

**Smiles for Children Program
Administered by DENTAQUEST, LLC
DENTAL PROVIDER SERVICE AGREEMENT**

THIS AGREEMENT, effective as of the date executed by DentaQuest, ("Effective Date"), is made between THE VIRGINIA DEPARTMENT OF MEDICAL ASSISTANCE SERVICES, (hereinafter referred to as "DMAS") and DENTAQUEST, LLC (hereinafter referred to as "DentaQuest") and _____ (hereinafter referred to as "Provider").

(Entity Name as appears on W-9)

On the Effective Date, this Agreement supersedes and replaces any existing agreements between the parties relating to the provision of dental services to Members.

RECITALS

WHEREAS, DentaQuest is a limited liability company qualified to do business in Virginia, which has as its primary objective the delivery of dental services to Members of the "Smiles For Children" program, operated under the direction of DMAS;

WHEREAS, Provider, has an unrestricted license to practice dentistry in the Commonwealth of Virginia and desires to provide dental services pursuant to the terms and conditions of this Agreement;

WHEREAS, DMAS, DentaQuest and Provider desire to enter into this agreement in order to facilitate streamlined administration of the agreement and to comply with requirements of federal and state law;

NOW, THEREFORE, in consideration of the above and the promises hereinafter contained, the parties hereby agree as follows:

1. **DEFINITIONS** As used in this Agreement, the following terms shall have the following respective meanings. All other capitalized terms used herein but not defined shall have the meanings set forth in the Agreement.
 - (a) "Agreement": This Agreement between DentaQuest acting on behalf of the "Smiles For Children" program and Provider, including all attachments hereto.
 - (b) "Appeal Procedure": The process whereby a Provider exercises their right to contest verbally or in writing any adverse action taken by DentaQuest to deny, reduce, terminate, delay or suspend a Covered Service.
 - (c) "Covered Service": A dental health care service or supply, including those services covered through the Early and Periodic, Screening, Diagnosis, and Treatment (EPSDT) program that satisfies all of the following criteria:
 - (1) is medically necessary;
 - (2) is covered under the "Smiles For Children" program ;
 - (3) is provided to an enrolled Member by a Participating Provider; and
 - (4) is the most appropriate supply or level of care that is consistent with professionally recognized standards of dental practice within the service area and applicable policies and procedures.
 - (d) "DMAS": The Virginia Department of Medical Assistance Services.
 - (e) "Emergency Services": Covered dental services furnished by a qualified provider that are needed to evaluate or stabilize an emergency medical condition that is found to exist using the prudent layperson standard.

- (f) “EPSDT”: The Early and Periodic Screening, Diagnosis and Treatment program for persons (under age 21) refers to the early and periodic screening, diagnosis and treatment of enrollees under age 21 made pursuant to 42 U.S.C. Sections 1396a(a)43, 1396d(a) and (r) and 42 C.F.R. Part 441, Subpart B to ascertain children’s individual physical and mental illness and conditions discovered by the screening services, whether or not such services are covered.
- (g) “Member or Enrollee”: Any individual who is eligible to receive Covered Services provided for under the “*Smiles For Children*” program.
- (h) “The Commonwealth”: The Commonwealth of Virginia.
- (i) “Claim”: Means any bill or claim made by or on behalf of an enrollee or the Dentist to DentaQuest under the agreement for payment for Dental Services under the *Smiles for Children* program
- (j) “Clean Claim”: Means a claim that can be processed without obtaining additional information from the provider of the service or from a third party. It does not include a claim from a provider who is under investigation for fraud or abuse, or a claim under review for medical necessity.
- (k) “Participating Provider or Provider”: A dental professional or facility, including Provider Dentist, that has a written participation agreement in effect with DMAS and DentaQuest, to provide dental services to members of the “*Smiles for Children*” program.
- (l) “Provider Dentist”: A Doctor of dentistry, duly licensed and qualified under the laws of the Commonwealth of Virginia, who practices as a shareholder, partner, or employee of Provider.
- (m) “Smiles For Children”: The name of the dental program provided to Virginia Medicaid, FAMIS and FAMIS Plus enrollees, administered by DentaQuest, under the direction of DMAS.
- (n) “Usual and Customary”: The fee that an individual dentist most frequently charges the general public for a given dental service.

2. **SERVICES**

- (a) Provider agrees to provide necessary and appropriate dental services within the scope of their licensure to eligible “*Smiles For Children*” members. Provider agrees, warrants and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Provider on the grounds of disability, age, race, color, religion, sex, national origin, economic status, payment source, or any other classification protected by Federal, Commonwealth of Virginia constitutional, or statutory law.
- (b) Provider agrees to comply with all applicable federal and state laws relating to non-discrimination and equal employment opportunity, including the Civil Rights Act of 1964, regulations issued pursuant to that Act and provision of Executive Order 11246 dated September 26, 1965, as well as the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Provider agrees to ensure that all services are provided in a culturally competent manner and are accessible to all members including those with limited English proficiency, limited reading skills, hearing incapacity, or those with diverse cultural and ethnic backgrounds. Provider agrees to make available professional interpreter services available to an enrollee when such services are necessary in the judgment of the treating professional or requested by the enrollee. Provider agrees to provide physical and program accessibility of dental services to persons with physical and sensory disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by any applicable DHFS regulations (45 C.F.R. Part 84) of CMS regulation (42 C.F.R. Parts 417 and 434) and all guidelines and interpretations issued pursuant thereto.

