DENTAL SERVICES AGREEMENT

This Dental Services Agreement (this "Agreement"), is made as of January 1, 2014 (the "Effective Date"), by and between Dental Benefit Providers, Inc. ("Vendor") and UnitedHealthcare of Louisiana, Inc. ("United"). For services provided on or after its Effective Date, this Agreement supersedes and replaces any and all other agreements, whether written or oral, between the parties regarding the subject matter contained herein.

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

WHEREAS, United desires to contract with Vendor for the provision of its services; and

WHEREAS, this Agreement describes the obligations of both of the parties related to the performance of the services.

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
DEFINITIONS

The following terms shall have the meanings set forth below. Additional definitions may be set forth in the Agreement or the exhibits.

1.1 "Benefit Plan" shall mean a certificate of coverage, summary plan description, benefit plan, benefit package description or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payor is obligated to provide Member with coverage for Covered Services.

1.2 **"**CMS" shall mean The Centers for Medicare and Medicaid Services.

1.3 "Covered Services" shall mean a health care service or product for which a Member is entitled to receive coverage from a Payor, pursuant to the terms of the Member's Benefit Plan. The type of Covered Services to be provided by Vendor are specified in more detail in an Exhibit B.

1.4 "Member" shall mean a person eligible and enrolled with United to receive coverage from a Payor for Covered Services.

1.5 "Participating Provider" shall mean a licensed or otherwise appropriately qualified and credentialed health care professional or entity that has entered into a Provider Agreement with Vendor, directly or through another entity, to provide Covered Services to Members.

1.6 "Payor" shall mean United or such other entity obligated to provide reimbursement for Covered Services for the Member.

1.7 **"**Provider Agreement" shall mean 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 network(s) of providers.

1.8 "Service Area" shall mean the geographic area in which United is authorized to provide Covered Services to Members.

1.9 "Services Addendum" shall mean a description of the services to be provided by Vendor attached to this Agreement as an Exhibit B. The parties may add additional Exhibits for additional services as agreed upon by the parties from time to time. Each such Exhibit shall be numbered as a series of Exhibit B (such as B1, B2, B3 and thereafter).

SECTION 2
SERVICES

2.1 Services Addendum. Vendor shall provide the services described in the Services Addendum to this Agreement.

2.2 United Control and Oversight. Vendor shall be subject to the reasonable direction of United, as it pertains to the services provided pursuant to this Agreement. United shall maintain oversight of Vendor for functions Vendor provides to, or arranges for, United, and will monitor services for quality assurance in conformity with applicable state law and other regulatory requirements as set forth in a regulatory appendix. The parties shall cooperate with and assist each other as reasonably necessary or appropriate in the performance of this Agreement.

SECTION 3
RESPONSIBILITIES AND RELATED PROVISIONS

3.1 Member Eligibility Information. At least monthly, on a date mutually acceptable to United and Vendor, United shall provide Vendor with a current list of eligible Members 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 not distribute or furnish such information to any other person or entity, except as necessary and as permitted by law to provide or arrange for Covered Services. If United is unable to provide Vendor with a current list of eligible Members in an electronic format, the parties agree to adjust the compensation payable to Vendor pursuant to Section 11.15 should such alternative process cause Vendor to incur material additional costs.

Subject to retroactive eligibility changes that may be required by a state or CMS, Vendor shall be entitled to rely on the most current eligibility information and Benefit Plan documents in its possession in providing the Covered Services, including processing claims for Covered Services, if applicable.

3.2 Retroactive Adjustments of Eligibility. Vendor acknowledges that there may be retroactive adjustments to Member eligibility. United shall use its best efforts to minimize such adjustments.

3.3 Benefit Plans. This Agreement is not intended nor shall be deemed or construed to modify the obligations of United or a Payor to Members 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 Member.

3.4 Services Under This Agreement. The responsibilities of Vendor shall be limited as defined by the terms of this Agreement. If Vendor provides or arranges for requested additional services, United or Payor shall pay for the additional services according to Vendor's fee schedule and/or the amounts payable to Participating Providers for such services.

3.5 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 furnish any material information described in this Agreement.

3.6 New Benefit Plans and Changes to 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. If such modification, development or expansion is a material change to Vendor's 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 11.15.

3.7 Member Consents and/or Authorizations. United agrees to assist Vendor in obtaining any necessary Member consents or authorizations as required under state or federal law so that Vendor can receive protected health information when necessary for Vendor to perform its obligations under this Agreement.

3.8 Communication Materials and Activities. United and Vendor shall cooperate to provide and prepare Members' publications and programs regarding Covered Services available to Members, as applicable.

United shall use its best efforts to include legally required notices regarding Covered Services or other legally required communications related to Vendor in its scheduled mailings at no cost to Vendor. If United is unable to include legally required communications in its scheduled mailing,

Vendor will reimburse United for actual mailing costs, not to include personnel and other internal expenses.

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

3.9 Taxes. All fees charged by Vendor for the services provided under this Agreement are exclusive of all taxes and fees (including but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes, duties or fees) now in force or enacted in the future, imposed on the transaction or performance of the services, all of which United will be responsible for and will pay in full, except for taxes based on Vendor's income (gross or net). Should any payment for Services provided by Vendor be subject to withholding tax by any state or local taxing jurisdiction, United shall reimburse Vendor for such withholding tax.

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

3.11 Non-Interference with Advice to Members. 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 Member about:

(a) the Member's health status, medical care or treatment options (including alternative treatments that may be self-administered), including providing sufficient information to the Member 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 Member to refuse treatment and express preferences about future treatment decisions.

SECTION 4
PAYMENT; PAYMENT TERMS

4.1 Fee. For the services, United shall pay Vendor as set forth in each Exhibit A. To the extent that any settlement terms contained in this Agreement may not be specific enough to satisfy SSAP No. 25, the parties agree settlement of each month's balances due between the parties shall occur within ninety (90) days after the end of the month in which the amount owed becomes known.

4.2 No Incentive Payments. Vendor shall be strictly prohibited from receiving any incentive payment designed to reduce amounts of necessary medical care through (a) reduction of services

or the charges thereof, (b) reduction of length of stay, or (c) utilization of alternative treatment settings.

4.3 Member Protection. Vendor and United agree that in no event, including, but not limited to (a) non-payment for Covered Services provided to Members; (b) insolvency of Vendor, United or another Payor; or (c) breach by United or Vendor of any term or condition of this Agreement or any term or condition of a Provider Agreement, shall United or Vendor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons acting on behalf of the Member for Covered Services eligible for reimbursement under the Member's Benefit Plan.

The provisions of this Section shall: (i) be construed in favor of the Member; (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 Member or the representative of the Member if such agreement is inconsistent with this Section.

This Section shall not prohibit collection of any allowed amounts that are the Member's responsibility to pay for Covered Services to a Participating Provider in accordance with the applicable Benefit Plan. It also shall not prohibit the collection of charges for services that are not Covered Services as defined in the Benefit Plan; provided, however, that the Member has been informed of the costs for non-covered services prior to the rendering of such services and has agreed in writing to accept responsibility for payment for such services. The Member's written consent shall be in a form agreed to by the parties and in compliance with any applicable state and federal law. 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 Member's written acknowledgement to accept responsibility for non-Covered Services provided to him/her. Vendor shall ensure that Vendor's Provider Agreements with Participating Providers are consistent with the obligations in this Section.

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

SECTION 5
INFORMATION; AUDITS; BOOKS AND RECORDS

5.1 Maintaining Records. The books, accounts and records of each party shall be so maintained as to clearly and accurately disclose the transactions contemplated by this Agreement, including such accounting information as is necessary to calculate and support the amount of the payments made by United under this Agreement. All books, accounts and records shall be maintained in compliance with the applicable laws and regulations of the state in which United is domiciled and in accordance with prudent standards of insurance record keeping. Vendor shall maintain at its principal administrative office, and shall require, as applicable, Participating

Providers and any subcontractors to maintain, adequate books and records of all transactions related to the services provided pursuant to this Agreement. Vendor shall maintain such books and records for ten (10) years after the date the records were created unless a different retention period is specified by applicable law or regulation, then such records shall be preserved for such period as required by applicable law or regulation.

5.2 Member Access to Records. Vendor shall, and shall require its Participating Providers to, establish and maintain procedures in accordance with applicable law and regulations to ensure, at a minimum, timely access by Members to medical records and other health information in their possession that pertains to Members.

5.3 Examination of Books and 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 books or records of Vendor that relate to this Agreement during the term of this Agreement and for three (3) years thereafter unless otherwise required by law.

5.4 Corrective Action Plans. United shall provide Vendor with a report of any audit findings resulting from an examination within thirty (30) calendar days of the conclusion of an audit. If United notes a regulatory deficiency(ies) during the audit or otherwise notes a failure or delay in performance by Vendor, United may request Vendor to develop a corrective action plan. Upon such a request, Vendor shall prepare a corrective action plan and provide it to United for United's approval within thirty (30) calendar days of United's request. Such plan shall (a) be subject to United's approval (which shall not be unreasonably withheld); and (b) include specifics of and timelines for correcting the regulatory deficiency(ies) (which shall not exceed thirty (30) days).

United shall approve or disapprove the initial corrective action plan in a reasonable timeframe after receipt of such plan from Vendor. Vendor shall implement the approved corrective action plan within the timeframes specified therein. If the corrective action plan is not satisfactory to United or implemented to the reasonable satisfaction of United, United may terminate this Agreement pursuant to Section 7.1.

5.5 Government and Accrediting Agency Access to Records. Government and accrediting agencies which license the operation of United or Vendor shall have the right to inspect, evaluate and audit applicable records. United and Vendor are hereby 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. These audit and inspection rights shall exist for three (3) years from the termination date of this Agreement, the date of completion of any audit, or such other period as required by law or as may be set forth in an Appendix.

5.6 Confidential Information. The parties acknowledge that in the course of performing their obligations under this Agreement, either party may learn or receive confidential and proprietary information, including, but not limited to, 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 rightfully 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 the other party's 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 party's 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 secure the other party's Confidential Information. 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 destroy the Confidential Information, without retaining copies. If any Confidential Information is impossible or impracticable to return or destroy, the party holding such other party's Confidential Information shall remain bound by the terms of this section with regards to the applicable Confidential Information. Each party shall retain sole ownership of its own Confidential Information.

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

5.8 Ownership; Communications**.** Except as otherwise expressly provided for in this Agreement:

(a) Any books and records provided by United to Vendor pursuant to this Agreement, or developed or maintained by United under or related to this Agreement, shall be owned by United and are subject to the control of United.

(b) All funds and assets of Vendor are the property of Vendor, held for the benefit of Vendor and are subject to the control of Vendor.

(c) All funds and assets of United are the property of United, held for the benefit of United and are subject to the control of United; provided that United agrees to grant Vendor and its affiliates access to United's assets as necessary to perform the duties under this Agreement; or as may reasonably assist Vendor and its affiliates to perform hereunder, including without limitation to assist Vendor, in concert with other affiliated health plans, to achieve cost efficiencies on United's behalf; or as otherwise permitted by United and by applicable law. Neither this Agreement nor the performance of duties pursuant to this Agreement shall grant Vendor or its affiliates any ownership interest in United's assets used by Vendor or its affiliates pursuant to this Agreement.

(d) 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.

(e) 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.

Except as authorized in this Agreement, each party further agrees to obtain the other party's permission before using any of the other party's copyrighted materials in its communications materials. If either party produces its own communications materials, it shall do so at its own cost and submit materials that use the other party's trademarks, logos, copyrighted or other branding materials to describe Covered Services to the other party for prior review and approval, which shall not be unreasonably withheld or delayed. Any promotional videos may be rebroadcast and brochures made available via the parties' intranet solely for the purpose of providing information about Covered Services to Members; provided, however, such materials contain an appropriate copyright acknowledgment. Neither party shall reproduce any marketing, advertising, or promotional materials, including but not limited to, videos, brochures, posters, newsletters and any other copyrighted materials without the other party's prior written consent, unless expressly permitted otherwise under this Agreement.

SECTION 6
REGULATORY COMPLIANCE

6.1 Compliance with 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, to maintain all federal, state and local licenses, certifications, permits, regulatory approvals and accreditations, without material restriction, that are required to provide the services under this Agreement. Vendor and United shall comply (and, as applicable, Vendor shall require Participating Providers and health care professionals employed by or under contract with Vendor to comply) with all laws and regulations applicable to the services provided hereunder, including without limitation the regulatory provisions set forth in individual appendices attached to this Agreement and made a part hereof (the "Appendix(ces)"), which provisions are hereby incorporated into and made a part of this Agreement. United may add, delete or replace Appendices from time to time as necessary to comply with applicable law without amending this Agreement. Services rendered under this Agreement shall be subject only to those provisions in any Appendix that by law or regulation are applicable to such category of services. Vendor shall comply with the applicable terms and conditions of such Appendices.

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 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.

6.2 Protected Data. The parties acknowledge and agree that, in the course of performing hereunder, Vendor will receive on behalf of United personal data identifying individuals covered by United, protected health information, and other data protected by law. With respect to such data, Vendor and United shall comply with the Health Insurance Portability and Accountability Act of 1996, the Gramm-Leach Bliley Act, and all other applicable confidentiality, privacy and data security laws and regulations.

6.3 Regulatory Approval and Filing. United shall be responsible for filing this Agreement with any governmental authorities as may be required by any applicable law or regulation. If the governmental authority requests changes to this Agreement, Vendor and United shall jointly discuss the response to the governmental authority. If any 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 11.15.

6.4 Delegation of Activities; Oversight. To the extent applicable to any Covered Services, in compliance with the delegation and oversight obligations imposed on United, including by the applicable state or under its contracts with any state and/or federal regulatory agencies, United

(a) shall conduct at least an annual audit of Vendor's performance of such delegated activities and (b) has the right (including if asked by a regulatory agency) to revoke any functions or activities delegated to Vendor under this Agreement, if in United's reasonable judgment, Vendor's performance under this Agreement does not comply with United's obligations. This right shall be in addition to United's termination rights under this Agreement.

6.5 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 state or federal 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 obtain United's prior written consent before disclosing privileged information to any third party, except as may otherwise required by law.

SECTION 7
TERM; TERMINATION

7.1 Term and Termination. This Agreement shall commence on the Effective Date and shall continue until terminated as follows:

(a) by mutual agreement of the parties;

(b) by either party upon at least 60 days prior written notice to the other party;

(c) by either party, upon at least 30 days prior written notice to the other party in the event of a material breach of this Agreement by the other party unless the material breach has been cured or a reasonable corrective action plan has been developed and approved by the other party before the end of the notice period;

(d) by either party, immediately upon 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;

(e) immediately if required by a state or federal regulatory agency with jurisdiction over this Agreement.

In the event this Agreement is terminated, United shall provide notice thereof in accordance with all requirements of the insurance laws of the state in which United is domiciled.

