EXHIBIT K-1 (K-2 or K-3, as applicable)

MY HEALTH LA DENTAL CARE SERVICES
DESCRIPTION OF SERVICES
FUNDING, BILLING, AND PAYMENT
(Effective December, 2018)

1.0 Dental Care Services

Contractor shall provide outpatient Dental Care Services to MHLA Participants for the prevention, detection, and treatment of dental problems, including dental support services, charting to dental records, and administrative management. Unless rates are frozen pursuant to Section 5.0, Contractor shall bill and be paid in accordance with the State's Denti-Cal Program approved codes and published Schedule of Maximum Allowances (SMA) rates, without regard to any supplemental payments in effect at the time of service, except those codes that require prior authorization or are restricted. Such codes requiring prior authorizations or which are restricted are not covered by the Program except for those listed on Attachment I – MHLA Dental Approved Pre-Authorization Codes.

2.0 Dental Care Pharmacy

Contractor shall be responsible for prescribing and providing medically indicated pharmaceutical services or supplies, prescription medications, and over-the-counter medications required in conjunction with Dental Care Services to MHLA Participants. Contractor shall use the Department's approved Drug Formulary for the MHLA Program, which shall be provided to Contractor pursuant to the MHLA Agreement. Contractor may prescribe drugs beyond what is listed in the Formulary upon prior authorization from DHS, pursuant to the MHLA Agreement. Contractor may also counsel patients on non-prescription therapeutic interventions whenever feasible, for example exercise, weight loss, and smoking cessation. Contractor shall participate in all Patient Assistance Programs ("PAPs"), or assist the Department in participating in all PAPs pursuant to the MHLA Agreement.

3.0 Dental Service Sites

Contractor shall provide Dental Care Services to MHLA Participants at only the approved sites listed in Exhibit J, MHLA Site Profile. Contractor shall inform Director in writing at least forty-five (45) calendar days prior to adding or relocating Dental Care Services at an approved Clinic Site. The addition or relocation of Dental Care Services at an approved Clinic Site may only be affected after obtaining Director's written approval. The deletion of Dental Care Services at an approved Clinic Site requires the Contractor to notify the Department consistent with Paragraph 8.38, Notices, of the Agreement at least ninety (90) days prior to the deletion of Dental Care Services at an approved Clinic Site.

4.0 Patient Eligibility and Documentation

Contractor shall provide Dental Care Services to patients who are enrolled in the MHLA program in accordance with Paragraph 2.20, Eligible Person, of the Agreement, and

Exhibit A, Statement of Work-Subsection III D - Eligibility and Enrollment Requirements, E - Redeterminations/Re-Enrollment, and F – Dis-Enrollment. Documentation must be maintained in accordance with Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Agreement.

5.0 Records and Audits

Contractor shall keep clear records of the Dental Participants served hereunder, including the Dental Care Service(s) provided. Contractor shall record such information on a regular basis and retain same in accordance with Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Agreement, so that if requested, Contractor will be able to provide such information for the duration of Agreement and for a period of ten (10) years after date of service or five (5) years after contract termination, whichever is later.

6.0 Personnel

Prior to the commencement date of this Agreement, Contractor shall provide to Director a full listing of its then current Staff providing Dental Care Services under this Agreement, in accordance with subparagraph 9.4.10.3, Provider Roster, of the Agreement. Contractor may not add any new dentists and dental hygienists without prior written notice to Director in accordance with the Agreement. Contractor must also provide written notice to Director of any dentist that is no longer available to provide services under this Agreement within thirty (30) calendar days of the change.

7.0 Performance Improvement

Contractor shall participate in County activities to improve performance across the Dental Care Services program. As reasonable, this may include performance meetings with individual Contractors, peer review meetings, the review and development of new policies and procedures as it relates to dental care, and the provision of information, as needed.

