessibility of care, and address problems that develop, which shall include, but not be limited to; waiting time and appointments; and at least annually review HMO’s standards of accessibility and availability and compliance with these standards.

3.19. If the Provider is a group practice (“Group”), the Group will ensure that the Group, as well as the individual Providers who are employed by, contracted with or are retained by the Group, comply with and are bound by all the duties, obligations and responsibilities of Provider in this Agreement. The Group shall identify all such Providers who provide Dental Services to Members and shall notify HMO or HMO’s delegate of such Providers and any changes involving such Providers. All Providers in Group shall comply with all provisions in this Agreement.

3.20. Provider acknowledges and agrees, that all Orthodontic procedures require pre-authorization in accordance with the provisions in the Provider Manual and HMO’s Orthodontic Program Criteria for Severe Handicapping Malocclusions.

4. COMPENSATION

4.1. Provider shall bill and be paid for Dental Services rendered in accordance with Appendix A.

4.2. Provider shall accept HMO compensation as provided in this Agreement as payment in full for Dental Services. Under no circumstances will Provider make any charges or claims against any Member directly or indirectly for specified services authorized by HMO. The Provider shall look only to HMO for compensation for Covered Services other than as provided in Section 4.5. Provider hereby agrees that in no event, including, but not limited to, non-payment by HMO, insolvency or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation,
remuneration or reimbursement from, or have any recourse against a Member or persons acting on a Member's behalf (except HMO) for Covered Services, except as provided in Section 4.5 herein. Provider further agrees that (i) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member, and that (ii) this provision supersedes any oral or written contrary Agreement now existing, or hereafter entered into between Provider, a Member, or persons acting on their behalf. This paragraph is to be interpreted for the benefit of Members and does not diminish the obligation of HMO to make payments to Provider according to the terms of this Agreement.

4.3. Provider may recommend and directly bill Members for Non-Covered Services if the Member is advised in writing before the service is rendered (i) the nature of the service(s) to be rendered, (ii) what other treatment options are available to the member, (iii) that HMO does not cover the services, (iv) the cost of the services, (v) that the Member will be financially responsible for the services, and (v) the Member agrees in writing to be financially responsible for the service. Furthermore, Provider shall hold harmless HMO for any claim or expense arising from such services.

4.4. Provider agrees that in the event of HMO’s insolvency, or other cessation of operations, or if this agreement is terminated for any reason, other than a quality of care issue or fraud, the Provider shall continue to provide services and be reimbursed in accordance with this Agreement until the active course of treatment is completed, Providers who have a valid contract with the Commonwealth to provide care under the Medicaid Program shall revert to such status in the event of insolvency or cessation of operations of HMO. Providers who do not have such a contract shall cooperate with the transfer of the Member and his/her medical and dental records to dental providers who do have valid contracts.

4.5. Provider will cooperate with HMO in coordinating benefits with other payors as follows. Provider will make a reasonable attempt to determine whether any other payor has primary responsibility for the payment of a claim for services that Provider rendered to an HMO Member. If another payor is primarily responsible, Provider will bill that payor before billing HMO, and Provider will bill HMO only for the difference, if any, between the payment made, or to be made, by the primary carrier and the payment rate stated in this Agreement. If, after Provider submits a claim to HMO, HMO determines that another payor is primarily responsible for payment of the claim, HMO will deny the claim for Provider to bill primary carrier. HMO will provide known information to Provider regarding primary carrier. If, after HMO pays a claim Provider has submitted, HMO determines that another payor is primarily responsible for all or a portion of the claim, HMO will recover payment from Provider until Provider bills and receives payment or final denial from primary carrier. Provider agrees to cooperate with HMO in all coordination of benefits activities.

4.6. Provider shall submit claims on appropriate claim forms within one hundred eighty (180) days of the date those services are rendered. All clean claims submitted by HMO, or its delegate by Provider under this Agreement shall be processed and either paid or denied within thirty (30) days of the receipt of a clean and complete claim, unless HMO requests additional required information within the thirty (30) day period.

5. PROFESSIONAL LIABILITY INSURANCE

5.1. Provider shall maintain such professional liability, comprehensive general liability, and other insurance as shall be deemed necessary by HMO to insure against any claim or claims for damages arising by reason of personal injuries or death occasioned, directly or indirectly, in connection with the Provider’s performance of any service pursuant to this Agreement. Notwithstanding the foregoing, the minimum limits of insurance shall be one million/three million dollars ($1 million/$3 million). Provider, at its sole cost and expense, shall maintain policies of comprehensive general liability, including contractually assumed liability and other insurance of the type and in the amount customarily carried by similar type entities. Upon written request, Provider shall provide proof of such coverage to HMO. Provider shall require that each of its subcontractors performing services pursuant to this Agreement, if any, shall maintain such policies of professional liability, comprehensive general liability and other insurance as shall be deemed necessary by HMO. This obligation shall survive the expiration or termination of this Agreement for any reason.