Upon notice of termination of this Agreement given by one party to another, United shall pay all fees owed to Vendor pursuant to the payment terms under this Agreement and Vendor shall provide services until the effective date of the termination except as provided under Section 7.5 or otherwise required by law.

7.2 United Receivership. If United is placed in receivership pursuant to the relevant state receivership act:

(a) Vendor shall have no automatic right to terminate this Agreement;

(b) Vendor shall continue to maintain any systems, programs or other infrastructure notwithstanding such receivership and will make them available to the receiver for as long as Vendor continues to receive timely payment for services rendered;

(c) all of the rights of United under this Agreement shall extend to the receiver; and

(d) United's books and records shall immediately be made available to the receiver and shall be turned over to the receiver immediately upon the receiver's request.

7.3 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 Members 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.

7.4 Notice to Members. Upon notice of termination of this Agreement, United and/or Payor shall have the right to notify, at their own expense, Members of such termination.

7.5 Continued Provision of Covered Services After Termination. Vendor agrees that in the event this Agreement is terminated, Vendor shall use commercially reasonable efforts to cause Participating Providers to continue to provide Covered Services to any Members undergoing treatment at the time of such termination until the earlier of:

(a) the current episode of treatment is completed, or as to any Members confined in inpatient facilities on the date of such termination, until such Members are discharged; or

(b) arrangements are completed for such Members to be transferred to another provider.

Participating Providers shall be reimbursed in accordance with their Provider Agreements for all such services rendered subsequent to the termination of this Agreement.

SECTION 8
INSURANCE

Unless otherwise agreed to by the parties in writing, Vendor 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 two million dollars ($2,000,000) aggregate for the policy year.

(b) Professional liability insurance coverage in the minimum amounts of ten million dollars ($10,000,000) per occurrence and ten million dollars ($10,000,000) 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.

SECTION 9
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, to the extent caused by the indemnifying party's (a) material breach of this Agreement; or (b) willful misconduct or reckless or grossly negligent act or omission related to or in connection with performance under this Agreement.

SECTION 10
DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve any disputes arising from this Agreement ("Disputes") in the normal course of business at the operational level.

Either party may elect to submit any Disputes that are not resolved by the parties to binding arbitration in accordance with the then current AAA Commercial Rules for disputes. The arbitrator(s) shall be bound by and shall follow the then current ABA/AAA Rules of Ethics for Arbitrators.

Any arbitration proceeding under this Agreement shall be conducted in the state of Minnesota. The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of this Agreement and shall be bound by controlling law and applicable rules of evidence.

Unless otherwise agreed to by both parties, the parties expressly intend that any Dispute relating to the business relationship between them be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with the Dispute related to this Agreement. The parties agree that any arbitration ruling by an arbitrator allowing class action

arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to their intent and would require immediate judicial review of such ruling.

The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

If any portion of this Section or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Section or Agreement. If any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

If a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for such a termination exist, the matter will be resolved in accordance with this Section. If the Dispute is submitted to arbitration, the termination for breach will not take effect during the arbitration proceeding.

Neither party shall be liable to the other party for punitive, exemplary, consequential, indirect or special damages, in each case, except to the extent such damages result from an award of damages in a third party claim.

This Section is the parties sole recourse for any dispute resolution and the parties waive the right to seek relief from a court of competent jurisdiction, unless otherwise required by law.

SECTION 11
MISCELLANEOUS

11.1 Notices. All notices or other communication required under this Agreement shall be in writing (which may be electronic) and shall be deemed delivered when delivered personally or by e-mail, one day after delivery by commercial overnight delivery service, or if mailed, five days after the date of mailing.

11.2 Amendment. Except as may otherwise be set forth in this Agreement, this Agreement may be amended only by both parties agreeing to the amendment in writing and complying with any and all notice and/or approval requirements of the insurance laws of the state in which United is domiciled.

11.3 Assignment; Subcontracting; Successors and Permitted Assigns. Neither United nor Vendor may assign its rights or responsibilities under this Agreement without the prior written consent of the other party, with the exception that United may assign its rights and responsibilities under this Agreement to an affiliate. With respect to any assignment of this Agreement, the parties shall comply with any and all notice or approval requirements of the

insurance laws of the state in which United is domiciled. To the extent permitted by law, Vendor shall have the right to subcontract all or a portion of its obligations to any third party or affiliate; provided, however, that (a) Vendor shall be responsible to United for those duties to the same extent that it would have been responsible without the use of an affiliate or subcontractor, and (b) Vendor will ensure that its affiliates and subcontractors comply with all the terms of this Agreement, including, without limitation, the obligation to perform the services hereunder in compliance with all applicable laws and regulations. To the extent required by any regulatory agency governing any Medicare or Medicaid or other governmental benefit plans (or as may be set forth in an Appendix) or any accreditating agency, Vendor shall provide notice to United and/or obtain consent, prior to any subcontracting of any of its responsibilities under this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be specifically enforceable by and against the parties and their respective successors and permitted assigns. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties hereto any rights, remedies or claims under or with respect to this Agreement.

11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state in which United is domiciled without regard to the conflicts of laws provisions thereof.

11.5 Entire Agreement; Counterparts. This Agreement, which incorporates all exhibits, attachments, addenda, and appendices, constitutes the entire agreement between the parties in regard to the subject matter contained in this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter contained in this Agreement. In the event of a conflict between the provisions of the main body of this Agreement and an Appendix or an exhibit, the terms of the applicable Appendix or exhibit will control. The headings and titles within this Agreement are for convenience only and are not part of the Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument..

11.6 Marketing; Advertising; Use of Names and Trademarks. During the term of this Agreement, the parties shall have the right to designate and make public reference to the other party by name in an accurate and factual manner, as the company providing, managing and/or arranging for the provision of services. Vendor and United shall not otherwise use the other party's name, trademarks, or service marks without prior written approval. The parties mutually agree to provide, at a minimum, forty-eight (48) hours advance notice and opportunity to comment on all press releases, advertisements or other media statements and communications regarding this Agreement, the services or the business relationship between the parties. Vendor shall obtain United's consent prior to any publication or use of such materials or communications. Notwithstanding the foregoing, if Vendor wishes to make a press release, advertisement or other media statement or communication that requires prior approval of a state or federal regulator, United shall be responsible for seeking such approval in a timely manner and Vendor agrees it will not proceed with the statement or communication until the required

approval is obtained. Nothing herein shall be construed to create a right or license to make copies of any copyrighted materials.

11.7 Excluded Individuals. Neither Vendor nor United shall employ or contract any individual or entity (a) excluded from participation in Medicare or a state health care program or (b) any entity that employs or contracts with such an individual or entity to provide services under this Agreement.

11.8 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 right, remedy or strict observation or performance of a provision does not constitute a waiver of any other.

11.9 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.

11.10 Survival of Terms. Any provisions of this Agreement including any attachments hereto, 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.

11.11 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.

11.12 Force Majeure. The obligations of a party under this Agreement 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; war; riot; invasion; acts of a foreign enemy; terrorist action; weather-related disaster and governmental action. A party claiming suspension under this Section shall use its best efforts to resume performance as soon as possible.

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

11.14 Offshoring. To the extent mandated by law, contract or the applicable regulatory agency, United will notify Vendor of any requirements or restrictions for Vendor performing any of the services outside of the United States. Vendor shall comply with such requirements or restrictions.

11.15 Substantial Change. The parties may renegotiate this Agreement if either party would be materially adversely affected by continued performance as a result of a Substantial Change which presents a fundamental departure from the risk, services, administration, costs or expenses or other assumptions or intent of the parties in entering into either this Agreement, including without limitation:

(a) A significant reduction in the number, or change in the composition of, Member enrollment;

(b) A material change in utilization or trends;

(c) A material modification of an existing Benefit Plan;

(d) Development of a new Benefit Plan;

(e) Expansion of a Service Area to a geographic area of the country not originally contemplated under this Agreement; or

(f) A significant change in any law, rule, regulation or interpretation thereof that would have 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 parties' intent.

The affected party must promptly notify the other party of the Substantial Change and its desire to renegotiate this Agreement. This section does not affect either parties' right to terminate this Agreement in accordance with Section 7.1.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DENTAL BENEFIT PROVIDERS, INC.	UNITEDHEALTHCARE OF LOUISIANA, INC.
By: 	By: _____
Print Name: Karl J. Olsen	Print Name: Bridget L. Galatas
Title: President	Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DENTAL BENEFIT PROVIDERS, INC.	UNITEDHEALTHCARE OF LOUISIANA, INC.
By: _____	By: Bridget L Galatas
Print Name: _____	Print Name: Bridget L. Galatas
Title: _____	Title: Chief Financial Officer

EXHIBIT LIST

(Add X if Exhibit is attached; add N/A if there is no Exhibit:

X	Exhibit A:	Compensation for Services Addendum (Plans; Service Areas)
X	Exhibit B:	Services Addendum
N/A	Exhibit C:	Medicare Advantage Regulatory Requirements Appendix
N/A	Exhibit D:	HMO or Insurance Specific Requirements Appendix
N/A	Exhibit E:	State Regulatory Requirements Appendix
X	Exhibit F:	Delegation of Credentialing Addendum

Any exhibits not checked or designated as N/A have been intentionally omitted.

EXHIBIT A
COMPENSATION FOR SERVICES ADDENDUM

SECTION 1
COMPENSATION FOR VENDOR SERVICES

Vendor shall provide the services set forth in this Agreement for the Benefit Plans issued and/or administered by United and identified by United (and agreed to by Vendor) as a Benefit Plan for which the services shall be provided. United shall pay Vendor a services fee (the "Monthly Fee") according to the rates set forth in the table below.

Segment	Line of Business	Service	Service Type	Service Area	Rate	Rate Type	ASO or Full Service Benefit Plans

"ASO" shall mean any Benefit Plan for which (a) Vendor is responsible only for providing administrative services in connection with the Benefit Plan and (b) Payor is fully responsible for the cost of any services or supplies that a Member receives for Covered Services from a Participating Provider.

"Full Service" shall mean any Benefit Plan for which Vendor is responsible for providing administrative services and is financially responsible for the cost of Covered Services covered by this Agreement.

SECTION 2
PAYMENT TERMS

United shall pay all Monthly Fees on or before the fifteenth (15^{th}) business day of the month following service. United shall calculate Monthly Fees using an estimate of the number of Members 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 Members.

SECTION 3
COMPENSATION TO PROVIDERS

3.1 Compensation to Participating Providers.

(a) For all ASO Benefit Plans, Vendor shall adjudicate and Payor shall pay a Participating Provider clean claim within thirty (30) days of receiving the clean claim.

(b) For all Full Service Benefit Plans, Vendor shall adjudicate and pay a participating provider clean claim within thirty (30) days of receiving the clean claim or as may be set forth in the Provider Agreement.

EXHIBIT B
SERVICES ADDENDUM

Dental Services

Vendor shall provide the services described in this Addendum.

To the extent required by a regulatory or accreditating agency,

(a) the parties shall document to the level of specificity required by applicable government authorities and/or United's accreditation agencies the activities relating to the services that have been delegated under this Exhibit to Vendor in accordance with the timeframes required;

(b) before activities are delegated under this Agreement, United will or has conducted a pre-assessment audit of Vendor to assess Vendor's ability to fulfill the terms of this Agreement for any delegated activities; and

(c) upon request by United, Vendor shall cooperate and participate, either telephonically or personally, in accreditation and/or state or federal regulatory audits, including interview sessions, related to the delegated activities provided under this Agreement. This section (c) shall survive termination of this Agreement, Exhibit and the delegated activities.

SECTION 1
NETWORK MANAGEMENT

1.1 Network Development. Vendor shall arrange for Participating Providers to provide Covered Services to Members. United may recommend to Vendor that certain providers become Participating 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 Participating Provider's Provider Agreement with Vendor. Vendor makes no representations or guarantees regarding the continued availability of any Participating Provider. Vendor shall provide United with electronic access in a mutually agreeable format to a listing of Participating Providers that Vendor will update monthly. In the event of termination of a Participating Provider, Vendor shall assist Members in transitioning to a new Participating Provider within a reasonable time or such timeframe as required by applicable state and/or federal law. Any material changes to the composition of the Provider network may be subject to prior written notification to the applicable state and/or federal regulatory authorities.

1.2 Participating Provider Insurance. Vendor shall require Participating Providers to procure and maintain applicable malpractice and/or professional liability insurance equal to the prevailing community standard unless (a) applicable state law or regulation requires otherwise, or (b) United provides notice in advance of implementation of other insurance requirements.

1.3 Geographic Access. Upon United's written request, Vendor shall provide United with a current listing of Participating Providers. Vendor's Participating Provider network will be sufficient to ensure that all Members within United Service Area have reasonable access to Covered Services and in accordance with applicable state and federal law or state contract availability and access requirements. If United reasonably determines that there are not sufficient Participating Providers to provide Covered Services to Members:

- United shall notify Vendor of the alleged deficiency;
- United and Vendor shall meet to discuss the alleged deficiency; and
- If appropriate, develop a mutually satisfactory plan of correction within thirty (30) days of such notice.

United shall have the ability to impose unilaterally a corrective plan of action if the parties cannot develop such a plan in a timely and mutually satisfactory manner. United shall notify Vendor in writing at least ninety (90) days prior to any modification of United's Service Area. Vendor shall use best efforts to arrange for Participating Providers in such expanded Service Area within ninety (90) days of receiving such notice, at which time the definition of Service Area in this Agreement shall include such expansion without further compliance with Section 11.2 of the Agreement.

1.4 Vendor's Provider Agreements and Manuals. Vendor's network participation requirements shall be set forth in its Provider Agreement, operations manual, and/or credentialing and recredentialing plan, all of which shall be made available to United upon written request. Vendor must have a written agreement in effect with each Participating Provider and shall ensure that its Provider Agreements and related manuals comply with all applicable laws, regulations, government programs and accrediting agency standards. Vendor understands and agrees that Vendor and Participating Providers may be subject to United's administrative guide and/or provider manual for the provision of Covered Services for certain state or federal government program Benefit Plans. The Provider Agreements will require Participating Providers to comply with all applicable obligations in this Agreement and ensure that Members have access to Participating Providers for the programs and/or products set forth in Exhibit A. Vendor and United shall work together in good faith to address any concerns United has regarding the content of such agreements and manuals.

Vendor shall cooperate with and provide to United copies of the Provider Agreements and manuals that United is required to file or submit for regulatory or accreditation purposes and agrees to work with the regulators or administrators to address any concerns regarding the content of such agreements or manuals.

If Vendor intends to make any substantial changes to its Provider Agreements or manuals that would materially affect this Agreement or require filing or submission to United's regulators or administrators, Vendor shall notify United of such proposed changes in advance of their effective dates. 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.