- (c) Provider may designate the extent to which he/she will participate in the Smiles For Children program, ie; Provider may set panel size maximum. Provider shall notify DentaQuest of any such limitations. Within the restrictions of (a) and (b) above, Provider may constitute their panel in accordance with any objective measure. Providers are not obligated under this Agreement to provide services to any Medicaid recipient who does not meet the criteria for inclusion in the Provider's designated panel.
- (d) Provider may not refuse to provide necessary and appropriate dental services to eligible "Smiles for Children" Members covered under this Agreement for medical or non-medical reasons. However, Provider shall not be required to accept or continue treatment of a Member with whom Provider feels he/she cannot establish and/or maintain a professional relationship, or is beyond the scope of Provider's expertise or ability.
- (e) Provider may render Emergency Services to "Smiles for Children" Members without the requirement of an authorization.
- (f) Provider agrees that under reasonable, routine circumstances, appointment times shall be the usual and customary not to exceed six (6) weeks for regular appointments and forty-eight (48) hours for urgent care. Wait times shall not exceed forty-five (45) minutes.

3. COMPENSATION Provider agrees:

- (a) Provider agrees to accept "Smiles For Children" reimbursement amounts established by DMAS and provided in Attachment A for services provided under this Agreement between Provider and DentaQuest to "Smiles For Children" enrollees. Provider shall not solicit or accept any surety or guarantee of payment from Member in excess of the amount of applicable co-payments
- (b) Except as expressly allowed herein, that in no event including, but not limited to non-payment or insolvency of DentaQuest or any breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons acting on their behalf for services provided pursuant to this Agreement. Provider further agrees that this provision shall survive the termination of the Agreement regardless of the cause, giving rise to termination.
- (c) That they shall hold the "Smiles for Children" Members harmless and shall not bill the Member for non-covered services if the services are not covered as a result of any error or omission by Provider.
- (d) A Provider shall be permitted to charge an eligible "Smiles For Children" Member for dental services which are not covered services only if the Member knowingly elects to receive the services and enters into an agreement in writing to pay for such services prior to receiving them. Non-covered services include: services not covered under the "Smiles For Children" plan; services for which pre-authorization has been denied and deemed not medically necessary; and services which are provided out-of-network.

4. SUBMISSION OF CLAIMS Provider shall submit claims for "Smiles for Children" dental services to DentaQuest in a manner and format prescribed by DMAS and DentaQuest. The preferred method of claims submission is via electronic means. Provider agrees to accept electronic payment and electronic remittance if/when available. Participating Providers shall submit claims on a standard ADA claim form or in a format that has been approved by DentaQuest in advance for all Covered Services, which claims must be received by DentaQuest not more than 180-days after the date on which those services are rendered. Claims received by DentaQuest after this 180-day period shall be denied for payment. Participating Providers shall submit claims using the most recent medical service codes and procedures listed in the Current Dental Terminology (CDT-5). Participating Provider shall code all bills in a manner, which accurately reflects the services performed.

(a) DentaQuest will pay claims submitted by any dentist or on any dentists behalf that participates in the “*Smiles for Children*” program within 30 days of receipt of the claim except where DentaQuest’s obligation to pay the claim is not reasonably clear due to the existence of a reasonable basis supported by specific information available for review by the person submitting the claim that:

1. DentaQuest has determined that the claim is not a clean claim due to a good faith determination or dispute regarding (i) the manner in which the claim form was completed or submitted, (ii) the eligibility of a person for coverage, (iii) the responsibility of another carrier for all or part of the claim, (iv) the amount of the claim or the amount currently due under the claim (v) the benefits covered, or (vi) the manner in which services were accessed or provided; or the claim was submitted fraudulently.
2. DentaQuest will pay a claim if DentaQuest has previously authorized the dental services or has advised a dentist or enrollee in advance that the provision of dental services are medically necessary and a covered benefit, unless:
 - i. The documentation for the claim provided by the person submitting the claim clearly fails to support the claim as originally authorized; or
 - ii. DentaQuest’s refusal is because (i) another payer is responsible for the payment, (ii) the Dentist has already been paid for the dental services identified on the claim, (iii) the claim was submitted fraudulently or the authorization was based in whole or in part on erroneous information provided to DentaQuest by the dentist, member, or other person not related DentaQuest, (iv) the person receiving the dental services was not eligible to receive them on the date of service and DentaQuest did not know, and with the exercise of reasonable care could not have known, of the person’s eligibility status.
 - iii. The date of service is outside of 90 days of the date of authorization approval, and Provider has not requested an extension of such authorization.
3. DentaQuest will only consider an adjustment to a previously submitted claim if it is re-submitted within 12 months after the original claim was paid. DentaQuest will not pay a claim or make an adjustment submitted after the end of these timely filing periods.

5. **COMPLIANCE WITH “Smiles for Children” PROTOCOLS** Provider agrees to comply with any and all policies, rules and regulations of the “*Smiles for Children*” program as they may exist from time to time including credentialing standards established by DMAS and DentaQuest, the timeliness of claims submission, prior approval processes for certain dental procedures and network rules. Provider agrees to refer patients that require covered specialty services (oral surgery, endodontics, prosthetics, pediatrics, periodontics, and orthodontics) that Provider does not perform only to dental specialists designated by DentaQuest or DMAS to provide such services.

6. **INSURANCE** Provider shall procure and maintain all necessary liability, worker’s compensation and malpractice insurance consistent with Virginia State requirements. Provider shall provide evidence of such coverage to DentaQuest upon the execution of this Agreement and thereafter as requested by DentaQuest or DMAS.

7. **QUALIFICATION PROVIDER WARRANTS AND REPRESENTS:**

- (a) That they are licensed to practice dentistry in the Commonwealth of Virginia, and that they will maintain such license in good standing and will provide “Smiles for Children” a copy of said license upon execution of this Agreement.

- (b) That they possesses the education, skills, training, physical and mental health status, and other qualifications necessary to provide quality dental patient care.
- (c) That they will provide dental care, which meets or exceeds the average standard of care for dentists practicing in the region and will comply with all standards for dentists as established by any State or Federal law or regulation.
- (d) That they will comply with continuing education standards promulgated by the Commonwealth of Virginia, Dental Examining Board.
- (e) That they will mail to DentaQuest, upon request, a copy of State licensure and DEA certification (if applicable). Provider agrees to forward such information no later than thirty (30) days after request is received from DentaQuest.
- (f) That they will cooperate and provide information necessary to meet DentaQuest and DMAS credentialing standards.
- (g) If Provider performs laboratory services, that all applicable requirements of the Clinical Laboratory Improvement Act of 1988 (“CLIA”) must be met.