5.2. Provider agrees to defend, indemnify and hold harmless HMO, its officers, directors and employees, and its delegate from and against any and all actions, liabilities, claims for damages and demands, and against all costs, expenses and attorney fees for or by reason of Provider's breach of this Agreement, any actual or alleged death or injury to person or property arising from, or as a consequence of the negligence or willful misconduct of Provider and/or Provider's employees in connection with the terms and conditions of this Agreement. This section shall survive termination or expiration of this Agreement for any reason.
5.3. Provider agrees to defend, indemnify and hold harmless the Commonwealth, its officers, agents, and employees, and each and every Member from any liability whatsoever arising in connection with this Agreement for the payment of any debt of or the fulfillment of any obligation of Provider.

5.4. HMO agrees to defend, indemnify and hold harmless Provider, its officers, directors and employees from and against any and all actions, liabilities, claims for damages and demands, and against all costs, expenses and attorney fees for or by reason of HMO's breach of this Agreement and the negligence or willful misconduct of HMO and/or HMO's employees in connection with the terms and conditions of this Agreement. This section shall survive termination or expiration of this Agreement for any reason.

6. RECORDS

6.1. Provider shall maintain adequate dental and medical records relating to the provision of Covered Services to Members, in such form and containing such information as required by applicable State and Federal law and regulations and in accordance with usual and customary practices. Subject to applicable legal restrictions, Providers shall forward to HMO or HMO's delegate, in a prompt manner, any clinical information pertaining to Members necessary for HMO to conduct any functions specified by this Agreement. Provider shall maintain all medical and dental records as applicable relating to Members for the greater of five (5) years or the period required under applicable Commonwealth or Federal law to maintain patient records. These obligations shall survive the expiration or termination of this Agreement.

6.2. The parties agree that all Members' dental and medical records shall be treated as confidential so as to comply with all Federal and Commonwealth laws regarding the confidentiality of medical and dental records. Provider specifically agrees to abide by the applicable statutes, regulations and rules regarding the confidentiality of Protected Health Information, including medical and dental records, as mandated by the Health Insurance Portability and Accountability Act of 1996 (42 USC 1320d), as may be promulgated or amended. Provider specifically agrees to abide by the applicable statutes, regulations and rules regarding the confidentiality of medical and dental records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d), as may be promulgated or amended. Provider specifically agrees to protect the privacy and security of member information shared in the Patient Clinical Summary. To the extent permitted by the law, Provider shall permit HMO and appropriate Federal and Commonwealth regulatory agencies to (i) have access to Members' dental and medical records, (ii) upon request, to inspect and copy at reasonable times any accounting, administrative, dental and medical records maintained by Provider, relating to claims by and payments to Providers, Members' appeals and complaints, and/or relating to coordination of benefit.

6.3. Provider agrees to permit appropriate Commonwealth and/or Federal regulatory agencies, or their authorized representatives or agents, unrestricted access to books, records, and other papers relating to the provision of Covered Services rendered by or through Provider under this Agreement, to the cost thereof, to the amount of any payments received therefore from Members, or from others on Members' behalf. Additionally, Provider agrees to permit the Commonwealth to interview Provider's staff regarding the contents of any Member's medical and dental records. Provider's obligations under this Section 6.3 shall not exceed the requirements imposed on HMO, and its subcontractors, by the Department. Provider agrees to retain the books, records, and other papers provided for in this Agreement, for at least five (5) years from the date of their creation and that such obligation shall not terminate upon termination or expiration of this Agreement for whatever reason.

6.4. Provider agrees to cooperate with HMO or Member by forwarding in a prompt manner, consistent with Members' dental or medical condition, clinical information to another Provider. Provider agrees to transfer the complete original or a complete acceptable copy of the dental and medical records of any Member to another physician or provider for any reason, including termination of this agreement upon Member’s or HMO’s request. The transfer of dental and medical records shall be at no cost to either the HMO or the Member and shall be made within a reasonable time following the request but in no event less than five (5) business days except in cases of emergency. Provider agrees that such timely transfer of dental and medical records is necessary to ensure that continuity of care for Members.

