

**SUPPLEMENT TO THE PARTICIPATING DENTIST AGREEMENT
MEDICARE ADVANTAGE REGULATORY AMENDMENT OF THE PROGRAM REQUIREMENTS
FOR PARTICIPATION IN DELTA DENTAL'S PPO AND PREMIER NETWORKS**

This Supplement (hereinafter the "Supplement") to the Participating Dentist Agreement (hereinafter the "Agreement") is made a part of and supplements the Agreement entered into by provider and Delta Dental of Tennessee, Inc. ("Delta Dental")¹. Dentist agrees that in addition to the terms and conditions and Program Requirements as defined and set forth in the Agreement with Delta Dental of Tennessee, Dentist will comply with the following regulatory requirements for any Enrollees that are covered under a Delta Dental Medicare Advantage dental plan. Please note, as identified below some additional regulatory requirements may only apply to certain types of dental plans.

1. Dentist agrees to comply with all applicable Medicare Advantage program and/or contractual requirements, reporting requirements, laws, regulations or instructions, the Medicare Advantage Provider Manual and any other applicable state and federal laws and regulations, as may be amended from time to time, including, without limitation: (1) applicable provisions of federal criminal law, (2) the False Claims Act (31 U.S.C 3729, et. seq.), (3) the anti-kickback statute (section 1128B(b) of the Social Security Act), (4) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") administrative simplification rules at 45 CFR parts 160, 162, and 164; (5) Title VI of the Civil Rights Act of 1964, (6) the Age Discrimination Act of 1975, (7) the Americans with Disabilities Act, (8) the Rehabilitation Act of 1973; and (9) any reporting requirements to Centers for Medicare and Medicaid Services ("CMS") under 42 C.F.R. § 422.310, to the extent applicable. [42 C.F.R. § 422.504 (i)(4)(v)]
2. Dentist's performance of services under the Agreement and this Supplement shall be consistent and in compliance with Delta Dental's contractual obligations under its Medicare Advantage contract(s). Dentist agrees to cooperate with and assist Delta Dental in its efforts to comply with its Medicare Advantage contract(s) and/or Medicare Advantage rules and regulations and to assist Delta Dental in complying with corrective action plans necessary for Delta Dental to comply with such rules and regulations. Dentist further agrees that nothing in the Agreement or this Supplement shall be construed as relieving Delta Dental of its responsibility for performance of duties agreed to through its Medicare Advantage contracts existing now or entered into in the future with CMS.
3. Dentist acknowledges that Delta Dental has delegated to Dentist responsibility to provide the services set forth in Delta Dental's Program Requirements. Dentist agrees that he/she may only delegate such responsibilities to another individual or entity upon prior written approval from Delta Dental of a subcontract between Dentist and such provider that: (1) requires the provider to comply with the terms and conditions of the Agreement and this Supplement; (2) specifies the delegated activities and reporting responsibilities applicable to the provider; (3) provides for termination of the subcontract upon notice that the provider failed to comply with the Agreement or this Supplement; and (4) notifies the provider that the performance of the Agreement and this Supplement is monitored by Delta Dental on an ongoing basis. Dentist acknowledges that Delta Dental, its health partners and/or CMS have the responsibility of monitoring the parties' obligations under this Supplement. [42 C.F.R. § 422.504 (i)(4) and (5)]
4. Delta Dental will make available to, and Dentist agrees to comply with, any applicable policies and procedures relating to its Medicare program. In addition, Dentist agrees to complete on an annual basis Delta Dental's Fraud, Waste and Abuse & Compliance Training as well as any other training that may be required. Dentist agrees to report any actual or suspected compliance concerns or fraud, waste and abuse to Delta Dental. Dentist further agrees to cooperate with the activities and/or requests of any independent quality review and improvement organization utilized by and/or under contract with Delta Dental as related to the provision of services to Medicare Advantage Members.
5. Dentist will comply with the confidentiality and Enrollee record accuracy requirements, including: (1) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Enrollees to the records and information that pertain to them. Dentist will safeguard Enrollee's privacy and confidentiality and ensure the accuracy of Enrollee's health records. Provider further

¹ Delta Dental of Tennessee, Inc. is referred to as "Company" within the Agreement and is used interchangeably with Delta Dental for the purpose of this Supplement.

agrees to safeguard the privacy of any information that identifies a particular Enrollee and have procedures that specify: (i) for what purposes the information will be used within the Dentist's organization; and (ii) to whom and for what purposes it will disclose the information outside the Dentist's organization. [42 C.F.R. §§ 422.504(a)(13), 422.504(l)(3), and 422.118]

