

DENTAL HEALTH ALLIANCE, L.L.C. DENTIST GUIDE

Addendum for

Federally Facilitated Exchanges

The following provisions apply, as required by federal law, when providing treatment to Eligible Persons with dental benefits purchased through a federally facilitated exchange ("Exchange"). In the event of any inconsistency between the provisions of this Exchange Addendum ("Addendum") and the terms of any other section of this Dentist Guide or the terms of the Agreement, the provisions of this Addendum will control. In the event of any inconsistency with applicable law, the provisions of such law will apply.

1. **Non-Discrimination.** In addition to the requirements in section 3(g) of the Agreement, Dentist shall not discriminate in the provision of dental services to Eligible Persons on the basis of any protected status, including race, age, color, national origin, ancestry, religion, sex (as further defined in 45 CFR § 156.200) marital status, disability, or any factor that is related to dental status. Factors related to dental status include, but are not limited to, the Eligible Person's medical condition, claims experience, medical history, evidence of insurability or genetic information.
2. **Appointment Availability.** Routine appointments for non-emergency or non-urgent dental care shall be available for Eligible Persons within 30 days of the Eligible Person's request. Emergency care shall be available for DHA Eligible Persons within 24 hours.
3. **Requirements for Delegation by DHA.** If a Qualified Health Plan, as defined by 45 CFR § 155.20, (QHP) issuer delegates activities or obligations to DHA, and DHA sub-delegates any of those activities or obligations to Dentist, the sub-delegation must comply with the terms and conditions of this Addendum, all applicable laws and regulations, and Oversight Agency requirements and instructions. "Oversight Agency" means the Department of Health and Human Services, the Office of the Inspector General, and any government agency that has authority and jurisdiction over DHA and/or the services contemplated by this Addendum. "Oversight Agency" also include any designee of an Oversight Agency.
 - 3.1 DHA and Dentist agree that any such sub-delegation will be in writing and will include the requirements below:
 - a. Is executed between DHA and Dentist.
 - b. Describes the services and the responsibilities of DHA and Dentist.
 - c. Requires at least semi-annual reporting to DHA.
 - d. Include a provision that permits DHA, Oversight Agency, or relevant Exchange authority access to Dentist's records, documents, and systems in accordance with 45 CFR 156.340 (b)(4)-(5).
 - e. Describes the process by which DHA will regularly evaluate Dentist's performance and includes Dentist's acknowledgment and agreement that DHA retains the right to perform evaluation and oversight of Dentist and that DHA will review or audit the Dentist if deemed necessary by DHA or if required by an Oversight Agency or applicable law.
 - f. Describes the remedies available under the agreement and includes Dentist's acknowledgment and agreement that DHA retains the right to revoke its approval for Dentist to perform delegated activities and reporting standards at any time, including in instances where an Oversight Agency or the QHP issuer determines that the parties have not performed satisfactorily.

- 4. Requirements for Delegation by Dentist.** If a QHP delegates activities or obligations to DHA, and DHA sub-delegates any of those activities or obligations to Dentist, Dentist shall not further sub delegate to a third party (“Delegated Entity”) without obtaining DHA’s prior written consent.
- 4.1** Sub-delegation by Dentist must comply with the terms and conditions of this Addendum, all applicable laws and regulations, and Oversight Agency requirements and instructions.
- 4.2** Dentist agrees that DHA may request certain documents and information from Dentist before approving any delegation to ensure that Dentist will maintain appropriate oversight over Delegated Entity and Delegated Entity is capable of performing such delegated services. This shall include but not be limited to a plan for adequate oversight of Delegated Entity prior to any delegation and annually thereafter.
- 4.3** Dentist will provide DHA with documentation of a written delegation agreement between Dentist and Delegated Entity that includes the requirements below:
- a. Is executed between Dentist and Delegated Entity.
 - b. Describes the services and the responsibilities of Dentist and Delegated Entity.
 - c. Requires at least semi-annual reporting to Dentist.
 - d. Include a provision that permits Dentist, Oversight Agency, or relevant Exchange authority access to Delegated Entity’s records, documents, and systems in accordance with 45 CFR 156.340 (b)(4)-(5).
 - e. Describes the process by which Dentist will regularly evaluate Delegated Entity’s performance and includes Delegated Entity’s acknowledgment and agreement that Dentist retains the right to perform evaluation and oversight of Delegated Entity and that Dentist will review or audit Delegated Entity if deemed necessary by Dentist or if required by an Oversight Agency or applicable law.
 - f. Describes the remedies available under the agreement and includes Delegated Entity’s acknowledgment and agreement that Dentist retains the right to revoke Its approval for Delegated Entity to perform delegated activities and reporting standards at any time, including in instances where an Oversight Agency or the QHP issuer determines that the parties have not performed satisfactorily.
- 4.4** Any sub-delegation by Dentist shall not relieve Dentist of any of its obligations. Dentist’s obligations under this Addendum shall apply equally a Delegated Entity with respect to any activities and obligations that are sub-delegated to such Delegated Entity. Dentist shall take reasonable steps to cause any Delegated Entity to comply with the terms of this Addendum. Dentist agrees that Dentist will be responsible for the acts and omissions of Delegated Entity as if they were the acts and omissions of Dentist.
- 4.5** Dentist acknowledges and agrees that DHA may revoke its approval of a Delegated Entity performing activities or obligations at any time, for any reason, by providing Dentist written notice.