1.5 Right to Approve, Suspend, or Terminate Participating Providers. United retains the absolute right to approve, suspend or terminate a Participating Provider for participation 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 provider is credentialed. United shall promptly inform Vendor and the affected Participating Provider of any denial, restriction or revocation of a Participating Provider's participation status in any or all of United's 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.

1.6 Discontinuing Use of a Participating Provider. Vendor shall discontinue referrals to or otherwise using a Participating Provider for Covered Services upon the occurrence of any of the following:

(a) immediately upon expiration of the cure period for a material breach; provided, however, that Vendor shall have sixty (60) days from the date it receives written notice from United identifying the Participating Provider's conduct that violates a material term of this Agreement or Vendor's agreement with the Participating Provider to cure such defect;

(b) immediately upon Vendor's receipt of written notice that the Participating Provider's license or certification has been revoked, suspended or otherwise limited;

(c) immediately upon Vendor's receipt of written notice that the Participating Provider's liability insurance has been revoked;

(d) immediately upon Vendor's receipt of written notice that the Participating Provider has been sanctioned by a state or CMS; or

(e) immediately upon termination of the Participating Provider's agreement with Vendor.

Vendor will notify United of Vendor's discontinued use of a Participating Provider to permit United to comply with its obligations under federal or state law or state contract to notify the applicable state and its Members of changes to provider networks. Vendor shall provide this notice at least thirty (30) days prior to its discontinuation of a Participating Provider. If thirty (30) days advance notice is not possible, the notice must be as soon as possible. The parties agree and acknowledge that under no circumstance shall services to Members be disrupted. Vendor agrees to abide by all applicable laws and regulations to provider appeals of termination.

SECTION 2
CREDENTIALING AND RECREDENTIALING

2.1 Participating Provider Credentialing. Vendor shall establish and maintain a credentialing and re-credentialing process to which all professional Participating Providers shall be subject in accordance with the Delegation of Credentialing Addendum, attached to this Agreement as Exhibit F. Upon United's written request, Vendor shall provide United with a copy of Vendor's

credentialing process. Vendor's credentialing process shall comply with Exhibit F of this Agreement and the applicable requirements of the National Committee for Quality Assurance ("NCQA"), Joint Commission on Accreditation of Healthcare Organizations or another generally recognized accrediting agency ("Accrediting Agency") and for Medicare, Medicaid, and any other government business, any additional requirements under state or federal law. The services performed by Vendor under the Delegation of Credentialing Addendum shall be pursuant to the monitoring, oversight and approval of United. With reasonable prior written notice and during normal business hours, United may conduct comprehensive onsite evaluation of Vendor's credentialing procedures. Vendor shall immediately provide documentation to United related to any issue concerning quality of care or related to any investigation or inquiries by regulatory agencies of any Participating Provider.

SECTION 3
UTILIZATION MANAGEMENT AND/OR COMPLEX CASE MANAGEMENT

3.1 Utilization Management and/or Complex Case Management. Vendor shall be delegated for utilization management and/or complex case management services as designated by United. Vendor shall establish and maintain a utilization management program and/or complex case management program to which all professional Participating Providers will be subject. Upon United's written request, Vendor shall provide United with a copy of Vendor's utilization management and/or complex case management process. Vendor's process shall comply with the applicable requirements of the National Committee for Quality Assurance ("NCQA"), Joint Commission on Accreditation of Healthcare Organizations or another generally recognized accrediting agency ("Accrediting Agency") and for Medicare, Medicaid, and any other government business, any additional requirements under state or federal law. The delegated services performed by Vendor shall be pursuant to the monitoring, oversight and approval of United. With reasonable prior written notice and during normal business hours, United may conduct comprehensive onsite evaluation of Vendor's utilization management and/or complex case management procedures.

SECTION 4
CLAIMS ADMINISTRATION

4.1 Claims Administration. Vendor shall perform certain claims administration services for claims associated with Covered Services provided to Members as described in this Section. Vendor shall arrange for Participating Providers to submit claims for Covered Services to Vendor. Claims shall be paid in accordance with the terms and conditions of the Benefit Plans, Vendor's agreements with Participating Providers, this Addendum, this Agreement, and any applicable state or federal requirements.

4.2 Benefit Administration. Vendor shall make initial determinations whether services and/or supplies requested by or on behalf of a Member or for which a Member has requested reimbursement are Covered Services.

If Vendor determines that the requested services and/or supplies are not Covered Services, Vendor shall notify the Member about the lack of coverage and the Member's rights under the Benefit Plan to appeal a denial of coverage.

4.3 Member and Provider Appeal and Grievance Process.

(a) In the event of disputes with a Member or Provider regarding coverage of Covered Services, Vendor shall refer the Member or Provider to the appropriate appeal and grievance processes under the Member's Benefit Plan. Vendor shall cooperate with United with respect to any such appeal or grievance processes. The result of the Member 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 4.4 of this Addendum.

(b) In the event of a dispute with a Provider regarding payment, Providers will utilize Vendor's policies and procedures for the appropriate appeal and grievance process. Vendor shall ensure that its provider dispute process is in compliance with all applicable state and federal requirements for both participating and non-participating providers. Vendor will notify United of Provider disputes and provide all necessary data to United regarding the dispute, and will maintain such dispute records as required by law. United shall cooperate with Vendor with respect to any such appeal or grievance process and unless otherwise required by state or federal requirements be bound by Vendor's resolution of the dispute.

4.4 Coverage Disputes between Vendor and United or a Payor Regarding Members. In the event: (a) of a dispute between Vendor and United or a Payor regarding whether particular services and/or supplies for a Member are Covered Services for which Vendor has financial responsibility; or (b) if United or a Payor enters into a settlement agreement with a Member 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:

(i) The Coverage Dispute shall be submitted to United's or the Payor's and Vendor's medical directors, or equivalent, for review.

(ii) The medical directors shall issue their determination within seven (7) business days after submission and receipt of appropriate and necessary information.

(iii) If there continues to be a Coverage Dispute after the medical directors' review, the parties shall submit the Coverage Dispute to the appropriate senior executive at each organization, who shall issue their determination within seven (7) business days after submission.

(iv) If there continues to be a Coverage Dispute, the affected parties may initiate dispute resolution pursuant to Section 10 of this Agreement.

4.5 Effect of Expiration or Termination. When this Agreement or this Addendum expires or is terminated, the parties agree as follows:

Vendor is administratively responsible (and is also financially responsible for the Full Service Benefit Plans) for any claims for Covered Services provided prior to the expiration or termination date, even if the claim for such Covered Services is not received until after the expiration or termination date. The applicable terms of this Addendum, including Sections 4.1 to 4.4, apply to such claims.

Vendor is also administratively responsible (and is also financially responsible for the Full Service Benefit Plans) for any claims for Covered Services provided after the expiration or termination date if the claim is related to completing Covered Services that started prior to the expiration or termination date. Completing such Covered 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 to 4.4, apply to such claims.

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

SECTION 5
OTHER SERVICES

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

(a) Vendor will provide United with the reports identified below regarding Covered Services. Vendor shall provide such reports to United no later than thirty (30) business days after the end of each month or calendar quarter, as appropriate or as required by statutes, laws or regulations.

(i) Vendor shall provide United, in a format specified by United, a monthly file of those Participating Providers either terminated from or added to Vendor's network to ensure that United can update its system appropriately or as required by statutes, laws or regulations.

(ii) Vendor shall provide standard monthly and quarterly cumulative reports. Vendor agrees to cooperate with United in preparing any encounter or other reports, including but not limited, 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 contract, state or federal regulatory agencies

(iii) Upon agreement of the parties and for an additional fee, Vendor shall provide, within a time period mutually agreed to by the parties, specialized reporting of data regarding Covered Services provided or authorized by Vendor.

(iv) Vendor and United agree that United may receive one ad hoc report at no additional cost. Additional requests, description of work, terms, schedules and rates shall be detailed and mutually agreed to by United and Vendor prior to commencement of the work.

(b) Vendor shall make commercially reasonable efforts to provide Participating Provider contact information required for basic service calls from Members. Vendor shall provide a monthly report to United of such service calls.

(c) Vendor shall cooperate with United with respect to surveys of a sample of Members who have accessed Covered Services pursuant to this Agreement and/or Participating Providers to assess satisfaction with Vendor. 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. United and Vendor shall establish and maintain their own quality management programs and such other assessment and improvement programs determined to be appropriate. Vendor shall cooperate with, and shall use reasonable efforts to ensure Participating Providers cooperate with, any such reasonable and similar programs established or required by United, a Payor, or any applicable state or federal regulatory agency.

EXHIBIT C
MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX
(NOT APPLICABLE)

EXHIBIT D
REGULATORY REQUIREMENTS APPENDIX
(NOT APPLICABLE)

EXHIBIT E
REGULATORY REQUIREMENTS APPENDIX
(NOT APPLICABLE)

EXHIBIT F
DELEGATED CREDENTIALING ADDENDUM

THIS DELEGATED CREDENTIALING ADDENDUM (this "Addendum"), supplements and is made a part of this Agreement.

SECTION 1
DEFINITIONS

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

1.1 **Complaint:** Any written or oral communication made by a Member 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 otherwise defined by the Credentialing Authorities), that is required by United and the Credentialing Authorities to be Credentialed to participate in United Network.

1.3 **Credential(ed), 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 in the Credentialing Plan and pursuant to Credentialing Authorities.

1.4 **Credentialing Authorities:** The National Committee for Quality Assurance ("NCQA") or other accrediting body as applicable to United, the Center for Medicare and Medicaid Services ("CMS"), as applicable, and other state and federal regulatory authorities, to the extent such authorities dictate credentialing 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 United Network, directly or through another entity, pursuant to a Participation Agreement.

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

1.8 **Participation Agreement:** For purposes of this Addendum, 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 Members and populations increase the likelihood of desired health outcomes and are consistent with current professional knowledge. Dimensions of performance include the following: Member 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 Members.

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 state and federal 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 Member 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.** 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, including documentation required under state and federal rules, regulations and any applicable contract between United and a state;
(c) conducting office site visits as required by applicable law and/or state contract and medical record keeping assessments;
(d) recredentialing Practitioner every thirty-six (36) months, unless otherwise required by applicable law, but 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) confirming the Practitioner is Medicaid-enrolled and agrees to comply with all pertinent Medicaid regulations as applicable for participation in Medicaid programs
(g) making decisions on Credentialing; and

(h) the ongoing monitoring and evaluation of Complaints, sanctions on licenses, Medicare/Medicaid Complaints, and Quality of Care issues.

(i) 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;

(j) registration with the Drug Enforcement Agency;

(k) possession of a State Controlled Dangerous Substance Certificate, as applicable;

(l) current, active malpractice insurance or state-approved alternative;

(m) malpractice history;

(n) work history; and

(o) verification that the Practitioner has not opted out of participation with Medicare, is not ineligible, excluded or debarred and does not have any restrictions, sanctions, censures or other disciplinary action (other than action regarding incomplete medical records) against him/her by any state or county medical association, medical staff, hospital, state or federal programs, including but not limited to, Medicare or Medicaid.

2.5 **Credentialing of Components.** If the Vendor Network includes Components, Vendor shall Credential the Components on behalf of United. 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, in accordance with Vendor's and United's credentialing policies and procedures, 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 this 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 Members, Covered Services Participating Practitioners and Participating Components in accordance with applicable statutes and regulations. This Section shall survive any termination of this 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 ten (10) 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 Members, 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 five 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 (6) months after the Effective Date of this Agreement, Vendor shall provide United with any outstanding Improvement Action Plan items.

(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 United Network and Credentialed by Vendor.

SECTION 3
COMPANY'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 Delegation, 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 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 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

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 this 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 this 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. Also, upon request by United, and if agreed to by Vendor, Vendor shall provide United with copies of Vendor's Credentialing and Recredentialing files that pertain to this Addendum. Such files shall be provided to United no more than thirty (30) days after the effective date of termination of this Agreement or revocation of all Delegated Activities pursuant to Section 3.3 of this Addendum.

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; and
(e) Assure that Vendor's ownership interest in the sub-delegate is less than one-hundred percent (100%).

SECOND AMENDMENT
TO DENTAL SERVICES AGREEMENT

This Second Amendment to the Dental Services Agreement (this "Amendment"), is entered into as of August 1, 2015 (the "Effective Date") by and between Dental Benefit Providers, Inc., 6220 Old Dobbin Lane, Liberty 6, Suite 200, Columbia, MD 21045 ("Vendor") and UnitedHealthcare of Louisiana, Inc., 3838 N. Causeway Blvd, Suite 3225, Metairie, LA 70002 ("United").

WHEREAS, the parties entered into a Dental Services Agreement effective January 1, 2014 (the "Agreement") that sets forth the terms and conditions under which Vendor provides and/or arranges for the provision of Covered Services to United Members.

WHEREAS, by executing this Amendment, the parties each agree to be bound by those terms and conditions, except where provided for in this Amendment, that make up the main body of the Agreement between the parties.

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

1. Capitalized terms used herein which are not otherwise defined in this Amendment or any attachments hereto shall have the meaning assigned to them in the Agreement.

2. The rate chart in Section 1 of Exhibit A of the Agreement shall now include the following:

Segment	Line of Business	Service	Service Type	Service Area	Rate	Rate Type	ASO or Full Service Benefit Plans
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

3. The attached "Louisiana Medicaid and CHIP Program Regulatory Requirements Appendix" is hereby added as Exhibit E. The Exhibit list is amended to delete and replace "N/A" with "X" for Exhibit E: State Regulatory Requirements Appendix.

4. Except as so amended, all other provisions of the Agreement shall remain in full force and effect. Any conflict between the Agreement and this Amendment shall be resolved in favor of this Amendment.

[*REST OF THIS PAGE INTENTIONALLY LEFT BLANK FOLLOWED BY THE SIGNATURE PAGE WHICH MAY BE EXECUTED ELECTRONICALLY IN COUNTERPARTS AND SENT VIA FACSIMILE OR EMAIL*]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

DENTAL BENEFIT PROVIDERS, INC.

By: _____

Print Name: David I. Bailey

Print Title: President

UNITEDHEALTHCARE OF LOUISIANA, INC.

By: _____

Print Name: _____

Print Title: _____

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

DENTAL BENEFIT PROVIDERS, INC.

By: _____

Print Name: _____

Print Title: _____

UNITEDHEALTHCARE OF LOUISIANA, INC.

By: _____

Print Name: Eric H. Johnson

Print Title: CFO UnitedHealthcare Gulf States

Exhibit E

Louisiana Medicaid and CHIP Program Regulatory Requirements Appendix

THIRD AMENDMENT
TO THE DENTAL SERVICES AGREEMENT

This Third Amendment to the Dental Services Agreement (this "Amendment"), is entered into as of April 1, 2016 (the "Amendment Effective Date") by and between Dental Benefit Providers, Inc. ("Vendor") and UnitedHealthcare of Louisiana, Inc. ("United").