7. REGULATORY OVERSIGHT

7.1. This Agreement is subject to the requirements of the Commonwealth and the Department. Provider agrees to cooperate with HMO in its efforts to comply with any and all requirements and rules imposed on it by either Commonwealth or the Department. In addition, Provider agrees to comply with all applicable Federal and State laws, including specifically the provisions of (i) Title VI of the Civil Rights Act of 1973 (Public Law 88-352), (ii) the Federal Rehabilitation Act of 1973 (Public Law 93-112), (iii) the Americans with Disabilities Act of 1990 (Public Law
101-336), (iv) paragraphs (1-7) of Executive Order No. 11246 (the text of which is available upon request from HMO) unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, (v) Section 6032 of the Deficit Reduction Act of 2005, PL 109-171, False Claims Act, Federal Administrative Remedies for False Claims and Statements Act, and KRS 205.8451, et seq. (relating to fraud), (vi) 42 U.S.C. 1395nn, as applicable, (vii) comply with the applicable Federal and State law regarding health care advance directives addressing the right to accept or reject life-saving medical procedures, and (viii) all amendments to each of the above and all requirements imposed by the regulations issued pursuant to such Acts. Additionally, Provider agrees to comply with the rules and regulations prescribed by the United States Department of Labor in accordance with 41 C.F.R. Parts 60-741, including the regulations recited in 20 C.F.R. Part 741. In part, these Acts provide that no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion, be excluded from participation in, or denied, any aid, care, service or other benefits provided by Federal and/or Commonwealth funding, or otherwise be subjected to discrimination.

7.2. Provider agrees to comply with Kentucky’s ethic laws and further certifies that no member of or delegate of Congress, the General Accounting Office, Department of Health and Human Services, the Center for Medicare and Medicaid Services or any other Federal or Commonwealth agency will benefit financially or materially from any contract(s) Provider enters into with HMO.

7.3. Provider agrees to notify the HMO in writing within forty-eight (48) hours or such lesser period of time as required by the applicable statute of the Commonwealth of any action, proposed action, suit or counterclaim filed against Provider pertaining to Members, HMO or the Commonwealth which may result in legal action.

7.4. Provider agrees to permit access to the Commonwealth, Department and/or Federal regulatory agencies, or their authorized representatives or agents, at all reasonable times upon demand, to inspect all facilities maintained or utilized by Provider in the provision of Covered Services under this Agreement.

7.5 Provider agrees to promptly report all suspected fraud, waste or abuse to HMO.

8. RESOLUTION OF DISPUTES

8.1. HMO and Provider shall both fully cooperate in resolving any and all controversies among or between said parties, their employees, agents, or representatives pertaining to their respective duties under this Agreement. Such disputes shall be submitted for resolution in accordance with the Provider Complaint and Appeal Procedures as referenced in the Provider Manual.

9. TERM; TERMINATION

9.1. The term of this Agreement shall commence as of the date of this Agreement and, unless earlier terminated in accordance herewith, shall continue for an initial one (1) year term. The term hereof shall be automatically renewed thereafter for successive one (1) year terms. Notwithstanding the foregoing, either party may terminate this Agreement at any time by providing at least ninety (90) days prior written notice of its intention to terminate this Agreement. If, after the date hereof, HMO revises the Provider Manual pursuant to the provisions herein or otherwise changes its operational policies pursuant to Section 2.5 herein, and Provider does not agree with such changes, Provider may exercise its right to terminate this Agreement as provided in this Section 9.1, unless such changes were requested by the Commonwealth or the Department. If Provider opts to terminate this Agreement because Provider does not agree with any such new operational policies, during the interim between implementation of the new operational policies and the termination of this Agreement, Provider will not be obligated to comply with the new operational policies; provided, however, Provider must have delivered prior written notice of termination to HMO at least ten (10) days prior to implementation of the new operational policies and the new operational policies must not be required by either the Commonwealth or the Department.

9.2. Notwithstanding the above, HMO may terminate this Agreement immediately in the event any of the following occur:

9.2.1. In the event that Provider (or, if Provider is a group, any Group Provider or allied dental health professional) is expelled, disciplined, barred from participation in, or suspended from receiving payment under any State's Medicaid Program or the Medicare Program.

9.2.2. Upon the loss or suspension of the Provider's Professional Liability coverage as set forth under this Agreement.
9.2.3. If Provider (or, if Provider is a Group, any Group Provider or allied dental health professional) (i) fails to satisfy any or all of the credentialing requirements of HMO, (ii) fails to cooperate with or abide by HMO's Quality Management Program, including data reporting, or (iii) is guilty of any conduct tending to injure the business reputation of HMO.