6. Dentist agrees to maintain complete and accurate records, books, documents and papers related to the provision of services to Medicare Advantage Members and/or as related to Dentist's obligations under the Agreement (the "Records"). Dentist agrees to maintain these Records for a period of at least 10 years from the later of: (1) the date of termination or expiration of the Medicare Advantage agreement between Delta Dental and CMS, and any amendments or extensions thereto; or (2) the final date of completion of any audit. Upon request by Delta Dental, Delta Dental's health partners, CMS, HHS, the Comptroller General, other federal or state regulatory agencies, or their designees, Dentist shall provide timely access to these Records. Dentist understands that by participating in this network, these entities or individuals have the right to audit, evaluate, and inspect their books, contracts, computer or other electronic systems, including medical records and documentation. Dentist agrees to fully cooperate with any such audits or document requests. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]
7. Dentist agrees to provide Delta Dental with all information and data necessary for Delta Dental to meet its reporting requirements under any applicable Medicare Advantage program, including any reports on complaints or grievances. Dentist shall certify the accuracy, completeness, and truthfulness of all information submitted to Delta Dental.
8. Should Delta Dental become insolvent or discontinue operations, or should Dentist's Agreement be terminated (except for instances where Delta Dental has terminated this Agreement for cause), Dentist agrees to continue to provide covered services to Enrollees to complete dental procedures that were already commenced but not finished prior to the insolvency, discontinuance of operations or termination of the Agreement. Delta Dental shall reimburse Dentist for all services rendered pursuant to this section at the rate specified in the applicable Agreement and Dentist shall accept such payment, together with any authorized coinsurance, deductible, or co-payment, as payment in full.
9. Dentist agrees to schedule Enrollees and provide dental treatment according to the applicable standards of the dental profession. The services provided to Enrollees shall be determined solely by professional standards of care and shall be made without regard to the Enrollee's eligibility for dental benefits. Dentist shall not discriminate or differentiate in the treatment of, charges to, or the quality of service to any Enrollees because of race, gender, gender identity, color, age, sexual orientation, religion, national origin, ancestry, disability, handicap, place of residence, health status, or source of payment. Dentist agrees to not impose any limitations on the acceptance of treatment of Enrollees not imposed on other patients. Dentist shall contact Delta Dental if an Enrollee requests or requires interpretive services and such services shall be arranged by Delta Dental at no cost to the Enrollee or Dentist.
10. Dentist agrees to verify Enrollee's eligibility to receive covered services on the day of treatment and shall be responsible for informing Enrollees of potential risks and/or benefits of recommended treatment and available alternatives prior to rendering such services. In addition, prior to rendering any non-covered services to any Medicare Advantage Enrollee, Dentist shall be required to inform the Enrollee of the cost for non-covered services and obtain a signed private pay form from the Enrollee. In the event Dentist does not obtain a signed private pay form from the Enrollee prior to providing any non-covered services, Dentist shall not charge Enrollee for the non-covered services performed. Please note, the private pay form must be signed by the Enrollee on the day the non-covered services are performed. When a private pay form is used in accordance with this section, Dentist agrees to charge patient the applicable allowed fee for any non-covered services, unless prohibited by applicable state or federal law.
11. Dentist agrees that in no event (including but not limited to nonpayment by Delta Dental, insolvency by Delta Dental, or breach of this Agreement), shall the Dentist bill, charge, collect a deposit from, seek payment or reimbursement from, or have any recourse against an Enrollee, or person acting on behalf of the Enrollee, for covered services provided pursuant to this Agreement. This does not prohibit the Dentist from collecting for any Non-covered Services, or co-insurance, deductibles, or copayments as specifically provided for in the Enrollee's Dental Benefits Handbook. Further, Dentist shall not hold an enrollee liable for any payment or fees that are the legal obligation of Delta Dental, or the payor issuing the dental benefits contract administered by Delta Dental. Dentist further agrees that: (i) this provision shall survive the expiration or termination of this Agreement regardless of the cause giving rise to expiration or termination and shall be construed to be for the benefit of the Member; (ii) this provision supersedes any oral or

written contrary agreement now existing or hereafter entered into between Dentist and Member or persons acting on their behalf; and (iii) this provision shall apply to all employees, agents, trustees, assignees, subcontractors, and independent contractors of Dentist, and Dentist shall obtain from such persons specific agreement to this provision. Dentist further acknowledges and agrees that any payment received from Delta Dental for services provided to Medicare Advantage members is derived, in whole or in part, from federal funds received by Delta Dental from CMS. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