WHEREAS, the parties entered into a Dental Services Agreement effective January 1, 2014, as subsequently amended (the "Agreement") that sets forth the terms and conditions under which Vendor provides and/or arranges for the provision of Covered Services to United Members.

WHEREAS, by executing this Amendment, the parties each agree to be bound by those terms and conditions, except where provided for in this Amendment, that make up the main body of the Agreement between the parties.

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

1. Capitalized terms used herein which are not otherwise defined in this Amendment or any attachments hereto shall have the meaning assigned to them in the Agreement.

2. Exhibit A, "Compensation for Services Addendum" to the Agreement is hereby deleted in its entirety and replaced with Exhibit A, "Compensation for Services Addendum", attached hereto.

3. Exhibit F, "Delegated Credentialing Addendum" to the Agreement is hereby deleted in its entirety and replaced with Exhibit F, "Delegated Credentialing Addendum", attached hereto. The Exhibit List of the Agreement is amended to delete X Exhibit F: Delegation of Credentialing Addendum and replace it with X Exhibit F: Delegated Credentialing Addendum.

4. The attached "Third Party Administrator and Other Services Provisions" is hereby added to the Agreement as Exhibit H, "Third Party Administrator Appendix" attached hereto. The Exhibit List is amended to add X Exhibit H: Third Party Administrator Requirements Appendix.

5. Except as so amended, all other provisions of the Agreement shall remain in full force and effect. Any conflict between the Agreement and this Amendment shall be resolved in favor of this Amendment.

[*REST OF THIS PAGE INTENTIONALLY LEFT BLANK FOLLOWED BY THE SIGNATURE PAGE WHICH MAY BE EXECUTED ELECTRONICALLY IN COUNTERPARTS AND SENT VIA FACSIMILE OR EMAIL*]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

DENTAL BENEFIT PROVIDERS, INC.

By: _____

Print Name: David I. Bailey

Print Title: President

UNITEDHEALTHCARE OF LOUISIANA, INC.

By: _____

Print Name: _____

Print Title: _____

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

DENTAL BENEFIT PROVIDERS, INC.

By: _____

Print Name: _____

Print Title: _____

UNITEDHEALTHCARE OF LOUISIANA, INC.

By: _____

Print Name: Eric H. Johnson

Print Title: CFO UnitedHealthcare Gulf States

EXHIBIT A
COMPENSATION FOR SERVICES ADDENDUM

SECTION 1
COMPENSATION FOR VENDOR SERVICES

Vendor shall provide the services set forth in this Agreement for the Benefit Plans issued and/or administered by United and identified by United (and agreed to by Vendor) as a Benefit Plan for which the services shall be provided. United shall pay Vendor a services fee (the "Monthly Fee") according to the rates set forth in the table below.

Segment	Line of Business	Service	Service Type	Service Area *	Rate ($)	Rate Type	ASO or Full Service
[redacted]							

* If the Service Area listed above is left blank, the rate applies to all locations where United is authorized to do business, unless otherwise indicated.

"ASO" shall mean any Benefit Plan for which (a) Vendor is responsible only for providing administrative services in connection with the Benefit Plan and (b) Payor is fully responsible for the cost of any services or supplies that a Member receives for Covered Services from a Participating Provider.

"Full Service" shall mean any Benefit Plan for which Vendor is responsible for providing administrative services and is financially responsible for the cost of Covered Services covered by this Agreement.

SECTION 2
PAYMENT TERMS

2.1 Standard Payment Terms

United shall pay all Monthly Fees on or before the fifteenth (15^{th}) business day of the month following service. United shall calculate Monthly Fees using an estimate of the number of Members 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 Members.

2.2 Settlement of Accounts

Settlement of each month's balances due between the parties shall occur within ninety (90) days after the end of the month in which the amount owed becomes known. Notwithstanding this requirement, any more specific settlement terms in this Agreement shall control, no matter if the settlement date is shorter or longer than that set forth above, as long as the due date is specified.

2.3 Cost Sharing Reductions

With respect to any Service designated as a "Full Service" rate in Section 1 Compensation for Vendor Services, United shall pay to Vendor any Cost Sharing Reduction payment that United has or shall receive pursuant to Section 1402 of the Patient Protection and Affordable Care Act of 2010 (as amended), to the extent that such Cost Sharing Reductions are attributable to Covered Services for which the Vendor is financially responsible under this Agreement.

SECTION 3
COMPENSATION TO PROVIDERS

3.1 Compensation to Participating Providers.

So long as United has delegated Claims Administrative Services to Vendor:

(a) For all ASO Benefit Plans, Vendor shall adjudicate and Payor shall pay a Participating Provider clean claim within thirty (30) days of receiving the clean claim.

(b) For all Full Service Benefit Plans, Vendor shall adjudicate and pay a participating provider clean claim within thirty (30) days of receiving the clean claim or as may be set forth in the Provider Agreement.

In the event that United has not delegated Claims Administrative Services to Vendor for a Full Service Benefit Plan, Vendor shall adjudicate claims and be financially responsible for Covered Services; Payor shall pay a Participating Provider clean claim within thirty (30) days of receiving the claim based on adjudication by Vendor.

EXHIBIT F

DELEGATED CREDENTIALING ADDENDUM

[SEE ATTACHED]

EXHIBIT H

THIRD PARTY ADMINISTRATOR APPENDIX

[SEE ATTACHED]

LOUISIANA DEPARTMENT OF INSURANCE
JAMES J. DONELON
COMMISSIONER

June 28, 2018

Christine Rexford
Legal Services Specialist
UnitedHealthcare of Louisiana, Inc.
1448 Panorama Ridge Road
Oceanside, CA 92056

RE: Form D – Request for Approval of Form D Dated 6-22-18 – Dental Services Agreement – 5th Amendment

Dear Ms. Rexford:

The Louisiana Department of Insurance has received your Form D "Prior Notice of a Transaction" request dated June 22, 2018. The Form D requests permission for United Healthcare of Louisiana, Inc. ("the Company") to modify its Dental Services Agreement with the affiliated Dental Benefit Providers, Inc. ("DBP"). The Form D indicates that DBP is responsible for managing a network of dental providers, claims processing and other administrative functions in order to provide dental services for the Company's Commercial and Medicaid members. The Company remains ultimately responsible for the delivery of dental health care to its members.

The 5th Amendment primarily modifies the Agreement as follows:

- Deletes and replaces Exhibit A "Compensation for Services Addendum;"
- Adds Exhibit C "Medicare Advantage Regulatory Requirements Appendix;" and
- Deletes and replaces Exhibit E "Louisiana Medicaid and CHIP Program Regulatory Requirements Appendix

The Form D asserts that DBP charges a fair and reasonable rate to its affiliates based on the same type of actuarial trend analysis that it uses as the base for rate determination for external customers.

The proposed effective date is August 1, 2018.

We have no objection to the transaction as noted in the Form D.

Sincerely,

William Werner
Assistant Chief Examiner
Louisiana Department of Insurance

P. O. BOX 94214 • BATON ROUGE, LOUISIANA 70804-9214
PHONE (225) 342-5900 • FAX (225) 342-3078
http://www.ldi.la.gov

FIFTH AMENDMENT
TO THE DENTAL SERVICES AGREEMENT

This Fifth Amendment to the Dental Services Agreement (this "Amendment"), is entered into as of August 1, 2018 (the "Amendment Effective Date") by and between Dental Benefit Providers, Inc. ("Vendor") and UnitedHealthcare of Louisiana, Inc. ("United").

WHEREAS, the parties entered into a Dental Services Agreement effective January 1, 2014, as subsequently amended (the "Agreement") that sets forth the terms and conditions under which Vendor provides and/or arranges for the provision of Covered Services to United Members.

WHEREAS, by executing this Amendment, the parties each agree to be bound by those terms and conditions, except where provided for in this Amendment, that make up the main body of the Agreement between the parties.

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

1. Capitalized terms used herein which are not otherwise defined in this Amendment or any attachments hereto shall have the meaning assigned to them in the Agreement.

2. Exhibit A, "Compensation for Services Addendum" to the Agreement is hereby deleted in its entirety and replaced with Exhibit A, "Compensation for Services Addendum", attached hereto.

3. The attached "Medicare Advantage Regulatory Requirements Appendix" is hereby added as Exhibit C to the Agreement. The Exhibit List is amended to add an "X" to Exhibit C: Medicare Advantage Regulatory Requirements Appendix.

4. Exhibit E, "Louisiana Medicaid and CHIP Program Regulatory Requirements Appendix" to the Agreement is hereby deleted in its entirety and replaced with the Exhibit E, "Louisiana Medicaid and CHIP Program Regulatory Requirements Appendix," attached hereto.

5. Except as so amended, all other provisions of the Agreement shall remain in full force and effect. Any conflict between the Agreement and this Amendment shall be resolved in favor of this Amendment.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK FOLLOWED BY THE SIGNATURE PAGE WHICH MAY BE EXECUTED ELECTRONICALLY IN COUNTERPARTS AND SENT VIA FACSIMILE OR EMAIL]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

DENTAL BENEFIT PROVIDERS, INC.

By: _____

Print Name: David I. Bailey

Print Title: President

UNITEDHEALTHCARE OF LOUISIANA, INC.

By: _____

Print Name: Michael J. Balcer

Print Title: Chief Financial Officer

EXHIBIT LIST

(Add X if Exhibit is attached; add N/A if there is no Exhibit:

X	Exhibit A:	Compensation for Services Addendum (Plans; Service Areas)
X	Exhibit B:	Services Addendum
X	Exhibit C:	Medicare Advantage Regulatory Requirements Appendix
N/A	Exhibit D:	HMO or Insurance Specific Requirements Appendix
X	Exhibit E:	State Regulatory Requirements Appendix
X	Exhibit F:	Delegation of Credentialing Addendum

EXHIBIT A
COMPENSATION FOR SERVICES ADDENDUM

SECTION 1
COMPENSATION FOR VENDOR SERVICES

Vendor shall provide the services set forth in this Agreement for the Benefit Plans issued and/or administered by United and identified by United (and agreed to by Vendor) as a Benefit Plan for which the services shall be provided. United shall pay Vendor a services fee (the "Monthly Fee") according to the rates set forth in the table below.

Segment	Line of Business	Service	Service Type	Service Area *	Rate ($)	Rate Type	ASO or Full Service
[redacted]							

* If the Service Area listed above is left blank, the rate applies to all locations where United is authorized to do business, unless otherwise indicated.

"ASO" shall mean any Benefit Plan for which (a) Vendor is responsible only for providing administrative services in connection with the Benefit Plan and (b) Payor is fully responsible for the cost of any services or supplies that a Member receives for Covered Services from a Participating Provider.

"Full Service" shall mean any Benefit Plan for which Vendor is responsible for providing administrative services and is financially responsible for the cost of Covered Services covered by this Agreement.

SECTION 2
PAYMENT TERMS

2.1 Standard Payment Terms

United shall pay all Monthly Fees on or before the fifteenth (15^{th}) business day of the month following service. United shall calculate Monthly Fees using an estimate of the number of Members 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 Members.

2.2 Settlement of Accounts

Settlement of each month's balances due between the parties shall occur within ninety (90) days after the end of the month in which the amount owed becomes known.

Notwithstanding this requirement, any more specific settlement terms in this Agreement shall control, no matter if the settlement date is shorter or longer than that set forth above, as long as the due date is specified.

2.3 Cost Sharing Reductions

With respect to any Service designated as a "Full Service" rate in Section 1 Compensation for Vendor Services, United shall pay to Vendor any cost sharing reduction payment that United has or shall receive pursuant to Section 1402 of the Patient Protection and Affordable Care Act of 2010 (as amended), to the extent that such cost sharing reductions are attributable to Covered Services for which the Vendor is financially responsible under this Agreement.

SECTION 3
COMPENSATION TO PROVIDERS

3.1 Compensation to Participating Providers.

So long as United has delegated Claims Administrative Services to Vendor:

(a) For all ASO Benefit Plans, Vendor shall adjudicate and Payor shall pay a Participating Provider clean claim within thirty (30) days of receiving the clean claim.

(b) For all Full Service Benefit Plans, Vendor shall adjudicate and pay a participating provider clean claim within thirty (30) days of receiving the clean claim or as may be set forth in the Provider Agreement.

In the event that United has not delegated Claims Administrative Services to Vendor for a Full Service Benefit Plan, Vendor shall adjudicate claims and be financially responsible for Covered Services; Payor shall pay a Participating Provider clean claim within thirty (30) days of receiving the claim based on adjudication by Vendor.

EXHIBIT C

MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX

[SEE ATTACHED]

MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX
MEDICAL VENDOR

THIS MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX (this "Appendix") supplements and is made part of the agreement (the "Agreement") with Dental Benefits Providers, Inc. ("Subcontractor").

SECTION 1
APPLICABILITY

This Appendix applies to the services provided by Subcontractor pursuant to the Agreement as such services relate to the provision of Covered Services to Medicare Advantage Customers. In the event of a conflict between this Appendix and other appendices or any provision of the Agreement, the provisions of this Appendix shall control except: (1) with regard to Benefit Plans outside the scope of this Appendix; or (2) as required by applicable law.

SECTION 2
DEFINITIONS

For purposes of this Appendix, the following terms shall have the meanings set forth below.

2.1 **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 Payer is obligated to provide coverage of Covered Services for a Customer.

2.2 **CMS Contract:** A contract between the Centers for Medicare & Medicaid Services ("CMS") and a Medicare Advantage Organization for the provision of Medicare benefits pursuant to the Medicare Advantage Program under Title XVIII, Part C of the Social Security Act.

2.3 **Cost Sharing:** Those costs, if any, under a Benefit Plan that are the responsibility of the Customer, including deductibles, coinsurance, and copayments.

2.4 **Covered Service:** A health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer.

2.5 **Customer:** A person eligible and enrolled to receive coverage from a Payer for Covered Services.

2.6 **Dual Eligible Customer:** A Medicare Advantage Customer who is: (a) eligible for Medicaid; and (b) for whom the state is responsible for paying Medicare Part A and B Cost Sharing.

2.7 **Medicare Advantage Benefit Plans:** Benefit Plans sponsored, issued or administered by a Medicare Advantage Organization as part of the Medicare Advantage program or as part of the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act (as those program names may change from time to time).

2.8 **Medicare Advantage Customer or MA Customer:** A Customer eligible for and enrolled in a Medicare Advantage Benefit Plan that is covered under the Agreement.

2.9 **Medicare Advantage Organization or MA Organization:** For purposes of this Appendix, MA Organization is: (a) UnitedHealthcare Insurance Company or one of its affiliates that has entered into a contract with CMS for the purpose of offering a Benefit Plan to MA Customers; or (b) Payer.