8. DENTAL RECORDS and RE-EVALUATION Provider agrees:

- (a) To cooperate and provide DentaQuest and/or DMAS, or any external review organization approved by DMAS and/or any organization authorized by statute to investigate violations within the Medicaid, FAMIS or FAMIS Plus program with access to Member’s dental records for the purposes of quality assessment, service utilization and quality improvement or investigation of Member complaints or grievances. The Provider further agrees to provide such information, including but not limited to encounter, utilization, referral and other data, that DentaQuest may require to be submitted to it for compliance with its own data reporting requirements or as required by DMAS.
- (b) To cooperate with the re-evaluation of their credentials at such intervals as DentaQuest or DMAS shall determine.
- (c) That DentaQuest and DMAS shall have the right to evaluate through inspection, whether announced or unannounced, or by other means, any records pertinent to this Agreement including quality, appropriateness and timeliness of services, and such evaluation, when performed, shall be performed with the cooperation of the Provider. Upon request, Provider shall assist in such reviews including but not limited to the provision of complete copies of dental/medical records.
- (d) That should a Member cease to seek services from Provider, Provider shall make available upon request, at no cost to the Member or Member’s new dental provider, a copy of all the Member’s dental/medical records.
- (e) That any and all Member records will be maintained the greater of a period not less than five (5) years or the minimum required by the State, from the termination of this Agreement, and retained further if such records are under review or audit until such review or audit is complete. Said records shall be made immediately available for fiscal audit, medical audit, medical review, utilization review and other periodic monitoring upon request of authorized representatives of DentaQuest or DMAS.
- (f) To allow Members and their authorized representatives access to and copies of the Members' medical records to the extent and in the manner provided by law.
- (g) Provider shall safeguard all information about Members according to applicable state and federal laws and regulations. All material and information, in particular information relating to Members or

potential Members, which is provided to or obtained by or through Provider's performance under this Agreement, whether verbal, written, tape, or otherwise, shall be reported as confidential information to the extent confidential treatment is provided under state and federal laws. Provider shall not use any information so obtained in any manner except as necessary for the proper discharge of his/her obligations and securement of his/her rights under this Agreement. Neither DentaQuest, DMAS nor Provider shall share confidential information with a Member's employer absent the Member's consent for such disclosure. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") relating to the exchange of information and shall cooperate with DentaQuest and DMAS in its efforts to ensure compliance with the privacy regulations promulgated under HIPAA and other related privacy laws. Provider and DentaQuest further agree that, to the extent HIPAA or such implementing regulations require amendment(s) hereto, Provider and DentaQuest shall conduct good faith negotiations to amend this Agreement.

9. IMMUNITY Provider agrees:

- (a) That any act, communication, report, recommendation, or disclosure, with respect to the Provider, performed or made in good faith and without malice and at the request of any authorized representative of "*Smiles for Children*" program, for the purpose of achieving and maintaining quality dental patient care shall be privileged to the fullest extent permitted by law.
- (b) That there shall be, to the fullest extent permitted by law, absolute immunity from civil liability arising from any such act, communication, report, recommendation or disclosure, even where the information involved would otherwise be deemed privileged.
- (c) That such immunity shall apply to all acts, communication, reports, recommendations, or disclosures performed or made in connection with "*Smiles for Children*" program's activities related, but not limited to:
 - (1) Applications for Dental Provider Service Agreements.
 - (2) Periodic reappraisals of Dental Provider Service Agreements.
 - (3) Corrective action, including termination by DentaQuest or DMAS of Dental Provider Service Agreement.
 - (4) Dental care evaluations.
 - (5) Utilization review, and,
 - (6) Other "*Smiles for Children*" activities related to quality patient care and professional conduct.
- (d) That the acts, communications, reports, recommendations, and disclosures referred to in this Section 9, may relate to a Provider's professional qualifications, clinical competency, character, mental or emotional stability, physical condition, ethics, or any other matter that might directly or indirectly have an effect on dental patient care.

10. ADMINISTRATIVE Provider agrees:

- (a) To comply with the DentaQuest and DMAS Quality of Care standards set forth in the Office Reference Manual.
- (b) That DentaQuest shall monitor the quality of services delivered under Agreement and initiate corrective action where necessary to improve quality of care, in accordance with that level of dental care which is recognized as acceptable professional practice in the respective community in which the provider practices and/or the standards established by DMAS. Provider agrees they will comply with corrective actions plans initiated by DentaQuest and/or DMAS.
- (c) To promptly disclose to DentaQuest any information regarding their professional capacity that may or could have a detrimental impact on DMAS, DentaQuest or Member.

- (d) Provider understands that any and all changes in the Provider's legal and contractual relationship to and with Provider's clinic partners, who are also party to this Agreement must be communicated in writing to DentaQuest, or DentaQuest and/or DMAS may elect to terminate this Agreement pursuant to the termination provisions herein.
- (e) To cooperate in providing for effective implementation of the provisions of DentaQuest's dental insurance contracts relating to the coordination of benefits and other third-party claims.

11. PROVIDER DENTIST

- (a) Provider shall supply all information requested by “*Smiles for Children*” program for the purpose of credentialing Provider Dentists, and Provider Dentists must be approved for participation by DentaQuest in writing before rendering Covered Services to Members. Providers must consent to a criminal background check including fingerprints if requested.
- (b) Provider Dentist shall have the rights and obligations provided in the Agreement, and understands that certain provisions of the Agreement shall also be individually binding on Provider Dentists, and that DentaQuest and/or DMAS may require performance of all provisions by Provider Dentist. Provider Dentist also understands that DentaQuest, DMAS, and Provider may amend the Agreement without right or review by or approval of Provider Dentist.
- (c) Provider Dentist agrees to look solely to Provider for reimbursement of Covered Services, where Provider is designated as payee pursuant to Agreement, as applicable.