9.2.4. Upon termination of the State Contract for any reason.

9.3. In the event that either Party commits a material breach of this Agreement, other than those described in Section 9.2, non-breaching party may terminate this Agreement by giving thirty (30) days written notice (the "Thirty Day Period") to the breaching party; provided, however, termination shall not be effective if the breach or default is corrected in a manner reasonably satisfactory to the non-breaching party within the Thirty Day Period.

9.4. In the event that Provider terminates contract, HMO will request a list of HMO’s Members who are receiving ongoing care from the Provider to be provided to HMO no less than 60 days prior to the effective date of termination. Notification will be sent by the HMO to these Members at least 30 days prior to the date of the Provider’s termination.

10. MISCELLANEOUS

10.1. It is understood that Provider is an independent contractor and in no way is Provider to be considered an employee, agent, or representative of HMO. It is further understood that Provider provides specific services to Members in exchange for an agreed upon fee. This Agreement shall not create, nor be deemed or construed to create any relationship between HMO and Provider other than that of independent contractors, contracting with each other solely for the purpose of performing this Agreement.

10.2. This Agreement, being for the purpose of retaining the professional services of Provider, shall not be assigned by Provider without the express written consent of HMO and the Department.

10.3. In the event that any provision under this Agreement is declared null or void, the remaining provisions of this Agreement shall remain in full force and effect.

10.4. This Agreement shall only be amended by written agreement of the parties.

10.5. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the Kentucky.

10.6. This Agreement constitutes the entire understanding and Agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral Agreements or understandings existing between the parties concerning the subject matter hereof.

10.7. Written notices to be given hereunder shall be sent by certified mail, return receipt requested, or by an overnight delivery service which provides a written receipt evidencing delivery to the address set forth by the party. All notices called for hereunder shall be effective upon receipt. Notices shall be sent to HMO at HMO's administrative offices pursuant to the Provider Manual.

10.8. Each of the parties hereto agrees to cooperate with the other to carry out the purpose and intent of this Agreement, including without limitation the execution and delivery of any further agreements or other related documents and the taking of any action as may be reasonably required to effectuate the provisions of this Agreement.

10.9. The failure of any of the parties to insist upon strict performance of any of the terms of this Agreement shall not be deemed a waiver of any of their respective rights or remedies, and shall not be deemed a waiver of any subsequent breach or default in any of the terms contained in this Agreement.

10.10. The parties agree that the Department is a third party beneficiary of this Agreement and as such is entitled to all rights and remedies available to a third party beneficiary under the laws of the Commonwealth. No other provision of this Agreement is intended to create any third party rights or status in any person or entity.
IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement as follows:

“HMO”
UNIVERSITY HEALTH CARE
dba PASSPORT HEALTH PLAN

By:______________________________________________

Printed Name

Title

Date

“PROVIDER”

By:______________________________________________

Printed Name

Title

Kentucky Medical Assistance I.D. #

Kentucky Group Medical Assistance I.D. #

Provider Tax I.D. #

Provider Group Name

Provider Group Tax Identification Number

Date
Appendix A

DENTAL PROVIDER REIMBURSEMENT

HMO shall compensate Provider for all covered Medically Necessary Services rendered for benefits set out in the Kentucky Medicaid regulations, as follows:

ORTHODONTIC REIMBURSEMENT

All covered Medically Necessary pre-authorized Orthodontic Services will be paid as follows:

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- All other Covered Services shall be reimbursed at 105% of the Kentucky Medicaid Fee Schedule.
## APPENDIX B

**PROVIDERS AND OFFICE LOCATIONS COVERED BY AGREEMENT**

(Attach additional sheets as required)

<table>
<thead>
<tr>
<th>PRACTICE LOCATION</th>
<th>PRACTICE LOCATION</th>
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### DENTAL PROVIDER(S) AT LOCATION

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### BILLING ADDRESS

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<td>Phone Number</td>
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*This address will be used for all correspondence with Provider(s) and notices required under this Agreement unless otherwise directed.*
Appendix C

ADO (Annual Disclosure of Ownership) (Rev 05/13) - 1 –

Annual Disclosure of Ownership (ADO) Instructions

Field #  Description
1  Enter name of individual or entity depending on who the ADO is in regards to.
2  Enter the KY Medicaid provider number.
3  Do you plan to have a change in ownership, management company or control within the next year? If so, when?
4  Do you anticipate filing bankruptcy? If so, when?
5  Enter the Federal Tax Identification Number (if there is an affiliation with a chain) along with name, address, city, state and zip code.
6  List name, address, SSN/FEIN of each person or organization having direct or indirect ownership or control interest in the disclosing entity. If no one owns 5% or more of provider, check box. If you are enrolled as an individual and do not own a FEIN, please enter your name and information. Corporate entities disclosed in this question must disclose every business location. ** IF A CORPORATE ENTITY IS DISCLOSED IN THIS QUESTION, THE BUSINESS LOCATIONS OF THE CORPORATE ENTITY MUST BE DISCLOSED. PLEASE ATTACH A SHEET TO DISCLOSE THIS INFORMATION.