2.10 **Participating Provider:** A hospital, ancillary provider, physician group, individual physician, or other health care provider, duly licensed or authorized under the laws of the jurisdiction in which Covered Services are provided, who participates in MA Organization's network through a provider agreement or network participation agreement with Subcontractor.

2.11 **Payer:** An entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan, and authorized to access Participating Providers' services rendered pursuant to the Agreement.

SECTION 3
DELEGATED ACTIVITIES

3.1 **MA Organization Accountability; Delegated Activities.** Subcontractor acknowledges and agrees that MA Organization oversees and is accountable to CMS for any functions and responsibilities described in the CMS Contract and applicable Medicare Advantage regulations, including those that MA Organization has delegated to Subcontractor under the Agreement. In addition to the other provisions of this Appendix, the following shall apply with respect to any functions and responsibilities under the CMS Contract that MA Organization has delegated to Subcontractor pursuant to the Agreement:

(a) Subcontractor shall perform or arrange for the provision of those delegated activities set forth in the Agreement.

(b) Subcontractor shall comply with any reporting responsibilities as set forth in the Agreement.

(c) If MA Organization has delegated to Subcontractor any activities related to the credentialing of health care providers, Subcontractor must comply with all applicable CMS requirements for credentialing, including but not limited to the requirement that the credentials of medical professionals must either be reviewed by MA Organization, or the

credentialing process must be reviewed, preapproved, and audited on an ongoing basis by MA Organization.

(d) If MA Organization has delegated to Subcontractor the selection of health care providers to be participating providers in MA Organization's Medicare Advantage network, or the selection of contractors or subcontractors to perform services under the CMS Contract, MA Organization retains the right to approve, suspend or terminate the participation status of such health care providers and the agreements with such contractors or subcontractors.

(e) Subcontractor acknowledges that MA Organization shall monitor Subcontractor's performance of delegated activities on an ongoing basis. Such monitoring activities may include site visits and periodic audits. If CMS or MA Organization determines that Subcontractor has not performed satisfactorily, or has failed to meet all reporting and disclosure requirements in a timely manner, MA Organization may revoke any or all of the delegated activities and reporting requirements. Subcontractor shall cooperate with MA Organization regarding the transition of any delegated activities or reporting requirements that have been revoked by MA Organization.

SECTION 4
SUBCONTRACTOR AND PARTICIPATING PROVIDER REQUIREMENTS

4.1 **Data.** Subcontractor shall and/or shall require Participating Providers to, submit to MA Organization all risk adjustment data as defined in 42 CFR 422.310(a), and other Medicare Advantage program-related information as may be requested by MA Organization, within the timeframes specified and in a form that meets Medicare Advantage program requirements. By submitting data to MA Organization, Subcontractor and Participating Providers represent to MA Organization, and upon MA Organization's request, shall certify in writing, that the data is accurate, complete, and truthful, based on Subcontractor's or Participating Providers' best knowledge, information and belief.

4.2 **Policies.** Subcontractor shall, and shall require Participating Providers to, cooperate and comply with MA Organization's policies and procedures.

4.3 **Customer Protection.** Subcontractor agrees, and shall require Participating Providers to agree, that in no event, including but not limited to, non-payment by Subcontractor, MA Organization or an intermediary, insolvency of Subcontractor, MA Organization or an intermediary, or breach of the Agreement, shall Subcontractor or Participating Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any MA Customer or person (other than MA Organization or an intermediary) acting on behalf of the MA Customer for Covered Services provided pursuant to the Agreement, or for any other fees that are the legal obligation of MA Organization under the CMS Contract. This provision does not prohibit a Participating Provider from collecting from MA Customers allowable Cost Sharing. This provision also does not prohibit a Participating Provider and an MA Customer from agreeing to the provision of services solely at the expense of the MA Customer, as

long as the Participating Provider has clearly informed the MA Customer, in accordance with applicable law, that the MA Customer's Benefit Plan may not cover or continue to cover a specific service or services.

In the event of MA Organization's or an intermediary's insolvency or other cessation of operations or termination of MA Organization's contract with CMS, Subcontractor shall require Participating Providers to continue to provide Covered Services to an MA Customer through the later of the period for which premium has been paid to MA Organization on behalf of the MA Customer, or, in the case of MA Customers who are hospitalized as of such period or date, the MA Customer's discharge.

This provision shall be construed in favor of the MA Customer, shall survive the termination of the Agreement regardless of the reason for termination, including MA Organization's insolvency, and shall supersede any contrary agreement, oral or written, between Subcontractor or Participating Providers and an MA Customer or the representative of an MA Customer if the contrary agreement is inconsistent with this provision.

For the purpose of this provision, an "intermediary" is a person or entity authorized to negotiate and execute the Agreement on behalf of Participating Providers or on behalf of a network through which Participating Providers elect to participate.

4.4 **Dual Eligible Customers.** Subcontractor agrees, and shall require Participating Providers to agree, that in no event, including but not limited to, non-payment by a state Medicaid Agency or other applicable regulatory authority, other state source, or breach of the Agreement, shall Subcontractor or Participating Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Dual Eligible Customer, person acting on behalf of the Dual Eligible Customer, or MA Organization (unless notified otherwise) for Medicare Part A and B Cost Sharing. Instead, Subcontractor and Participating Providers will either: (a) accept payment made by or on behalf of MA Organization as payment in full; or (b) bill the appropriate state source for such Cost Sharing amount. If Subcontractor or Participating Providers impose an excess charge on a Dual Eligible Customer, Subcontractor and Participating Providers are subject to any lawful sanction that may be imposed under Medicare or Medicaid. This provision does not prohibit a Participating Provider and a Dual Eligible Customer from agreeing to the provision of services solely at the expense of the Dual Eligible Customer, as long as the Participating Provider has clearly informed the Dual Eligible Customer, in accordance with applicable law, that the Dual Eligible Customer's Benefit Plan may not cover or continue to cover a specific service or services.

4.5 **Eligibility.** Subcontractor agrees and shall require Participating Providers to agree to immediately notify MA Organization in the event Subcontractor or any Participating Provider is or becomes excluded from participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act. Subcontractor shall not, and shall require Participating Providers not to employ or contract for the provision of health care services, utilization review, medical social work or administrative services, (collectively "Eligibility Services"), with or without compensation, with any individual or entity that is or becomes excluded from participation in any

federal or state health care program under Section 1128 or 1128A of the Social Security Act. Subcontractor shall and shall require Participating Providers to review the Department of Health and Human Services Officer of Inspector General List of Excluded Individuals and Entities and the System for Award Management (SAM), a portal for the Federal Procurement System (or any successor listing of excluded individuals or entities) prior to the hiring or contracting of any new employee, temporary employee, volunteer, consultant, governing body member or subcontractor for the provision of Eligibility Services. Subcontractor must and must require Participating Providers to continue to review these lists on a monthly basis thereafter to ensure that none of these persons or entities are excluded or become excluded from participation in federal programs.

4.6 **Laws.** Subcontractor shall comply with all applicable federal and Medicare laws, regulations, and CMS instructions, including but not limited to: (a) federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including but not limited to, applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. §3729 et seq.), and the anti-kickback statute (§1128B of the Social Security Act); and (b) HIPAA administrative simplification rules at 45 CFR Parts 160, 162, and 164. Subcontractor shall require Participating Providers to comply with all the requirements in this section.

4.7 **Federal Funds.** Subcontractor acknowledges, and agrees to inform Participating Providers, that MA Organization receives federal payments under the CMS Contract and that payments Subcontractor or Participating Providers receive from or on behalf of MA Organization are, in whole or in part, from federal funds. Subcontractor and Participating Providers are therefore subject to certain laws that are applicable to individuals and entities receiving federal funds.

4.8 **CMS Contract.** Subcontractor shall perform the services set forth in the Agreement in a manner consistent with and in compliance with MA Organization's contractual obligations under the CMS Contract. Subcontractor shall also require that health care services rendered to MA Customers by Participating Providers pursuant to the Agreement are performed in a manner consistent with and in compliance with MA Organization's contractual obligations under the CMS Contract.

4.9 **Records.**

(a) Maintenance; Privacy and Confidentiality; Customer Access. Subcontractor shall maintain records and information related to services provided by Subcontractor under the Agreement, including but not limited to MA Customer medical records and other health and enrollment information, in an accurate and timely manner. Subcontractor shall maintain such records for the longer of the following periods:

(i) in the case of records containing information related to the medical loss ratio information reported to CMS by the MA Organization, including, for example, information related to incurred claims and quality improvement activities, at least ten (10) years from the date such medical loss ratio information is reported to CMS by the MA Organization, or

(ii) in the case of all records, at least ten (10) years from the final date of the CMS Contract period in effect at the time the records were created, or such longer period as required by law.

Subcontractor shall safeguard MA Customer privacy and confidentiality, including but not limited to the privacy and confidentiality of any information that identifies a particular MA Customer, and shall comply with all federal and state laws regarding confidentiality and disclosure of medical records or other health and enrollment information, including the requirements established by MA Organization and the Medicare Advantage program, as applicable. Subcontractor shall ensure that MA Customers have timely access to medical records and information that pertain to them, in accordance with applicable law. Subcontractor shall require Participating Providers to comply with all the requirements in this section with respect to records and information related to health care services provided by Participating Providers to MA Customers pursuant to the Agreement.

(b) Government Access to Records. Subcontractor acknowledges and agrees that the Secretary of Health and Human Services, the Comptroller General, or their designees shall have the right to audit, evaluate and inspect any pertinent books, contracts, computer or other electronic systems (including medical records), patient care documentation and other records and information belonging to Subcontractor and Participating Providers that involve transactions related to the CMS Contract. This right shall extend through the longer of the following periods:

(i) in the case of records containing information related to the medical loss ratio information reported to CMS by the MA Organization, including, for example, information related to incurred claims and quality improvement activities, at least ten (10) years from the date such medical loss ratio information is reported to CMS by the MA Organization, or

(ii) in the case of all records, at least ten (10) years from the later of the final date of the CMS Contract period in effect at the time the records were created or the date of completion of any audit, or longer in certain instances described in the applicable Medicare Advantage regulations.

For the purpose of conducting the above activities, Subcontractor shall, and shall require Participating Providers to, make available their premises, physical facilities and equipment, records relating to MA Customers, and any additional relevant information CMS may require.

(c) MA Organization Access to Records. Subcontractor shall, and shall require Participating Providers to, grant MA Organization or its designees such audit, evaluation, and inspection rights identified in subsection 4.9(b) as are necessary for MA Organization to comply with its obligations under the CMS Contract. Whenever possible, MA Organization will give Subcontractor and Participating Providers reasonable notice of the

need for such audit, evaluation or inspection, and will conduct such audit, evaluation or inspection at a reasonable time and place. Subcontractor shall, and shall require Participating Providers to, submit medical records of MA Customers to the MA Organization as may be requested, within the timeframes specified, for the purpose of (i) CMS audits of risk adjustment data and (ii) for other purposes medical records from providers are used by MA Organization, as specified by CMS. Provision of medical records must be in the manner consistent with HIPAA privacy statute and regulations.

4.10 **Subcontracts.** If Subcontractor has any arrangements, in accordance with the terms of the Agreement, with affiliates, subsidiaries or any other subcontractors, directly or through another person or entity, to perform any of the services Subcontractor is obligated to perform under the Agreement that are the subject of this Appendix, Subcontractor shall ensure that all such arrangements are in writing, duly executed, and include all the terms contained in this Appendix. Subcontractor shall provide proof of such to MA Organization upon request. In addition, Subcontractor agrees to oversee and monitor, on an ongoing basis, the services Subcontractor has subcontracted to another person or entity. Subcontractor further agrees to promptly amend its agreements with such subcontractors, in a manner consistent with the changes made to this Appendix by MA Organization, to meet any additional CMS requirements that may apply to the services. Subcontractor shall require Participating Providers to comply with all the requirements in this section.

4.11 **Offshoring.** Unless previously authorized by MA Organization in writing, all services provided by Subcontractor pursuant to the Agreement that are subject to this Appendix must be performed within the United States, the District of Columbia, or the United States territories. The following provisions apply to Medicare-related services that involve Medicare beneficiary protected health information ("PHI") performed pursuant to the Agreement at locations outside of one of the fifty United Sates, the District of Columbia, or one of the United States Territories (American Samoa, Guam, Northern Marianas, Puerto Rico and Virgin Islands):

(a) Subcontractor represents and warrants to MA Organization that Subcontractor has in place and will comply with policies and procedures to ensure that all PHI and other personal information remains secure. Subcontractor will provide written evidence of the policies and procedures upon MA Organization's request.

(b) Subcontractor will provide prior written notice to MA Organization of (a) any material change in the Medicare-related services that involve PHI that Subcontractor performs offshore, (b) any material change in Subcontractor's policies and procedures to ensure that all PHI and other personal information remains secure, and (c) any material change in the tools and systems used by Subcontractor to ensure that all PHI and other personal information remains secure.

(c) Subcontractor is prohibited from receiving access to any PHI or other personal information of MA Customers that is not associated with services performed and products provided by Subcontractor pursuant to the Agreement. If Subcontractor receives access to PHI or other personal information of MA Customers that is not associated with

Subcontractor's services performed and products provided by Subcontractor pursuant to the Agreement, Subcontractor will immediately notify MA Organization that it has received such access, return all PHI or personal information accessed by Subcontractor, and destroy any such PHI or personal information that remains in Subcontractor's possession after doing so (i.e. copies, electronic records, back-ups or temporary files).

(d) Subcontractor's services under the Agreement may be terminated immediately upon discovery of a significant security breach.

(e) Subcontractor authorizes MA Organization or its designee to conduct an audit of Subcontractor at least annually.

(f) Subcontractor acknowledges and agrees that MA Organization will use the results of its audit of Subcontractor to evaluate the continuation of MA Organization's relationship with Subcontractor.

(g) Subcontractor authorizes MA Organization or its designee to share the results of audits of Subcontractor with CMS.

SECTION 5
OTHER

5.1 **Payment.** MA Organization or its designee shall promptly process and pay or deny a Participating Provider's claim no later than sixty (60) days after MA Organization or its designee receives all appropriate information as described in MA Organization's administrative procedures. If Subcontractor or Participating Providers are responsible for making payment to subcontracted providers for services provided to MA Customers, Subcontractor shall, and shall require Participating Providers to, pay such providers no later than sixty (60) days after Subcontractor or a Participating Provider receives request for payment for those services from subcontracted providers.

5.2 **Regulatory Amendment.** MA Organization may unilaterally amend this Appendix to comply with applicable laws and regulations and the requirements of applicable regulatory authorities, including but not limited to CMS. MA Organization shall provide written notice to Subcontractor of such amendment and its effective date. Unless such laws, regulations or regulatory authority(ies) direct otherwise, the signature of Subcontractor will not be required in order for the amendment to take effect.