12. **PROVIDER LISTING** Provider agrees, that “*Smiles for Children*” may list him/her as a participating dental provider by telephone number, name, office hours, identification of Virginia license, office address, and panel status in its provider directories and similar documents.

13. INDEMNIFICATION

- (a) DentaQuest and Provider agree that if either party is without fault and is held liable for the acts of the other arising out of the rendering or failure to render professional services, their rights to indemnity or contribution as provided by the applicable laws for the Commonwealth of Virginia may be pursued in accordance with such laws.
- (b) Provider shall indemnify and hold harmless the Commonwealth of Virginia as well as its officers, agents and employees (hereinafter the “Indemnified Parties”) from all claims, losses or suits incurred by or brought against the Indemnified Parties as a result of the failure of Provider to comply with the terms of the Provider Agreement.
- (c) Provider shall indemnify and hold harmless the Indemnified Parties as well as their officers, agents and employees from all claims or suits which may be brought against the Indemnified Parties for infringement of any laws regarding patents or copyrights which may arise for Provider’s performance under the Provider Agreement. In any such action brought against the Indemnified Parties, Provider shall satisfy and indemnify the Indemnified Parties for the amount of any final judgment for infringement.

14. RESOLUTIONS AND DISPUTES

- (a) If a dispute arises between the parties involving a contention by one party that the other has failed to perform its obligations and responsibilities under this Agreement, then the party making such contention shall promptly give notice to the other. Such notice shall set forth in detail, the basis for the party’s contention, and shall be sent by Certified Mail-Return Receipt Requested. The other party shall within thirty (30) calendar days of receipt of the notice provide a written response seeking to satisfy the party that gave notice regarding the matters as to which notice was given. Following such

response, or the failure of the second party to respond to the complaint of the first party within thirty (30) calendar days, if the party that gave notice of dissatisfaction remains dissatisfied, then the party shall so notify the other party and the matter shall be promptly submitted to inexpensive and binding arbitration or request review by an independent review organization.

- (b) Participating Providers that disagree with determinations made by the DentaQuest dental directors may submit a written Notice of Appeal to DentaQuest that specifies the nature and rationale of the disagreement. This notice *and* additional support information must be sent to DentaQuest at the address below within 30 days from the date of the original determination to be reconsidered by DentaQuest's Virginia Peer Review Committee.

DentaQuest, LLC
Attention: Utilization Management/Provider Appeals
12121 N. Corporate Parkway
Mequon, WI 53092

All notices received shall be submitted to DentaQuest's Virginia Peer Review Committee for review and reconsideration. The Committee will respond in writing with its decision to the Provider. Upon completion of the DentaQuest appeal process, the Participating provider may appeal to the Department of Medical Assistance Services (DMAS). The appeal must be in writing and sent to DMAS within 30 days from the final appeal decision letter from DentaQuest. Appeals to DMAS must be sent to the following address:

Director
Appeals Division
Department of Medical Assistance Services
600 East Broad Street
Suite 1300
Richmond, VA 23219

15. TERM AND TERMINATION

- (a) Term. This Agreement shall begin on the Effective Date and shall remain in effect unless terminated in accordance with the terms of this Agreement.
- (b) Events upon Termination. In the event of termination of the agreement between DentaQuest and the Commonwealth of Virginia for the provision of services under the "Smiles For Children" Program, this Agreement may be terminated immediately and Provider shall make available upon request, to DMAS, or its designated representative, in a useable form, a copy of any or all records, whether medical, dental or financial, related to Provider's activities undertaken pursuant to this Agreement. The provision of such records shall be at no expense to the DMAS or DentaQuest.
- (c) Termination. This Agreement may be terminated as follows:
 - (1) By DentaQuest or Provider, without cause, upon 30 days prior written notice.
 - (2) By either party, in the event of a material breach of this Agreement by the other party, upon 90 days prior written notice to the other party.
 - (3) By DentaQuest or DMAS immediately upon Provider's death, loss or suspension of licensure or certification, upon conviction of or otherwise plead guilty to a felony; or loss of liability insurance, failure to cooperate with DentaQuest in the provision of cost-effective, quality services to Members; failure to cooperate with and abide by the provisions of DentaQuest's quality assurance, credentialing, utilization management, or Member grievance systems, or is determined by DentaQuest or DMAS to be harming Members or engaging in Fraud,
 - (4) By Provider upon written notice to DentaQuest 30 days prior to the effective date of any amendment made to this Agreement pursuant to Section 16 (c).

16. MISCELLANEOUS

- (a) The relationship created hereunder is one of an independent contract and not one of employment or agency.
- (b) This Agreement is not an exclusive contract and DentaQuest may contract with other providers of dental services. Provider may contract with other dental plans. This Agreement shall be regarded as confidential and its terms or contents shall not be disclosed to any other party, except the legal or financial representative of Provider, without the consent of DentaQuest.
- (c) DentaQuest and/or DMAS may amend or restate this Agreement by sending a copy of the proposed amendment or restated agreement to Provider at least thirty (30) days prior to its effective date. If Provider does not object to the implementation of such amendment or restated agreement within such thirty (30) day notice period, Provider shall be deemed to have accepted the proposed amendment or restated agreement as of the end of the thirty (30) day notice period. In the event Provider objects within the thirty (30) day notice period, by providing written notice to DentaQuest, the parties shall confer in good faith to reach agreement. If such agreement cannot be reached, either DentaQuest or Provider may terminate this Agreement as specified herein.
- (d) The waiver by either party of a breach of violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- (e) This Agreement incorporates by reference all applicable federal and state laws, regulations, guidelines and court orders. The revision of any applicable federal or state laws, regulations, guidelines or court orders shall automatically be incorporated into this Agreement, as they become effective. In the event that changes in the Agreement as a result of revisions and applicable federal or state laws, regulations, guidelines or court orders materially affect the position of either party, DentaQuest and Provider agree to negotiate such further amendments as may be necessary to correct any inequities. The invalidity or unenforceability of any term of condition shall in no way affect the validity or enforceability of the remainder of this Agreement.
- (f) DentaQuest or DMAS may assign this Agreement immediately upon written notice to Provider. Provider must obtain DentaQuest's and DMAS' prior written consent to assign this Agreement.
- (g) This Agreement, which includes the affixed Attachments, represents the entire agreement between the Parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings between them. In the event any requirement in this Agreement is inconsistent with a term in a controlling contract between DentaQuest and a government payor, including, but not limited to, DMAS, such requirement shall be null and void and all other provisions shall remain in full force and effect.
- (h) Any notices required to be given pursuant to the terms and provision hereof shall be sent by mail, addressed to DentaQuest at:

DentaQuest, LLC
Smiles for Children Program
Attn: Provider Information
12121 North Corporate Parkway
Mequon, WI 53092

and to the Provider at the address below or as he/she may otherwise notify DentaQuest in writing.

- (i) All words used herein in the singular number shall extend to and include the plural. All words used in the plural numbers shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- (j) The Provider acknowledges and agrees that nothing in the Agreement shall be construed to limit: (a) the authority of DentaQuest or DMAS to ensure the Provider's participation in and compliance with Smiles for Children Program's quality assurance, utilization management, member grievance and other systems and procedures; (b) DMAS authority to monitor the effectiveness of DentaQuest's systems and procedures or the extent to which DentaQuest adequately monitors any function delegated to a subcontractor, or to require DentaQuest to take prompt corrective action regarding quality of care or Member grievances and complaints; or (c) DentaQuest's or DMAS' authority to sanction or terminate a Provider found to be providing inadequate or poor quality care or failing to comply with DentaQuest's systems, standards or procedures as stated herein.
- (k) DentaQuest shall make every effort to maintain accurate information; however, DentaQuest shall not be held liable for any damages directly or indirectly due to typographical errors. The Provider agrees to immediately notify DentaQuest of any errors found on remittance statements.

IN WITNESS WHEREOF, the parties hereto have executed this "Smiles for Children" Provider Agreement on the date written below:

Provider/Clinic Name & Address

DENTAQUEST, LLC

Name _____

Address _____

Phone _____

Tax ID _____

Group NPI #: _____

BY: _____
(Signature)

BY: _____
Steve Pollock
Chief Operating Officer

BY: _____
(Please Print or Type Name)

DATE: ____/____/____

DATE: ____/____/____

PROVIDER DENTISTS
(Please Type or Print)

Please list the name of all individual dentists providing services under the terms of this Agreement.

Dentist Name

Specialty

****THIS PAGE IS INTENTIONALLY LEFT BLANK****

**ATTACHMENT A
DENTAL PANEL REIMBURSEMENT**

1.00 Provider Reimbursement

- 1.01 Provider shall be paid the lesser of billed charges, or 100% of the current “*Smiles for Children*” program fee schedule attached hereto as ATTACHMENT A-1 for the provision of Medically Necessary Covered Services to Members who are served through the Smiles For Children program.
- 1.02 Orthodontic procedures require pre-authorization. The maximum payment on a comprehensive case is \$3,509.22. A comprehensive case requires a handicapping malocclusion determined by a minimum Salzmann index score of 25. All adjustments shall be submitted to DentaQuest electronically, or on a standard ADA claim form. Quarterly Adjustments shall be submitted every ninety (90) days. Final adjustments shall be noted as such on the final claim submission for de-banding payment. Cases shall be paid out as follows:

D8660	Case Records (for denied cases only)	\$200.00
D8080	Banding fee submitted with claim for payment	\$1,403.70
D8670	Quarterly Adjustments submitted with claims (3 Max.)	\$701.84

2.00 Utilization Review and Control

- 2.01 DMAS and DentaQuest must provide for continuing review and evaluation of the care and services paid through Title XIX and XXI funds in accordance with Title 42 Code of Federal Regulations, Parts 455 and 456. Therefore, DentaQuest will routinely conduct compliance reviews to ensure that services provided to recipients are medically necessary and appropriate and are provided in accordance with Federal and State regulations, DMAS policy, and the provider’s licensure. Providers will be required to refund payments if they are found to have billed contrary to law, regulation, or DMAS/DentaQuest policy or failed to maintain adequate documentation to support their claims. Providers have the right to appeal these review findings in accordance with the procedures described in Section 14 (b) of this agreement.
- 2.02 Provider agrees that DentaQuest can adjust future payments or request Provider refund an amount equal to any payment made to Provider in error by DentaQuest including but not limited to an overpayment, duplicate payment, an ineligible member or for any other reason for which payment should not have initially been made.
- 2.03 Subject to its own discretion, DentaQuest and/or DMAS may periodically investigate instances of suspected fraud or abuse.

3.00 Interpreter Services

- 3.01 Provider shall be reimbursed by DentaQuest for professional interpreter services performed at the provider’s office only upon submission of billed charges. Provider must submit documentation of the services provided and reimbursement. Interpreter resources are available on the DMAS website under *Smiles for Children* located at www.dmas.virginia.gov. When utilizing an interpreter who is not on the resource list, the provider must attach a copy of the professional interpreter’s business license with the payment request. The following elements must be included in the documentation: Date of Service, Patient Name and ID number, copy of invoice from the professional interpreter service vendor to show name, address and telephone number of vendor, the type and length of service and the amount paid. Providers must submit request for payment to DentaQuest Corporate Office located at the address listed below:

DentaQuest, LLC
12121 N. Corporate Parkway
Mequon, WI 53092

****THIS PAGE IS INTENTIONALLY LEFT BLANK****

**ATTACHMENT A-1
SMILES FOR CHILDREN
SCHEDULE OF ALLOWABLE FEES**

****PLEASE REFER TO OFFICE REFERENCE MANUAL ON DENTAQUEST'S WEBSITE FOR COVERED SERVICES****

Code	Description	Fee	Code	Description	Fee
D0120	periodic oral evaluation	\$20.15	D2791	crown - full cast base metal	\$500.00
D0140	limited oral evaluation-problem focused	\$24.83	D2792	crown - full cast noble metal	\$500.00
D0145	oral evaluation under 3 years of age	\$20.15	D2794	crown - titanium	\$500.00
D0150	comprehensive oral evaluation	\$31.31	D2910	recement inlay	\$43.46
D0160	detailed and extensive oral eval-problem focused, by report	\$31.31	D2915	recement cast or prefabricated post and core	\$43.46
D0180	comprehensive periodontal evaluation	\$31.31	D2920	recement crown	\$43.46
D0210	intraoral-complete series (including bitewings)	\$71.91	D2929	prefabricated porcelain/ceramic crown-primary tooth	\$136.93
D0220	intraoral-periapical-1st film	\$11.18	D2930	prefabricated steel crown - primary tooth	\$136.93
D0230	intraoral-periapical-each additional film	\$11.18	D2931	prefabricated steel crown-permanent tooth	\$136.93
D0240	intraoral - occlusal film	\$12.27	D2932	prefabricated resin crown	\$128.22
D0250	extraoral - first film	\$47.19	D2933	prefabricated steel crown with resin window	\$179.88
D0260	extraoral-each additional film	\$42.94	D2934	prefabricated esthetic coated stainless steel crown - primary tooth	\$179.88
D0270	bitewing - single film	\$11.18	D2940	sedative filling	\$40.98
D0272	bitewings - two films	\$20.15	D2950	core buildup, including any pins	\$110.27
D0273	bitewing - three films	\$24.00	D2951	pin retention - per tooth in addition to restoration	\$19.87
D0274	bitewings - four films	\$27.60	D2952	cast post and core in addition to crown	\$123.06
D0330	panoramic film	\$53.99	D2954	prefabricated post and core in addition to crown	\$110.27
D0340	cephalometric film	\$72.02	D2962	labial veneer (porc laminate) - laboratory	\$362.06
D0470	diagnostic casts	\$52.15	D2970	temporary crown (fractured tooth)	\$70.00
D1110	prophylaxis - adult	\$47.19	D3110	pulp cap - direct (excluding final restoration)	\$18.41
D1120	prophylaxis - child	\$33.52	D3120	pulp cap - indirect (excluding final restoration)	\$18.41
D1206	topical fluoride varnish	\$20.79	D3220	therapeutic pulpotomy (excluding final restoration)	\$83.19
D1208	topical application of fluoride	\$20.79	D3221	gross pulpal debridement, primary and permanent teeth	\$67.49
D1351	sealant - per tooth	\$32.28	D3230	pulpal therapy (resorbable filling) - anterior, primary tooth	\$165.65
D1510	space maintainer-fixed-unilateral	\$137.84	D3240	pulpal therapy (resorbable filling) - posterior, primary tooth	\$208.59
D1515	space maint-fixed-bilateral	\$228.49	D3310	endodontic therapy, anterior (exc final rest)	\$375.00
D1520	space maintainer-removable-unilateral	\$137.84	D3320	endodontic therapy, bicuspid (exc final restore)	\$430.00
D1525	space maintainer-removable-bilateral	\$228.49	D3330	endodontic therapy, molar(excluding final restore)	\$679.00
D1550	recementation space maintainer	\$53.40	D3346	retreatment of previous root canal therapy-anterior	\$431.25
D1555	removal of fixed space maintainer	\$43.46	D3347	retreatment of previous root canal therapy-bicuspid	\$494.50
D2140	amalgam - one surface, primary or permanent	\$59.38	D3348	retreatment of previous root canal therapy-molar	\$780.85
D2150	amalgam - two surfaces, primary or permanent	\$75.53	D3351	apexification/recalcification - initial visit	\$92.03
D2160	amalgam - three surface, primary or permanent	\$89.18	D3352	apexification/recalcification - interim medication replacement	\$61.35
D2161	amalgam - four surfaces, primary or permanent	\$100.36	D3353	apexification/recalcification - final visit	\$404.91
D2330	resin-1 surface, anterior	\$74.28	D3410	apicoectomy/periradicular surgery - anterior	\$278.17
D2331	resin-2 surfaces, anterior	\$89.18	D3421	apicoectomy/periradicular surgery-bicuspid	\$278.17
D2332	resin-3 surfaces, anterior	\$115.27	D3425	apicoectomy/periradicular surgery-molar 1st	\$278.17
D2335	resin-4+ surfaces or involving incisal angle (anterior)	\$132.66	D3426	apicoectomy/periradicular surgery (each root)	\$122.70
D2390	resin-based composite crown, anterior	\$158.38	D3430	retrograde filling - per root	\$61.35
D2391	resin-based composite - 1 surface, posterior	\$74.28	D4210	gingivectomy or gingivoplasty - per quadrant	\$340.26
D2392	resin-based composite - 2 surfaces, posterior	\$89.18	D4211	gingivectomy or gingivoplasty, per tooth	\$200.00
D2393	resin-based composite - 3 surfaces, posterior	\$115.27	D4240	gingival flap procedure, including root planing - per quadrant	\$340.25
D2394	resin-based composite - 4 or more surfaces, posterior	\$127.70	D4249	clinical crown lengthening-hard tissue	\$300.00
D2644	onlay-porcelain/ceramic-4+surfaces	\$500.00	D4260	osseous surgery (including flap entry and closure) - per quadrant	\$527.77
D2710	crown - resin (laboratory)	\$244.64			
D2720	crown-resin with high noble metal	\$500.00			
D2721	crown-resin with base metal	\$500.00			
D2722	crown - resin with noble metal	\$500.00			
D2740	crown-porcelain/ceramic substrate	\$500.00			
D2750	crown-porcelain fused to high noble	\$500.00			
D2751	crown-porcelain fused to metal	\$500.00			
D2752	crown-porcelain fused noble metal	\$500.00			
D2790	crown-full cast high noble	\$500.00			