12. Dentist agrees that he or she is currently and shall be at all times during the term of this Agreement and this Supplement, a Medicare participating provider, and that Dentist is treating patients under and will provide services in accordance with applicable Medicare laws. This also includes all of Dentist's employees, subcontractors, and/or independent contractors who will provide services under this Agreement and Supplement. Dentist certifies that neither he or she, nor any of his or her employees, subcontractors or independent contractors are on the CMS Preclusion List. Further, Dentist agrees that he or she does not have any state or federal sanctions pending against him or her. In the event Dentist violates any provisions contained within this section, this Supplement will no longer be applicable and Delta Dental may, at its discretion, terminate the Agreement immediately. The termination shall be effective as of the date of such occurrence. Any payments made to Dentist for covered services under this Supplement provided after the effective date of the termination shall be promptly returned to Delta Dental.
13. On all claims for payment, Dentist shall submit: 1) Type 1 NPI (Rendering); 2) if applicable, Type 2 NPI (Billing), 3) TIN; and 4) Service office address. Note: NPI 2 is required for group practices and/or incorporated solo providers.
14. Dentist shall abide by the prohibition on payments for provider-preventable conditions, as set forth in the Medicare Advantage Dentist Manual and federal regulation at 42 C.F.R. § 447.26. ²
15. If Dentist treats an Enrollee in a hospital, he/she agrees to maintain clinical privileges in good standing at the hospital designated as the admitting facility and as the site of delivery for dental care performed by Dentist.
16. Delta Dental shall reimburse all Clean Claims (defined below) submitted by Dentist within thirty (30) days of the date Delta Dental receives the Clean Claim from Dentist. A Clean Claim is a claim that has no defect, impropriety, lack of any required substantiating documentation or particular circumstance requiring special treatment that prevents timely payment.
17. Delta Dental shall defend, indemnify, and hold harmless Dentist from any claims, losses, damages, costs, expenses or liabilities arising out of or related to Delta Dental's breach of Agreement or violation of any applicable state or federal law. Dentist shall defend, indemnify, and hold harmless Delta Dental, its employees, officers, directors, or agents, from any claims, losses, damages, costs, expenses or liabilities arising out of or related to Dentist's breach of this Agreement or violation of any applicable state or federal law. A party seeking indemnification shall (i) promptly notify the indemnifying party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying party (at the indemnifying party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying party settle a claim, suit or proceeding without first obtaining the written consent of the other party. Any release obtained as a result of settlement must contain a release of all claims against the non-indemnifying party as well as its officers, directors and employees.
18. This Supplement may be terminated as follows:
 - (a) Immediately, by Delta Dental, upon termination or expiration of the Medicare Advantage Agreement between Delta Dental and CMS.
 - (b) Upon 10 days' written notice to Dentist, by Delta Dental for any of the following causes: (1) failure of Dentist to maintain licenses or certifications required to operate in conformity with the Agreement or this Supplement; (2) Dentist's breach of the Agreement or this Supplement; (3) failure of Dentist to refund amounts which are due to Delta Dental as a result of overpayment within thirty (30) days of the date Delta Dental notifies Dentist of the overpayment;

² Under existing law, examples of a provider preventable condition are the wrong surgical or other invasive procedure performed on a patient, surgical or other invasive procedure performed on the wrong body part, surgical or other invasive procedure performed on the wrong patient, and unintended retention of a foreign object.

(4) inclusion of Dentist on the Medicare Preclusion List; or (5) Dentist's failure to comply with any applicable federal or state laws, rules or regulations, or Medicare policies.

(c) Upon 10 days' written notice to Delta Dental, by Dentist for any of the following causes: (1) failure of Delta Dental to make payments required under this Supplement within thirty (30) days of Dentist's written notice to Delta Dental identifying the unremitted payments and clear proof that the payments are due and owing; (2) failure of Delta Dental to maintain licenses or certifications required to operate in conformity with the Agreement or this Supplement; or (3) Delta Dental's material breach of this Supplement.

(d) Without cause, by either party, upon 60 days' prior written notice to the other party.

Notwithstanding notice of termination of this Agreement, the Dentist is obligated to provide services to Covered Persons in accordance with the terms of this Supplement until the effective date of such termination of this Supplement.

19. Delta Dental may unilaterally amend this Supplement, and or its policies and procedures at any time to comply with changes in laws or regulations applicable to this Supplement and the services provided by Dentist for Enrollees. Delta Dental will use its best efforts to provide written or electronic notice to Dentist at least forty-five (45) days in advance of the effective date of the change unless a shorter time frame is required under applicable state or federal law. Unless otherwise required by federal or state regulatory authorities, the signature of Dentist will not be required for any such amendment.
20. In the event any provision of this Supplement conflicts with Dentist's PPO, Premier, or Program Requirements, as applicable, this Supplement shall control.



Delta Dental of Tennessee
240 Venture Circle
Nashville, TN 37228

Medicare Advantage Supplement to the Participating Dentist Agreement Signature Form

I have read, and agree to, the SUPPLEMENT TO THE PARTICIPATING DENTIST AGREEMENT MEDICARE ADVANTAGE REGULATORY AMENDMENT OF THE PROGRAM REQUIREMENTS FOR PARTICIPATION IN DELTA DENTAL'S PPO AND PREMIER NETWORKS.

Dentist Signature

Date

Dentist Name (printed)

License Number

Diplomat, Board of (if any)

NPI Number

Primary Office Address

City

State

Zip Code

Telephone

Accepted by:
Delta Dental of Tennessee
240 Venture Circle
Nashville, TN 37228-1669

By: _____
CEO of Delta Dental of Tennessee

Date