EXHIBIT E

LOUISIANA MEDICAID AND CHIP PROGRAM
REGULATORY REQUIREMENTS APPENDIX

[SEE ATTACHED]

LOUISIANA MEDICAID AND CHIP PROGRAM

REGULATORY REQUIREMENTS APPENDIX

MEDICAL SUBCONTRACTOR

THIS LOUISIANA MEDICAID AND CHIP PROGRAM REGULATORY REQUIREMENTS APPENDIX (this "Appendix") supplements and is made part of the agreement (the "Subcontract") between UnitedHealthcare of Louisiana, Inc. ("United") and subcontractor named in the agreement to which this Appendix is attached (the "Subcontractor").

SECTION 1
APPLICABILITY

This Appendix applies with respect to the provision of indirect or non-health care related services provided by Subcontractor under the Louisiana Healthy Louisiana and related programs (collectively, the "State Program") as governed by the State's designated regulatory agencies. In the event of a conflict between this Appendix and other appendices or any provision of the Subcontract, the provisions of this Appendix shall control except with regard to benefit plans outside the scope of this Appendix or unless otherwise required by law. In the event United is required to amend or supplement this Appendix as required or requested by the State to comply with federal or State regulations, United will unilaterally initiate such additions, deletions or modifications.

SECTION 2
DEFINITIONS

Unless otherwise defined in this Appendix, all capitalized terms shall be as defined in the Subcontract. For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix or the Subcontract is inconsistent with any definitions under the State Program, the definitions shall have the meaning set forth under the State Program.

2.1 **Agreement:** An executed contract between Subcontractor and a Provider for the provision of Covered Services to persons enrolled in the State Program(s).

2.2 **Covered Person(s):** An individual who is currently enrolled with United for the provision of services under the State Program. A Covered Person may also be referred to as an Enrollee, Member, Customer or other similar term under the Agreement and/or Subcontract.

2.3 **Covered Services:** Health care services or products for which a Covered Person is enrolled with United to receive coverage under the State Contract.

2.4 **Department or LDH:** The Louisiana Department of Health.

2.5 **Provider:** An appropriately licensed and/or certified hospital, ancillary provider, physician group, individual physician or other health care provider who has entered into an Agreement with Subcontractor for the provision of Covered Services to Covered Persons.

2.6 **State:** The State of Louisiana or its designated regulatory agencies.

2.7 **State Contract:** United's contract(s) with LDH for the purpose of providing and paying for Covered Services to Covered Persons enrolled in the State Program.

2.8 **State Program:** The State of Louisiana's Healthy Louisiana and related programs where United provides services to Louisiana residents through a contract with the State. For purposes of this Appendix, "State Program" may refer to the State agency(ies) responsible for administering the State Program.

2.9 **Subcontract:** A written agreement between United and Subcontractor to fulfill any requirements of the State Contract.

SECTION 3
OBLIGATIONS OF SUBCONTRACTOR'S PROVIDER

The State Program, through contractual requirements and federal and State statutes and regulations, requires that providers who provide services to Covered Persons enrolled in the State Program comply with certain requirements as set forth below and elsewhere in this Appendix. As applicable, Subcontractor shall require its Providers to comply with the requirements set forth below and elsewhere in this Appendix.

3.1 Covered Services; Definitions Related to Coverage. Provider shall follow the State Contract's requirements for the provision of Covered Services. A description of the package of benefits offered by LDH under the State Program is available on the LDH website at http://www.makingmedicaidbetter.com/. Provider's decisions affecting the delivery of acute or chronic care services to Covered Persons shall be based on the individual's medical needs and in accordance with the following definitions:

(a) Emergency Medical Condition: A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following: (1) 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; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

(b) Emergency Services: Covered inpatient and outpatient services that are furnished by a provider that is qualified to furnish these services under 42 CFR Part 438.114(a) and § 1932(b)(2) of the Social Security Act of 1935 (42 U.S.C. § 1396u-2) and that are needed to screen, evaluate, and stabilize an Emergency

Medical Condition. Emergency Services also include services defined as such under Section 1867(e) of the Social Security Act ("anti-dumping provisions"). There are no prior authorization requirements for Emergency Services.

(c) Medically Necessary or Medical Necessity: Those health care services that are in accordance with generally accepted, evidence-based medical standards or that are considered by most physicians (or other independent licensed practitioners) within the community of their respective professional organizations to be the standard of care. In order to be considered Medically Necessary, services must be: (1) deemed reasonably necessary to diagnose, correct, cure, alleviate or prevent the worsening of a condition or conditions that endanger life, cause suffering or pain or have resulted or will result in a handicap, physical deformity or malfunction; and (2) not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease. Any such services must be clinically appropriate, individualized, specific and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and neither more nor less than what the recipient requires at that specific point in time. Services that are experimental, non-FDA approved, investigational, or cosmetic are specifically excluded from Medicaid coverage and will be deemed "not medically necessary."

3.2 Accessibility Standards. Provider shall provide for timely access to Covered Person appointments in accordance with the appointment availability requirements established under the State Contract and shall offer hours of operation that are no less than the hours of operation offered to commercial or non-Medicaid/CHIP members or comparable to Medicaid fee-for-service beneficiaries if Provider serves only Medicaid beneficiaries.

3.3 Antitrust. Provider assigns to the State of Louisiana any and all rights or claims it currently has or may acquire under any state or federal antitrust laws and that are attributable to any product units purchased or reimbursed through any State Program or payment mechanism, including but not limited to product units purchased or reimbursed under the state's managed Medicaid program, currently known as Louisiana Health. For purposes of this assignment clause, "Provider" shall include any direct or indirect owner to whom the right or claim to be assigned actually belongs, including any and all parents, branches, departments or subsidiaries.

SECTION 4
SUBCONTRACTOR REQUIREMENTS

4.1 Hold Harmless. Except for any applicable cost-sharing requirements under the State Contract, Subcontractor shall look solely to United for payment of Covered Services provided to Covered Persons pursuant to the Agreement and the State Contract and hold the State, the U.S. Department of Health and Human Services and Covered Persons harmless in the event that United cannot or will not pay for such Covered Services. In accordance with 42 CFR Part 447.15, as may be amended from time to time, the Covered Person is not liable to Provider or Subcontractor for any services for which United is liable and as specified under the State's

relevant health insurance or managed care statutes, rules or administrative agency guidance. Neither Subcontractor nor Provider shall not require any copayment or cost sharing for Covered Services provided under the Agreement unless expressly permitted under the State Contract. Subcontractor and Provider shall also be prohibited from charging Covered Persons for missed appointments if such practice is prohibited under the State Contractor applicable law. Neither the State, the Department nor Covered Persons shall be in any manner liable for the debts and obligations of United and under no circumstances shall United, or any providers used to deliver services covered under the terms of the State Contract, charge Covered Persons for Covered Services. Subcontractor and Provider shall accept the final payment made by United as payment-in-full for core benefits and services provided and shall not solicit or accept any surety or guarantee of payment from LDH or the Covered Persons(s). Covered Person shall include the patient, parent(s), guardian, spouse or any other legally or potentially legally, responsible person of the member being served.

If the medical assistance services are not Covered Services, prior to providing the service, Provider shall inform the Covered Person of the non-covered service and have the Covered Person acknowledge the information. If the Covered Person still requests the service, Provider shall obtain such acknowledgement in writing prior to rendering the service. If United determines a Covered Person was charged for Covered Services inappropriately, such payment may be recovered, as applicable.

This provision shall survive any termination of the Agreement, including breach of the Agreement due to insolvency.

4.2 Indemnification. At all times during the Agreement, Subcontractor shall, and shall ensure Provider indemnifies, defends, protects, and holds harmless LDH and any of its officers, agents, and employees from:

(a) Any claims, losses, or suits relating to activities undertaken by Subcontractor and/or Provider pursuant to the Agreement or pursuant to the State Contract;

(b) Any claims for damages or losses arising from services rendered by any contractor, person, or firm performing or supplying services, materials, or supplies for Subcontractor and/or Provider in connection with performance of the Agreement or in connection with performance of the State Contract;

(c) Any claims for damages or losses to any person or firm injured or damaged by erroneous or negligent acts, including disregard of State or federal Medicaid regulations or legal statutes, by Provider and/or Subcontractor, its agents, officers, employees, or contractors in performance of the Agreement or in performance of the State Contract;

(d) Any claims for damages or losses resulting to any person or firm injured or damaged by Subcontractor and/or Provider, its agents, officers, employees, or contractors, by Subcontractor’s and/or Provider’s publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Agreement in a manner not authorized by the Agreement, the State Contract, or by federal or State regulations or statutes;

(e) Any failure of Subcontractor and/or Provider, its agents, officers, employees, or contractors, to observe federal or State laws, including but not limited to labor laws and minimum wage laws;

(f) Any claims for damages, losses, or reasonable costs associated with legal expenses, including but not limited to those incurred by or on behalf of LDH in connection with the defense of claims for such injuries, losses, claims, or damages specified above;

(g) Any injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against LDH or its agents, officers or employees, through the intentional conduct, negligence or omission of Subcontractor and/or Provider, its agents, officers, employees or contractors.

In the event that, due to circumstances not reasonably within the control of United, Subcontractor, Provider, or LDH (i.e., a major disaster, epidemic, complete or substantial destruction of facilities, war, riot or civil insurrection), United, Subcontractor, Provider, or LDH will have any liability or obligation on account of reasonable delay in the provision or the arrangement of Covered Services; provided, however, that so long as the State Contract remains in full force and effect, United shall be liable for authorizing services required in accordance with the State Contract.

4.3 Ownership and Control Information. Subcontractor shall, and shall ensure Provider complies with and submits to United disclosure of information in accordance with the requirements specified in 42 CFR Part 455, Subpart B (42 CFR §§ 455.100 – 106), as may be amended from time to time.

4.4 Record Keeping.

(a) Maintenance. In conformity with requirements under State and federal law and the State Contract, Subcontractor and Provider shall maintain an adequate record keeping system for recording services, service providers, charges, dates and all other commonly required information elements for services rendered to Covered Persons pursuant to the Agreement, including but not limited to such records as are necessary for evaluation of the quality, appropriateness, and timeliness of services performed under the Agreement. All records originated or prepared in connection with Subcontractor's and Provider's performance of its obligations under the Agreement, including but not limited to working papers related to the preparation of fiscal reports, medical records, progress notes, charges, journals, ledgers, and electronic media, shall be retained and safeguarded by Subcontractor and Provider in accordance with the terms and conditions of the State Contract.

(b) Medical Records. Subcontractor shall, and shall ensure Provider retains medical records at the site where medical services are provided. Each Covered Person's medical record must be accurate, legible and maintained in detail consistent with good medical and professional practice which permits effective internal and external quality review and/or medical audit and facilitates an adequate system of follow-up treatment.

Subcontractor shall, and shall ensure Provider maintains the confidentiality of medical records in accordance with 42 CFR 438.224 and 45 CFR Parts 160 and 164, subparts A and E, as may be amended from time to time. Covered Persons and their representatives shall be given access to and can request copies of the Covered Person's medical records, to the extent and in the manner provided by Louisiana Revised Statutes § 40:1299.96 and 45 CFR Part 164.3524, as amended, and subject to reasonable charges. In addition, LDH or its designee shall have immediate and complete access to all records pertaining to the health care services provided to Covered Persons. Medical record requirements are further defined in the State Contract.

(c) Retention. Subcontractor shall, and shall require Provider to retain all administrative, financial and programmatic records, supporting documents, statistical records, medical records, other records of Covered Persons relating to the delivery of care or services under the State Contract, and such other records as required by LDH (whether paper or electronic) for the later of: (i) ten (10) years from the expiration date of the State Contract, including any extension(s) thereof; or (ii) for Covered Person records, for ten (10) years after the last payment was made for services provided to the Covered Person (an exception to this requirement includes records pertaining to once in a lifetime events, including but not limited to appendectomy and amputations, etc., which must be retained indefinitely and may not be destroyed); or (iii) such other period as required by law. Notwithstanding the foregoing, if the records are under review or audit or related to any matter in litigation, such records shall be retained until completion of the audit, review or litigation and resolution of all issues which arise from it or until the end of the ten (10) year period, whichever is later. If Subcontractor and/or Provider store records on microfilm or microfiche or other electronic means, Subcontractor shall, and shall ensure Provider produce, at its expense, legible hard copy records within twenty-one (21) calendar days upon the request of State or federal authorities.

The above record retention requirements pertain to the retention of records for Medicaid purposes only; other State or federal rules may require longer retention periods. Current State law (LRS 40:1299.96) requires physicians to retain their records for at least ten (10) years, commencing from the last date of treatment.

(d) Records Upon Termination. United, Subcontractor and Provider recognize that in the event of termination of the State Contract for any of the reasons described therein, Subcontractor and Provider shall immediately make available to United, in a usable form, any and all records, whether medical or financial, related to Subcontractor's and Provider's activities undertaken pursuant to the Agreement and the State Contract so that United can immediately make available the same to LDH or its designated representative. The provision of such records shall be at no expense to the Department.

4.5 Government Inspection, Audit and Evaluation

(a) By State and Federal Agencies. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that LDH, the U.S. Department of Health and Human Services (HHS), CMS, the Office of Inspector General, the Comptroller General, the State Legislative Auditor's Office, the Louisiana

Attorney General's Office, any other State or federal entity identified by the Department, and/or designees of any of the above, shall have the right to evaluate through audit, inspection or other means, whether announced or unannounced, any records pertinent to the State Contract, including those pertaining to the quality, appropriateness and timeliness of services provided pursuant to the State Contract and the timeliness and accuracy of encounter data and practitioner claims submitted to United. Subcontractor shall, and shall require Provider to cooperate with such evaluations and, upon request by United or any of the entities listed above, assist in such reviews. In addition, the above entities and/or their designees, at any time and as often as they may deem necessary during the State Contract period and for a period of ten (10) years thereafter (including any extensions to the State Contract), shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of the State Contract and any other applicable rules. There shall be no restrictions on the right of the State or federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services provided pursuant to the State Contract and the reasonableness of their costs.

(b) By LDH. In addition to the above, Subcontractor shall, and shall require Provider to make its records available for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring upon request of an authorized representative of LDH.

4.6 Privacy; Confidentiality. Subcontractor understands and shall require that Provider understand that the use and disclosure of information concerning Covered Persons is restricted to purposes directly connected with the administration of the State Program and shall maintain the confidentiality of Covered Person's information and records as required by the State Contract and in federal and State law including, but not limited to, all applicable privacy, security and Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and associated implementing regulations, including but not limited to 45 CFR Parts 160, 162, 164, as applicable and as may be amended from time to time, and shall safeguard information about Covered Persons in accordance with applicable federal and State privacy laws and rules including but not limited to 42 CFR §438.224, 42 CFR Part 2, and 42 CFR Part 431, Subpart F; 42 CFR Part 434 and 42 CFR 438.6 (if applicable), as may be amended from time to time.