Code	Description	Fee	Code	Description	Fee
D4261	osseous surgery (including flap entry and closure) - 1-3 teeth, per quadrant	\$368.04	D6245	prosthodontics fixed, pontic - porcelain/ceramic	\$500.00
D4263	bone replacement graft-1st quadrant site	\$218.00	D6250	pontic-resin with high noble metal	\$500.00
D4264	bone replacement graft - each additional site in quadrant	\$109.00	D6251	pontic-resin with base metal	\$500.00
D4270	pedicle soft tissue graft procedure	\$244.64	D6252	pontic-resin with noble metal	\$500.00
D4273	subepithelial connective tissue graft procedure	\$398.71	D6545	retainer - cast metal fixed	\$293.56
D4320	provision splinting - intracoronal	\$146.52	D6548	prosthodontics fixed, retainer - porcelain/ceramic for resin bonded fixed prosthodontic	\$293.56
D4321	provision splinting - extracoronal	\$257.06	D6710	crown - indirect resin based composite	\$500.00
D4341	periodontal scaling and root planing, per quadrant	\$93.14	D6720	crown-resin with high noble metal	\$500.00
D4342	periodontal scaling and root planing - 1-3 teeth, per quadrant	\$49.08	D6721	crown-resin with base metal	\$500.00
D4355	debridement	\$78.28	D6722	crown-resin with noble metal	\$500.00
D4910	periodontal maintenance procedures	\$62.09	D6740	prosthodontics fixed, crown - porcelain/ceramic	\$500.00
D5110	complete denture - maxillary	\$674.85	D6750	crown-porce fused high noble	\$500.00
D5120	complete denture - mandibular	\$674.85	D6751	crown-porcelain fused to metal	\$500.00
D5130	immediate denture - maxillary	\$674.85	D6752	crown-porce fused noble metal	\$500.00
D5140	immediate denture - mandibular	\$674.85	D6790	crown-full cast high noble	\$500.00
D5211	maxillary partial denture-resin base	\$660.65	D6791	crown - full cast base metal	\$500.00
D5212	mandibular partial denture-resin base	\$660.65	D6792	crown - full cast noble metal	\$500.00
D5213	maxillary part denture - cast metal framework with resin bases	\$742.34	D6794	crown - titanium	\$500.00
D5214	mandibular partial denture - cast metal framework with resin bases	\$742.34	D6930	reccement fixed partial denture	\$63.33
D5225	maxillary partial denture-resin base	\$660.65	D7111	coronal remnants - erupted or exposed root extraction - erupted or exposed root	\$18.41
D5226	mandibular partial denture-resin base	\$660.65	D7140	extraction - erupted or exposed root	\$69.00
D5281	removable unilateral partial denture - one piece cast metal	\$273.99	D7210	surgical removal erupted tooth requiring elevation of mucoperiosteal flap	\$128.00
D5410	adjust complete denture - maxillary	\$32.28	D7220	removal of impacted tooth-soft tissue	\$154.00
D5411	adjust complete denture - mandibular	\$32.28	D7230	removal of impacted tooth-partially bony	\$213.00
D5421	adjust partial denture-maxillary	\$19.87	D7240	removal of impacted tooth-completely bony	\$247.00
D5422	adjust partial dent- mandibular	\$19.87	D7241	removal of impacted tooth-completely bony, with unusual surgical complications	\$266.00
D5510	repair broken complete denture base	\$83.19	D7250	surgical removal of residual tooth roots	\$128.00
D5520	replace missing or broken teeth - complete denture (each tooth)	\$68.29	D7260	oroantral fistula closure	\$382.38
D5610	repair resin denture base	\$83.19	D7261	primary closure of a sinus perforation	\$184.02
D5620	repair cast framework	\$120.47	D7270	tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	\$337.43
D5630	repair or replace broken clasp	\$115.48	D7280	surgical exposure of impacted or unerupted tooth for orthodontic reasons	\$271.00
D5640	replace broken teeth-per tooth	\$109.27	D7282	mobilization of erupted or malpositioned tooth to aid eruption	\$125.42
D5650	add tooth to existing partial denture	\$95.63	D7283	placement of device to facilitate eruption of impacted tooth	\$99.00
D5660	add clasp to existing partial denture	\$115.48	D7285	biopsy of oral tissue - hard (bone, tooth)	\$81.95
D5730	reline complete maxillary denture (chair)	\$202.39	D7286	biopsy of oral tissue - soft (all others)	\$81.95
D5731	reline complete mandibular denture (chair)	\$202.39	D7288	brush biopsy - transepithelial sample collection	\$61.35
D5740	reline maxillary partial denture(chair)	\$103.06	D7291	transseptal fiberotomy, by report	\$28.22
D5741	reline mandibular partial denture (chair)	\$103.06	D7310	alveoloplasty in conjunction with extractions per quadrant	\$101.84
D5750	reline complete maxillary denture (laboratory)	\$237.14	D7311	alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$49.08
D5751	reline complete mandibular denture (laboratory)	\$237.14	D7320	alveoloplasty not in conjunction with extractions - per quadrant	\$171.38
D5760	reline maxillary partial denture (laboratory)	\$146.52	D7321	alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$85.88
D5761	reline mandibular partial denture (laboratory)	\$146.52	D7450	removal of odontogenic cyst or tumor - lesion diameter up to 1.25cm	\$142.14
D5850	tissue conditioning, maxillary	\$125.00	D7451	removal of odontogenic cyst or tumor - lesion greater than 1.25cm	\$161.01
D5851	tissue conditioning,mandibular	\$125.00	D7460	removal of nonodontogenic cyst or tumor - lesion diameter up to 1.25cm	\$142.14
D5860	overdenture - complete, by report	\$674.85	D7471	removal of exostosis - per site	\$171.38
D5861	overdenture - partial, by report	\$674.85	D7472	removal of torus palatinus	\$245.40
D5951	feeding aid	\$391.41	D7473	removal of torus mandibularis	\$171.38
D6205	pontic - indirect resin based composite	\$500.00			
D6210	pontic - cast high noble metal	\$500.00			
D6211	pontic-cast base metal	\$500.00			
D6212	pontic - cast noble metal	\$500.00			
D6214	pontic - titanium	\$500.00			
D6240	pontic-porcelain fused-high noble	\$500.00			
D6241	pontic-porcelain fused metal	\$500.00			
D6242	pontic-porcelain fused-noble metal	\$500.00			