8.0 Clinic Capacity, Open/Closed Status for New Patients, Access Standards

Contractors will be surveyed a maximum of twice monthly by the Department to determine whether there are any changes to the Clinic's open/closed status based on their capacity. Capacity is defined by the number of days that a new Dental Participant must wait before he or she can obtain a non-urgent Dental Care Services appointment at the Clinic Site. A Clinic Site is considered to have capacity if the Clinic Site could schedule a non-urgent Dental Care Services appointment within ninety (90) calendar days. A Clinic Site does not have capacity if the Clinic Site could not schedule a non-urgent Dental Care Services appointment within ninety (90) calendar days. A Clinic Site with capacity shall be considered "open" to new Dental Participants. A Clinic Site without capacity shall be considered "closed" to new Dental Participants.

Contractor shall make available to Dental Participants same or next day appointments for Participants whose dental condition requires them to be seen outside of a scheduled appointment.

Contractor shall inform the Department within twenty-four (24) hours if a Clinic Site no longer has the capacity to accept new Dental Participants. Contractor shall notify the Department of its intent to reopen its Clinic to new Dental Participants.

A Clinic Site's open or closed status will determine whether a Clinic Site is open to accept a referral of an Eligible Person from the Department. Any Clinic Site that is "open" to new Dental Participants must be uniformly open to Eligible Persons regardless of whether the Eligible Person presents as a walk-in or is referred from the Department. The Contractor shall not refuse to accept a Department-referred Eligible Person unless (a) the Clinic Site is "closed" to new Dental Participants, or (b) the Clinic does not have the clinical capability to care for the Eligible Person, as determined by Contractor's physician who shall attest that the Contractor does not have the clinical capability to render appropriate care to the Eligible Person. Such attestation shall be in writing, signed by the physician, include a detailed explanation as to why care cannot be rendered, and submitted to the Department within twenty-four (24) hours of the referral by the Department. The Department shall provide to Contractor the complete protocol for Patient Referral through a future PIN process.

A closure to new Eligible Persons must apply uniformly to all Eligible Persons. This means that a Clinic Site or Mobile Clinic may not be open to providing Dental Care Services to some new Eligible Persons, but not others. Clinic Sites and Mobile Clinics shall provide services to their existing Dental Participants even if they are closed to new Eligible Persons. Contractor shall not close its practice to its existing Dental Participants.

At no time shall Contractor be permitted to design or deploy programs in such a manner as to exclude or disadvantage Dental Participants or to advantage patients with third-party payors or financial means.

9.0 **Payment Rates**

Dental Care payments shall be limited only to those dental visit codes, procedures and SMA rates established by the State of California's Denti-Cal Program on the date of service without regard to any supplemental payments. Such codes requiring prior authorization or which are restricted are not covered by the Program except for those listed on Attachment I – MHLA Dental Approved Pre-Authorization Codes.

10.0 **Payments Process for Fee-For-Service Compensation**

10.1 Contractor shall invoice the Department, in arrears, for each dental visit performed in the prior month. The invoices shall contain the information specified from time to time by Department, but shall, at a minimum, identify each Dental Participant receiving services, the service received, and the price of such service in accordance with those dental visit codes, procedures and SMA rates established by the State of California's Denti-Cal Program on the date of service without regard to any supplemental payments.

10.2 Contractor shall submit, as directed by the Department, monthly invoices to the Department by the 15th calendar day of the month following the month of service.

10.3 County Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

10.4 Contractor's invoice shall only be approved for payment if Contractor (a) is not in default under the terms of this or any agreement with County; (b) has met all financial obligations under the terms of this and any prior agreements with County; and (c) the invoice has been received and accepted by County.

11.0 Patient Billings

Contractor shall not bill any Dental Participants who are receiving services hereunder, but may accept voluntary donations from those Participants or their families, provided that such donations are not linked to the receipt of services nor are a condition of receipt of service hereunder. In the event that Contractor determines that a Dental Participant is eligible for services hereunder, but that the Dental Participant requires services not provided by the Denti-Cal Program, and therefore, not reimbursable pursuant to this Agreement, Contractor shall be permitted to charge that Dental Participant for any and all services rendered in accordance with Contractor's customary policies, procedures and practices pertaining to the provision of its dental services.