Subcontractor will require that Provider further acknowledge that, in some cases, Provider will have access to information on individuals with whom Provider has no treatment or other relationship. In such cases Provider will abide by all requirements under HIPAA and ensure that the confidentiality of such information is fully maintained.

Access to member identifying information shall be limited by Subcontractor and/or Provider to persons or agencies that require the information in order to perform their duties in accordance with the Agreement and Subcontract, including the U.S. Department of Health and Human

Services (HHS), the Department and other individuals or entities as may be required. (See 42 CFR §431.300, et seq. and 45 CFR Parts 160 and 164.) Any other party shall be granted access to confidential information only after complying with the requirements of state and federal laws, including but not limited to HIPAA, and regulations pertaining to such access. Subcontractor and Provider are responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable laws. Nothing herein shall prohibit the disclosure of information in summary, statistical or other form that does not identify particular individuals, provided that de-identification of protected health information is performed in compliance with the HIPAA Privacy Rule.

Federal and State Medicaid regulations, and some other federal and State laws and regulations, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Subcontractor shall, and shall require Provider to notify United and the Department of any breach of confidential information related to Covered Persons within the time period required by applicable federal and State laws and regulations following actual knowledge of a breach, including any use or disclosure of confidential information, any breach of unsecured PHI, and any Security Incident (as defined in HIPAA regulations) and provide United and the Department with an investigation report within the time period required by applicable federal and State laws and regulations following the discovery. Subcontractor and/or Provider shall work with United and the Department to ensure that the breach has been mitigated and reporting requirements, if any, complied with.

4.7 Compliance with Laws, State Contract and LDH-Issued Guides. Subcontractor shall, and shall require Provider to comply with all requirements for Health Plan subcontractors set forth in the State Contract and LDH-issued guides, as well as with all applicable federal and State laws, rules, regulations and guidelines applicable to the provision of services under the State Program. The State Contract and LDH-issued guides shall be furnished to Subcontractor and Provider upon request. Subcontractor and Provider may also access these documents on the LDH website at http://www.makingmedicaidbetter.com. United also shall furnish Subcontractor and Provider (either directly or through a web portal) with United's provider manual and member handbook.

4.8 Physician Incentive Plans. In the event Provider participates in a physician incentive plan ("PIP") under the Agreement, Subcontractor agrees and shall require Provider to agree that such PIPs must comply with 42 CFR 438.6(h), 42 CFR 422.208, and 42 CFR 422.210, as may be amended from time to time. United, Subcontractor or Provider may make a specific payment directly or indirectly under a PIP to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to an individual Covered Person. PIPs must not contain provisions that provide incentives, monetary or otherwise, for the withholding of Medically Necessary care.

4.9 Provider Selection. To the extent applicable to Subcontractor and Provider in performance of the Agreement, Subcontractor shall, and shall require Provider to comply with 42 CFR 438.214, as may be amended from time to time, which includes but is not limited to the selection and retention of providers, credentialing and recredentialing requirements, and

nondiscrimination. If United delegates credentialing to Subcontractor, United will provide monitoring and oversight and Subcontractor shall ensure that all licensed medical professionals are credentialed in accordance with United's and the State Contract's credentialing requirements.

4.10 Lobbying. Subcontractor agrees, and shall require Provider to agree to comply with the following requirements related to lobbying:

(a) Prohibition on Use of Federal Funds for Lobbying: By signing the Agreement, Subcontractor and/or Provider certifies to the best of Subcontractor's and Provider's knowledge and belief, pursuant to 31 U.S.C. § 1352 and 45 CFR Part 93, as may be amended from time to time, that no federally appropriated funds have been paid or will be paid to any person by or on Subcontractor's and/or Provider's behalf for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) Disclosure Form to Report Lobbying: If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement and the value of the Agreement exceeds $100,000, Subcontractor and/or Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.11 Excluded Individuals. By signing the Agreement, Subcontractor certifies, and shall require Provider to certify to the best of Subcontractor's and Provider's knowledge and belief that neither it nor any of its principals, nor any providers, subcontractors or consultants with whom Subcontractor and/or Provider contracts for items or services that are significant and material to Subcontractor's and/or Provider's obligations under the Agreement, is:

(a) excluded from participation in federal health care programs under either § 1128 or § 1128A of the Social Security Act;

(b) debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order no. 12549 or under guidelines implementing Executive Order No. 12549, or an affiliate, as defined in the Federal Acquisition Regulation, of such a person.

Subcontractor is obligated, and shall obligate Provider to screen its employees and contractors initially and on an ongoing monthly basis to determine whether any of them have been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal Health Care Programs (as defined in Section 1128B(f) of the Social Security Act). Subcontractor shall not, and shall ensure Provider shall not employ or contract with an individual or entity that has been excluded. Subcontractor shall, and shall require Provider to immediately report to United any exclusion information discovered. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that civil monetary penalties may be imposed against Subcontractor and/or Provider if he or she employs or enters into contracts with excluded individuals or entities to provide items or Covered Services. Subcontractor and Provider can search the HHS-OIG website, at no cost, by the names of any individuals or entities through the following databases: LEIE at http://www.oig.hhs.gov/fraud/exclusions.asp.; the Health Integrity and Protection Data Bank (HIPDB) http://www.npdb-hipdb.hrsa.gov/index.html and the Excluded Parties List Serve (EPLS) http://www.epls.gov. United will exclude from its network any provider who has been excluded from the Medicare or Medicaid program in any state.

4.12 Cultural Competency. Subcontractor shall, and shall require Providers to deliver services in a culturally competent manner to all Covered Persons, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity, and provide for cultural competency and linguistic needs, including the member's prevalent language(s) and sign language interpreters in accordance with 42 § CFR 438.206(c)(2). Subcontractor shall and shall require Providers to ensure that effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs are provided. In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (2001, as amended) and its implementing regulation at 45 C.F.R. Part 80 (2001, as amended), Subcontractor shall, and shall require Provider to take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under the Agreement.

4.13 Marketing Materials. As required under State or federal law or the State Contract, any marketing materials developed and/or distributed by Subcontractor and/or Provider as related to the State Program and performance of the Agreement must be submitted to United to submit to the Department for prior approval. In addition, Subcontractor shall, and shall require Provider to comply with the State Contract's requirements related to marketing communications.

4.14 Fraud, Abuse, and Waste Prevention. Subcontractor shall, and shall require Provider to cooperate fully with United's policies and procedures designed to protect program integrity and prevent and detect potential or suspected fraud, abuse and waste in the administration and delivery of services under the State Contract. Subcontractor shall, and shall also require Provider to cooperate with and assist LDH and any other State or federal agency charged with the duty of preventing, identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste in state and/or federal health care programs. This shall include reporting to United any cases of suspected Medicaid fraud or abuse by Covered Persons, other providers in United's network,

employees, Subcontractors, or subcontractors of Provider. Subcontractor shall, and shall require Provider to report such suspected fraud or abuse to United in writing as soon as practical after discovering suspected incidents.

In accordance with United's policies and the Deficit Reduction Act of 2005 (DRA)
Subcontractor shall, and shall require Provider to have written policies for its employees, contractors or agents that: (a) provide detailed information about the federal False Claims Act (established under sections 3729 through 3733 of title 31, United States Code); (b) cite administrative remedies for false claims and statements (established under chapter 38 of title 31, United States Code) and whistleblower protections under federal and state laws; (c) reference state laws pertaining to civil or criminal penalties for false claims and statements; and (d) with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in federal health care programs (as defined in section 1128B(f)), include as part of such written policies, detailed provisions regarding Subcontractor's and/or Provider's policies and procedures for detecting and preventing fraud, waste, and abuse. Subcontractor agrees, and shall require Provider to agree to train its staff on the aforesaid policies and procedures.

4.15 Outstanding Claim Information. In the event of termination of the Agreement, Subcontractor shall, and shall require Provider to promptly supply to United or its designee all information necessary for the reimbursement of any outstanding Medicaid claims.

4.16 Acknowledgement Regarding Funds. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that funds paid to Subcontractor and/or Provider under the Agreement are derived from State and federal funds pursuant to the State Contract. Subcontractor further acknowledges and agrees, and shall require Provider to acknowledge and agree that acceptance of such funds acts as acceptance of the authority of the Louisiana Legislative Auditor, or any successor agency, to conduct an investigation in connection with those funds. Subcontractor agrees, and shall require Provider to agree to cooperate fully with the Louisiana Legislative Auditor or its successor conducting the audit or investigation, including providing all records requested.

4.17 Electronic Health Records. Subcontractor shall, and shall require Provider to participate in LDH's endeavor to move toward meaningful use of Electronic Health Records. An "Electronic Health Record" is a computer-based record containing health care information.

4.18 Quality Assessment/Utilization Management Review. Subcontractor shall, and shall require Provider to adhere to the State Program's Quality Assessment and Performance Improvement (QAPI) program requirements, as outlined in the State Contract and the Quality Companion Guide, which are incorporated herein by reference and shall be furnished to Subcontractor and/or Provider upon request. Subcontractor shall, and shall require Provider to cooperate with United's QAPI and utilization management (UM) programs, which adhere to all LDH QAPI and UM program requirements. Subcontractor agrees, and shall require Provider to agree to participate and cooperate in any internal or external quality assessment review, utilization management, or grievance procedures established by United and/or the Department or its designee, whether such review or procedures are announced or unannounced.

4.19 Insurance. Before commencing the provision of services under the Agreement, Subcontractor shall, and shall require Provider to obtain, and maintain throughout the term of the Agreement: (a) Workers' Compensation Insurance for all of Subcontractor's and Provider's employees that provide services under the Agreement; and (b) all necessary liability and malpractice insurance coverage as is necessary to adequately protect Covered Persons and United under the Agreement. Subcontractor shall, and shall require Provider to furnish United with written verification of the existence of such coverage prior to execution of the Agreement. LDH and United shall be exempt from and in no way liable for any sums of money that may represent a deductible in any insurance policy maintained by Subcontractor and Provider; the payment of such a deductible shall be the sole responsibility of Subcontractor and/or Provider.

4.20 Licensing Requirements. Subcontractor represents, and shall require that Provider represent that it is currently licensed and/or certified under applicable State and federal statutes and regulations and by the appropriate Louisiana licensing body or standard-setting agency, as applicable. Subcontractor represents, and shall require that Provider represent that it is in compliance with all applicable State and federal statutory and regulatory requirements of the Medicaid program and that it is eligible to participate in the Medicaid program. Subcontractor represents, and shall require Provider to represent that it does not have a Medicaid provider agreement with the Department that is terminated, suspended, denied, or not renewed as a result of any action of the Department, CMS, HHS, or the Medicaid Fraud Control Unit of the Office of the Louisiana Attorney General. Subcontractor shall, and shall require Provider to maintain at all times throughout the term of the Agreement all necessary licenses, certifications, registrations and permits as are required to provide the health care services and/or other related activities delegated to Subcontractor and Provider by United under the Agreement. If at any time during the term of the Agreement, Subcontractor and/or Provider are not properly licensed as described in this Section, Subcontractor shall, and shall require Provider to discontinue providing services to Covered Persons. Claims for services performed during any period of noncompliance with these license requirements will be denied.

4.21 Ownership and Control Information. Subcontractor shall, and shall require Provider to comply with and submit to United disclosure of information in accordance with the requirements specified in 42 CFR Part 455, Subpart B (42 CFR §§ 455.100 – 106), as may be amended from time to time.

4.22 Subcontracts; Assignment. Subcontractor shall not, and shall ensure Provider does not enter into any subsequent agreements or subcontracts for any of the work or services contemplated under the Agreement, nor assign any of its duties or responsibilities under the Agreement, without the prior written consent of United.

4.23 Term; Service Standards. All services provided under the Agreement must be in accordance with the Louisiana Medicaid State Plan. Subcontractor and Provider shall provide such services to Covered Persons through the last day of the month that the Agreement is in effect. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that all final Medicaid benefit determinations are within the sole and exclusive authority of the Department or its designee.

4.24 Refusal Not Permitted. Subcontractor may not, and shall ensure Provider does not refuse to provide Medically Necessary or core preventative benefits and services specified under the State Contract to Covered Persons for non-medical reasons (except those services allowable under federal law for religious or moral objections). Notwithstanding this Section, Subcontractor and Provider shall not be required to accept or continue treatment of a Covered Person with whom Subcontractor and Provider feel Subcontractor and Provider cannot establish and/or maintain a professional relationship.

4.25 Data and Reports. Subcontractor shall, and shall ensure Provider submits to United all reports and clinical information which United or LDH may require for reporting purposes pursuant to the State Contract, including but not limited to encounter data, HEDIS, AHRQ and EPSDT data and reports, where applicable. Provider shall utilize LDH's Louisiana Immunization Network for Kids Statewide (LINKS) web-based immunization reporting system for the reporting of all adult and child vaccinations. As applicable, if United has entered into alternative reimbursement arrangements with Subcontractor and/or Provider (with prior approval by the Department), Subcontractor and Provider are required to submit all encounter data to the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims by United. NOTE: United is not allowed to enter into alternative reimbursement arrangements with FQHCs or RHCs.

4.26 Payment Submission. Subcontractor will, and will require Provider to promptly submit complete and accurate claims information required for payment and/or LDH-required reports. Subcontractor shall, and shall require Provider to submit claims for payment in accordance with the time frames specified in the Agreement, but in all cases no later than 365 days from the date of service.

If Provider discovers an error or a conflict with a previously adjudicated encounter claim, Subcontractor and/or Health Plan shall be required to adjust or void the encounter claim within fourteen (14) calendar days of notification by LDH or if circumstances exist that prevent Subcontractor and/or Health Plan from meeting this time frame a specified date shall be approved by LDH.

When Subcontractor has entered into an alternative reimbursement arrangement with Provider, all encounter data must comply with the same standards of completeness and accuracy as required for proper adjudication of claims by the Subcontractor.

4.27 Notice of Adverse Actions. Subcontractor shall, and shall require Provider to give United immediate notification in writing by certified mail of any litigation, investigation, complaint, claim or transaction that may reasonably be considered to have a material impact on Subcontractor's or Provider's ability to perform its obligations under the Agreement.

4.28 State Custody. Subcontractor is not permitted, and shall ensure Provider does not encourage or suggest, in any way, that Covered Persons be placed in State custody in order to receive medical or specialized behavioral health services covered by LDH.

4.29 Services. Subcontractor shall, and shall require Provider to perform those services set forth in the Agreement. Subcontractor represents, and shall require Provider to represent that the

services to be provided by Subcontractor and/or Provider pursuant to the Agreement are within the scope of Subcontractor's and/or Provider's practice.