Code	Description	Fee	Code	Description	Fee
D7485	surgical reduction of osseous tuberosity	\$171.38	D8693	rebonding or recementing fixed retainer	\$43.46
D7510	incision and drainage of abscess - intraoral soft tissue	\$31.04	D9110	palliative (emergency) treatment of dental pain - minor procedure	\$48.43
D7511	incision and drainage of abscess - intraoral soft tissue - complicated (includes drainage of multiple fascial spaces)	\$68.00	D9220	general anesthesia - first 30 minutes	\$128.00
D7880	occlusal orthotic device, by report	\$391.41	D9221	general anesthesia - each additional 15 minutes	\$64.00
D7910	suture small wounds up to 5 cm	\$118.72	D9230	analgesia, anxiolysis, inhalation of nitrous oxide	\$33.74
D7911	complicated suture-up to 5 cm	\$155.31	D9241	intravenous sedation/analgesia - first 30 minutes	\$110.00
D7912	complex suture - greater than 5cm	\$187.34	D9242	intravenous sedation/analgesia - each additional 15 minutes	\$50.00
D7960	frenulectomy-separate procedure	\$340.26	D9248	non-intravenous conscious sedation	\$110.00
D7963	frenuloplasty	\$368.04	D9310	consultation	\$83.19
D7970	excision of hyperplastic tissue - per arch	\$163.90	D9420	hospital call	\$64.56
D7971	excision of pericoronal gingiva	\$86.92	D9440	office visit - after regularly scheduled hours	\$32.28
D7972	surgical reduction of fibrous tuberosity	\$163.90	D9610	therapeutic drug injection, by report	\$19.87
D8020	limited orthodontic treatment of the transitional dentition	\$331.57	D9612	therapeutic drug injection - 2 or more medications by report	\$39.74
D8030	limited orthodontic treatment of the adolescent dentition	\$331.57	D9630	other drugs and/or medicaments, by report	\$19.87
D8040	limited orthodontic treatment of the adult dentition	\$331.57	D9910	application of desensitizing medicament	\$32.28
D8080	comprehensive orthodontic treatment of the adolescent dentition	\$1,403.70	D9920	behavior management, by report	\$68.50
D8210	removable appliance therapy	\$202.46	D9930	treatment of complications (post-surgical) - unusual circumstances, by report	\$33.52
D8220	fixed appliance therapy	\$245.88	D9940	occlusal guard, by report	\$200.00
D8660	pre-orthodontic treatment visit	\$200.00	D9951	occlusal adjustment - limited	\$48.43
D8670	periodic orthodontic treatment visit (as part of contract)	\$701.84	D9952	occlusal adjustment - complete	\$82.00
D8680	orthodontic retention (removal of appliances)	\$150.00	D9971	odontoplasty 1-2 teeth; includes removal of enamel projections	\$18.41
D8691	repair of orthodontic appliance	\$75.00	D9999	approved hospital cases	\$153.25
D8692	replacement of lost or broken retainer	\$125.00			

****THIS PAGE IS INTENTIONALLY LEFT BLANK****

**AUTHORIZATION TO HONOR DIRECT AUTOMATED CLEARING HOUSE (ACH) CREDITS
DISBURSED BY DENTAQUEST, LLC**

INSTRUCTIONS

1. Complete all parts of this form.
 2. Execute all signatures where indicated. If account requires counter signatures, both signatures must appear on this form.
 3. **IMPORTANT:** Attach voided check from checking account.
-

MAINTENANCE TYPE:

_____ Add
_____ Change (Existing Set Up)
_____ Delete (Existing Set Up)

ACCOUNT HOLDER INFORMATION:

Account Number: _____

Account Type: _____ Checking
_____ Personal _____ Business (choose one)

Bank Routing Number:

Bank Name: _____

Account Holder Name: _____

Effective Start Date: _____

As a convenience to me, for payment of services or goods due me, I hereby request and authorize **DentaQuest, LLC** to credit my bank account via Direct Deposit for the (agreed upon dollar amounts and dates.) I also agree to accept my remittance statements online and understand paper remittance statements will no longer be processed.

This authorization will remain in effect until revoked by me in writing. I agree you shall be fully protected in honoring any such credit entry.

I understand in endorsing or depositing this check that payment will be from Federal and State funds and that any falsification, or concealment of a material fact, may be prosecuted under Federal and State laws.

I agree that your treatment of each such credit entry, and your rights in respect to it, shall be the same as if it were signed by me. I fully agree that if any such credit entry be dishonored, whether with or without cause, you shall be under no liability whatsoever.

Date

Print Name

Phone Number

Signature of Depositor (s) (As shown on Bank records for the account, which this authorization applicable.)

Legal Business/Entity Name (As appears on W-9 submitted to DentaQuest)

Tax Id (As appears on W-9 submitted to DentaQuest)



Please attach your VOIDED check here



NAME _____ 0123
 ADDRESS _____
 CITY, STATE ZIP _____ 01-2345/6789

DATE _____

PAY TO THE ORDER OF _____ \$

BANK NAME _____ DOLLARS
 ADDRESS _____
 CITY, STATE ZIP _____

FOR _____

⑆012345678⑆ 01234567890123⑆ 0123

Bank Routing Number Bank Account Number Check Number

Legal Business/Entity Name: _____

Tax ID Number _____