12.0 Electronic or Manual Billing

12.1 Contractor shall submit to Department's Claims Adjudicator data elements substantially similar to those found on the dental Billing Form(s) heretofore approved by Director. Contractor shall use its best efforts to submit claims to Department's Claims Adjudicator electronically within thirty (30) days of the service date. In no event shall Contractor submit new, appealed, and corrected claims later than sixty (60) days after the service date. Claims submitted later than this timeframe will be rejected and will not be paid. Such data shall be submitted electronically for each visit provided to a Dental Participant monthly in arrears. Contractor shall not bill for Dental Care Services if the Dental Participant is eligible for Denti-Cal and/or Medi-Cal, or if the Participant has any other dental insurance of any kind.

12.2 If electronic billing between Contractor and Department's Claims Adjudicator is not operational, Contractor shall use its best efforts to submit claims to Department's Claims Adjudicator manually using the Billing Form(s) completed in duplicate within thirty (30) days of the service date. In no event shall Contractor submit new, appealed, and corrected claims later than sixty (60) days after the service date. Claims submitted later than this timeframe will be rejected and will not be paid. All manual information must be submitted on a Billing Form, as approved by Director. Contractor shall retain one billing copy for its own records and shall forward the original billing copy to the Department's Claims Adjudicator. Contractor shall not bill for Dental Care Services if the Dental Participant is eligible for Denti-Cal and/or Medi-Cal, or if the Participant has any other dental insurance of any kind.

13.0 County's Manual Reprocessing of Contractor's Denied and Canceled Claims

If claims were denied or canceled through no fault of County or Department's Claims Adjudicator, and solely through the fault of Contractor, Contractor shall, at the County's sole discretion, pay County the appropriate County contract, per-claim fee billed County by Department's Claims Adjudicator. County shall not charge the processing fee to the Contractor in those instances where County cannot conclusively determine which party is at fault for the denial or the cancellation. Contractor shall be advised by Director, by means of a PIN, of the current fee charged to County. The County may, at its sole discretion, recoup payment due from Contractor for denied or canceled claims by requesting payment from Contractor, which repayment shall be remitted forthwith by Contractor to County by check made payable to the County of Los Angeles, or by withholding such amount from the usual monthly payment for Contractor's services under this Agreement as an off-set.

14.0 **Billing Guidelines**

Contractor shall follow the billing guidelines contained in this Exhibit and as set forth in any PIN, which shall be provided to Contractor as necessary according to the process set forth in this Agreement. Addresses, both electronic and U.S. mailing, for billing of County shall be provided to Contractor prior to the commencement of services hereunder through a PIN.

ATTACHMENT I
MHLA Dental Approved Pre-Authorization Codes

CDT-4	DESCRIPTION
D2710	Crown-resin (indirect)
D2721	Crown-resin with predominantly base metal
D2740	Crown-porcelain/ceramic substrate
D2751	Crown-porcelain fused to predominantly base metal
D2781	Crown-3/4 cast predominantly base metal
D2791	Crown-full cast predominately base metal
D3310	Anterior (excluding final restoration)
D3320	Bicuspid (excluding final restoration)
D3330	Molar (excluding final restoration)
D4341	Periodontal scaling & root planing-4 or >contiguous teeth or bounded teeth spaces per quad
D4342	Periodontal scaling & root planing-1 to 3 teeth per quadrant
D4999	Unspecified periodontal procedure, by report
D5110	Complete denture-maxillary
D5120	Complete denture-mandibular
D5211	Maxillary partial denture-resin base (including any conventional clasps, rests and teeth)
D5212	Mandibular partial denture-resin base (including any conventional clasps, rests and teeth)
D5213	Maxillary partial denture-cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)
D5214	Mandiblar partial denture-cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)