4.30 Conflict of Interest. Subcontractor represents and covenants, and shall require Provider to represent and covenant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under the Agreement. Subcontractor further convents, and shall require that Provider covenants that, in the performance of the Agreement, it shall not employ any person having any such known interests.

4.31 Appeals and Grievances. Subcontractor shall, and shall require Provider to comply with United's process for Covered Person appeals and grievances, including emergency appeals, as set forth in the provider manual. This shall include but not be limited to the following:

(a) Assisting a Covered Person by providing appeal forms and contact information, including the appropriate address, telephone number and/or fax number for submitting appeals for United and/or State level review; and

(b) Displaying notices in public areas of Subcontractor's and/or Provider's facility(ies) of a Covered Person's right to appeal adverse actions affecting Covered Services in accordance with LDH's rules and regulations, subsequent amendments, and any and all consent decrees and court orders. United shall ensure that Subcontractor and/or Provider have correct and adequate supply of such public notices.

4.32 Penalties; Sanctions. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that LDH has the right to direct United to impose financial consequences against Subcontractor and/or Provider, as appropriate, for Subcontractor's or Provider's failure to comply with contractual and/or credentialing requirements, including but not limited to failure or refusal to respond to United's request for information, including credentialing information, or a request to provide medical records.

4.33 Primary Care Provider ("PCP") Linkages. If Provider is a PCP, Subcontractor shall require Provider to stipulate by signing an agreement that Provider's total number of Medicaid/CHIP members for the State Program will not exceed 2,500 lives per full-time physician or 1,000 lives per mid-level practitioner or physician extender up to a cap of 2,500 lives. Prior to executing an Agreement, Subcontractor, Provider and United shall specify the number of linkages United may link to Provider.

4.34 Birth Registration. As applicable, Subcontractor shall ensure Provider registers all births through LEERS (Louisiana Electronic Event Registration System) administered by the LDH/Vital Records Registry. Hospital Providers must notify United and LDH of the birth of a newborn when the mother is a member of United, complete the web-based LDH Request for Medicaid ID Number, including indicating that the mother is a member of United, and submit the form electronically to LDH.

4.35 Laboratory Services. If Provider performs laboratory services, Subcontractor shall ensure Provider meets all applicable State and federal requirements, including but not limited to 42 CFR

Sections 493.1 and 493.3, as may be amended from time to time. As applicable, if Provider performs any laboratory tests on human specimens for the purpose of diagnosis and/or treatment, Subcontractor shall require that Provider agrees to acquire and maintain the appropriate CLIA certification or waiver for the type of laboratory testing performed. Subcontractor shall further ensure Provider provides a copy of the certification if requested by United. A State authorized license or permit that meets the CLIA requirements may be substituted for the CLIA certificate pursuant to State law. Medicare and Medicaid programs require the applicable CLIA certification or waiver for the type of services performed as a condition of payment. Provider must include the appropriate CLIA certificate or waiver number on claims submitted for payment for laboratory services.

4.36 Compliance with Medicaid Laws and Regulations. Subcontractor agrees, and shall ensure Provider agrees to abide by the Medicaid laws, regulations and program instructions to the extent applicable to Subcontractor and Provider in Subcontractor's and/or Provider's performance of the Agreement. Subcontractor understands, and shall ensure Provider understands that payment of a claim by United or the State is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, federal requirements on fraud, waste and abuse, disclosure, debarment and exclusion screening), and is conditioned on the Subcontractor's and/or Provider's compliance with all applicable conditions of participation in Medicaid. Subcontractor understands and shall ensure Provider understands and agrees that each claim the Subcontractor and/or Provider submits to United constitutes a certification that the Subcontractor and/or Provider has complied with all applicable Medicaid laws, regulations and program instructions in connection with such claims and the services provided therein. Subcontractor's and/or Provider's payment of a claim may be temporarily suspended if the State or United provides notice that a credible allegation of fraud exists and there is a pending investigation.

4.37 Immediate Transfer. Subcontractor shall ensure Provider cooperates with United in the event an immediate transfer to another primary care physician or Medicaid managed care contractor is warranted if the Covered Person's health or safety is in jeopardy, as may be required under law.

4.38 Transition of Covered Persons. In the event of transitioning Covered Persons from other Medicaid managed care contractors and their provider, Subcontractor shall, and shall require Provider to work with United to ensure quality-driven health outcomes for such Covered Persons to the extent required by the State Contract or otherwise required by law.

4.39 Continuity of Care. Subcontractor shall, and shall ensure Provider cooperates with United and provide Covered Persons with continuity of treatment, including coordination of care to the extent required under law and according to the terms of the Agreement, in the event Subcontractor's and/or Provider's participation with United terminates during the course of a Covered Person's treatment by Subcontractor and/or Provider, except in the case of adverse reasons on the part of Subcontractor and/or Provider.

4.40 Advance Directives. Subcontractor shall, and shall ensure Provider complies with the advance directives requirements for hospitals, nursing facilities, providers of home and health

care and personal care services, hospices, and HMOs as specified in 42 CFR Part 49, subpart I, and 42 CFR § 417.436(d).

4.41 National Provider ID (NPI). If applicable, Subcontractor shall, and shall require Provider to obtain a National Provider Identification Number (NPI).

4.42 Non-Discrimination. In performance of obligations under the Agreement and in employment practices, Provider shall not exclude, deny benefits or otherwise subject to discrimination, any persons on the grounds of handicap, and/or disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state laws. In addition, Provider shall upon request show proof of such nondiscrimination compliance and shall post notices of nondiscrimination in conspicuous places available to all employees and applicants.

4.43 Homeland Security Considerations. In accordance with the State Contract, Provider shall perform all obligations under the Agreement within the boundaries of the United States. In addition, Provider will not hire any individual to perform any services under the Agreement if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.

4.44 Healthcare Oversight Agency Compliance. Subcontractor shall, and shall require Providers to comply, within a reasonable time, with any information, records or data request from any healthcare oversight agency, including the Louisiana Office of the Attorney General, Medicaid Fraud Control Unit (MFCU), related to any services provided under Louisiana's Medical Assistance Programs. This requirement shall be inclusive of contracts or subcontracts with entities that manage or coordinate certain benefits for Medicaid beneficiaries on behalf of United but do not directly provide the service to Medicaid beneficiaries. When requested by the MFCU the production of the information, records or data requested by the MFCU shall be done at no cost to the MFCU, and United, Subcontractor or Provider shall not require the MFCU to enter into any contract, agreement or memorandum of understanding to obtain the requested information, records or data. United, Subcontractor and/or Provider agree that the State Contract creates for the healthcare oversight agency an enforceable right for which the healthcare oversight agency can petition the court in the event of non-compliance with an information, records or data request.

SECTION 5
UNITED REQUIREMENTS

5.1 Termination, Revocation and Sanctions. In addition to its termination rights under the Agreement, United shall have the right to revoke any functions or activities United delegates to Subcontractor under the Agreement or impose other sanctions consistent with the State Contract if in United's reasonable judgment Subcontractor's performance under the Agreement is inadequate. United shall also have the right to suspend, deny, refuse to renew or terminate Subcontractor in accordance with the terms of the State Contract and applicable law and regulation.

SECTION 6

OTHER REQUIREMENTS

6.1 State Contract. All tasks performed under the Agreement shall be performed in accordance with the requirements of the State Contract, the applicable provisions of which are incorporated into the Agreement by reference. Nothing in the Agreement relieves United of its responsibility under the State Contract. If any requirement or provision of the Agreement or this Appendix is determined by LDH to conflict with the State Contract, the terms of the State Contract shall control and the terms of the Agreement or this Appendix in conflict with those of the State Contract shall be null and void. All other provisions of the Agreement and this Appendix shall remain in full force and effect.

6.2 Ongoing Monitoring. As required under the State Contract, United shall perform ongoing monitoring (announced or unannounced) of services rendered by Subcontractor under the Agreement and shall perform periodic formal reviews of Subcontractor according to a schedule established by the State, consistent with industry standards or State managed care organization laws and regulations or LDH requirements under the State Contract. As a result of such monitoring activities, United shall identify to Subcontractor any deficiencies or areas for improvement mandated under the State Contract and Subcontractor and United shall take appropriate corrective action. Subcontractor shall comply with any corrective action plan initiated by United and/or required by the Department. In addition, Subcontractor shall monitor and report the quality of services delivered under the Agreement and initiate a plan of correction where necessary to improve quality of care, in accordance with that level of care which is recognized as acceptable professional practice in the respective community in which United and Subcontractor practice and/or the performance standards established by LDH in the State Contract and LDH-issued guides.

6.3 Entire Agreement; Incorporation of Applicable Law; Modifications. The Agreement and its appendices, including this Appendix, contain all the terms and conditions agreed upon by the parties. The Agreement incorporates by reference all applicable federal and State laws or regulations and revisions of such laws or regulations shall automatically be incorporated into the Agreement as they become effective. In the event that revisions to any applicable federal or State law change the terms of the Agreement so as to materially affect either United or Subcontractor, the parties agree to negotiate such further amendments as may be necessary to correct any inequities. Except as otherwise provided herein or in the Agreement, no modification or change of any provision of the Agreement or this Appendix may be made unless such modification is incorporated and attached as a written amendment to the Agreement or Appendix and signed by United and Subcontractor. Additional procedures and criteria for any alteration, variation, modification, waiver, extension or early termination of the Agreement shall be as set forth in the Agreement.

6.4 Independent Contractor Relationship. Subcontractor expressly agrees that it is acting in an independent capacity in the performance of the Agreement and not as an officer or agent, express or implied, and/or employee of LDH or the State. Subcontractor further expressly agrees that neither the Agreement nor this Appendix shall be construed as a partnership or joint venture between Subcontractor and LDH or the State.

6.5 Utilization Management Compensation. In accordance with 42 CFR Part 438.210(e), the compensation paid to United or any individuals that conduct utilization management activities on behalf of United shall not be structured so as to provide incentives for the individual or United to deny, limit, or discontinue Medically Necessary services to any Covered Person.

6.6 Delegated Activities. Any activities delegated to Subcontractor by United shall be set forth in the Agreement or such other written delegation agreement or addendum between the parties. The Agreement or delegation agreement/addendum shall specify the activities and reporting responsibilities delegated to Subcontractor and provide for revoking delegation or imposing other sanctions if Subcontractor's performance is inadequate. Prior to delegating any activities to Subcontractor under the State Contract, United will evaluate Subcontractor's ability to perform such activities.

6.7 State Approval. United and Subcontractor acknowledge that LDH shall have the right to review and approve all subcontracts entered into for the provision of Covered Services under the State Contract. United will submit and obtain prior approval from LDH of all model subcontracts, including material modifications to previously approved subcontracts, for all care management providers. United and Subcontractor acknowledge and agree that, prior to execution, the Agreement is subject to the review and approval of LDH, as are any amendments or subsequent material modifications to the Agreement.

6.8 Dispute Resolution. Subcontractor and United agree to resolve any disputes that may arise between them in accordance with the terms of the Agreement. The parties agree that no dispute will disrupt or interfere with the provision of services to Covered Persons, including continuity of care should the Agreement be terminated.

6.9 Health Care-Acquired/Preventable Conditions. United and Subcontractor acknowledge and agree that United is prohibited from making payments to Subcontractor for the provision of medical assistance for health care-acquired conditions and other provider-preventable conditions as may be identified by LDH.

6.10 No Barriers to Access Covered Services. Neither United nor Subcontractor shall enter into any agreement that would implement barriers to access to Covered Services. United shall monitor Subcontractor's compliance with this requirement and will implement a corrective action plan within thirty (30) days if Subcontractor's compliance is determined to be inadequate. Failure to comply with this requirement will be considered a breach of the Agreement.

6.11 Payment. The method and amount of compensation paid to Subcontractor for performance of services under the Agreement and the name and address of the official payee to whom payment shall be made shall be as set forth in the Agreement. United and Subcontractor acknowledge and agree that the Agreement shall not contain terms for reimbursement at rates less than the published Medicaid fee-for-service rate in effect on the date of service unless a Subcontractor -initiated request has been submitted to and approved by LDH. United shall not propose to Subcontractor reimbursement rates that are less than the published Medicaid fee-for-service rate. United shall pay ninety percent (90%) of all clean claims of each provider type, within fifteen (15) business days of the date receipt. United shall pay ninety-nine (99%) of all clean claims of each provider type, within thirty (30) calendar days of the date of receipt. The

date of receipt is the date the United receives the claim, as indicated by its date stamp on the claim. The date of payment is the date of the check or other form of payment. United and Subcontractor may, by mutual agreement, establish an alternative payment schedule. Any alternative schedule must be stipulated in the Agreement. As applicable, United shall reimburse FQHCs/RHCs the PPS rate in effect on the date of service for each encounter. If a third party liability exists, payment of claims shall be determined in accordance with federal and/or State third party liability law and the terms of the State Contract. Unless United otherwise requests assistance from Subcontractor, United will be responsible for third party collections in accordance with the terms of the State Contract.

6.12 Provider Discrimination Prohibition. In accordance with 42 CFR 438.12 and 438.214(c), United shall not discriminate with respect to the participation, reimbursement or indemnification of a provider who is acting within the scope of such provider's license or certification under applicable State law, solely on the basis of such license or certification. Further, United shall not discriminate with respect to the participation, reimbursement or indemnification of any provider who serves high-risk Covered Persons or specializes in conditions requiring costly treatments. This provision shall not be construed as prohibiting United from limiting a provider's participation to the extent necessary to meet the needs of Covered Persons. This provision also is not intended and shall not interfere with measures established by United that are designed to maintain quality of care practice standards and control costs.

6.13 Provider-Covered Person Communication. United shall not prohibit or otherwise restrict Provider, when acting within the lawful scope of practice, from advising or advocating on behalf of a Covered Person who is Provider's patient for any the following:

(a) The Covered Person's health status, medical care, or treatment options for the Covered Person's condition or disease, including any alternative treatment that may be self-administered, regardless of whether benefits for such care or treatment are provided under the State Contract;

(b) Any information the Covered Person needs in order to decide among all relevant treatment options;

(c) The risks, benefits, and consequences of treatment or non-treatment; or

(d) The Covered Person's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

6.14 No Restrictions on Other Contracts. Nothing in the Agreement or this Appendix shall be construed to prohibit or restrict Subcontractor from entering into a contract with another Health Plan or other managed care entity.

6.15 No Contracting with Exclusive Subcontractor. United shall not have a contract arrangement with any subcontractor provider in which the subcontractor represents or agrees that

it will not contract with another Health Plan or in which the United represents or agrees that United will not contract with another subcontractor.

6.16 No Suggestion of Exclusivity. United shall not advertise or otherwise hold itself out as having an exclusive relationship with any service subcontractor.