Indirect Ownership Interest - means an ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Ownership interest - means the possession of equity in the capital, the stock, or the profits of the disclosing entity.

Person with an ownership or control interest - means a person or corporation that:
• Has an ownership interest totaling 5% or more in a disclosing entity;
• Has an indirect ownership interest equal to 5% or more in a disclosing entity;
• Has a combination of direct and indirect ownership interests equal to 5% or more in a disclosing entity;
• Owns an interest of 5% or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5% of the value of the property or assets of the disclosing entity;
• Is an officer or director of a disclosing entity that is organized as a corporation; or,
• Is a partner in a disclosing entity that is organized as a partnership

7  List officers’ and board Members’ information of the disclosing entity. In the event, a sanction is returned for any names listed on this question, a SSN of the board member will be required.
8  If individuals disclosed in question 6, 7, and 17 are related, please list the relationship.
9  List name of management company. If not applicable, enter N/A. In the event, a sanction is returned for any names listed on this question, a FEIN will be required.
10 List names of the disclosing entities in which persons have ownership of other disclosing entities.
Other Disclosing Entity- means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under Title V, XVIII, or XX of the Act. This includes:
• Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (Title XVIII).
• Any Medicare intermediary or carrier.
• Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under Title V or Title XX or the Act.

If entity engages with subcontractors (such as physical therapist, pharmacies, etc.,) which exceeds the lesser of $25,000 or 5% of applicant’s operating expense, list subcontractor’s name and address.

Significant Business Transaction- means any business transaction or series of transactions that, during any one fiscal year, exceeds the lesser of $25,000 or 5% of applicant’s operating expense.

List any significant business transactions between this provider and any wholly owned supplier, or between this provider and any subcontractor, during the previous 5-year period. In the event, a sanction is returned for any names listed on this question, a SSN/FEIN will be required.

List name, SSN, address of any immediate family member who is authorized to prescribe drugs, medicine, devices or equipment.

List anyone disclosed in question #8 who has been convicted of a criminal offense related to the involvement of such persons or organizations in any problem established under Title 19 (Medicaid) or Title 20 (Social Services Block Grants) of the Social Security Act (SSA) or any criminal offense in this state or any other state. Please also indicate any KY Medicaid provider number(s) associated with individual or organization.

List any agent and/or managing employee who has been convicted of a criminal offense related to any program established under Title XVIII, XIX or XX of the SSA or any criminal offense in this state or any other state. Indicate any KY Medicaid provider number(s) associated with individual or organization. In the event, a sanction is returned for any names listed on this question, a SSN/FEIN will be required.

Agent- means any person who has been delegated the authority to obligate or act on behalf of a provider.

Managing Employee- means a general manager, business manager, administrator, director or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization or agency.

List the name, title, SSN, and address of all managing employees as defined in 42 CFR 455.101.

List name, address and SSN/FEIN of each person with an ownership or control interest in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more.

Subcontractor- means an individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients, OR an individual, agency or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or lease of real property) to obtain space, supplies, equipment or services provided under the Medicaid agreement.

Please indicate which number you will be using for reporting monies to you from Medicaid for 1099 purposes. Example: If you are an individual completing this question, please input your Social Security Number unless you are own a FEIN 100%. An individual provider can bill under his/her individual provider number even if they are working in a group setting. The individual must complete a Map-347 in order to be linked to the group setting under which they are reporting. **IRS verification letter or Social Security Card must be attached verifying FEIN/SSN.

Enter your initials if you maintain electronic medical records and are HIPAA compliant. Check the box if you do not keep electronic medical records.

Please enter the contact information for DMS to contact should there be any questions.
regarding this form.

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Signature: Enter original signature from the individual provider, owner, or officer/board member if the provider does not have an owner. If you are an individual provider, your signature is required.
Printed Name: The individual signing this form must enter their printed name.
Date: Enter the date this disclosure is signed.
Title: Must be title of person signing this form. EXAMPLE: individual provider, owner, etc.

22
For Internal Purposes Only: DMS Authorized Signature

Please return form to:
KY Medicaid
P.O. Box 2110
Frankfort, KY 40602-2110