

**MEDICARE ADVANTAGE REGULATORY AMENDMENT OF THE UNIFORM REQUIREMENTS
FOR PARTICIPATION IN DELTA DENTAL'S PPO AND PREMIER NETWORKS**

Dentist agrees that in addition to the terms and conditions set forth in Delta Dental of South Dakota Participating Dentist Rules, 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, 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 acknowledges that Delta Dental has delegated to Dentist responsibility to provide the services set forth in Delta Dental's Participating Dentist Rules. Dentist agrees that he/she may only delegate such responsibilities to another entity in a manner consistent with the standards set forth under 42 CFR §422.504(i). Dentist acknowledges that Delta Dental, its health partners and/or CMS have the responsibility of monitoring the parties' obligations under this Amendment. Both parties acknowledge that if any of the entities listed above determine that either Delta Dental or Dentist are not in compliance with any of the delegated duties under this Amendment, then this Amendment may be terminated in whole or in part to ensure compliance with all applicable laws. [42 C.F.R. § 422.504 (i)(4) and (5)]
3. Delta Dental will make available to, and Dentist agrees to comply with, any applicable policies and procedures relating to its Medicare Advantage program, as well as Delta Dental's Compliance Plan and Cultural Competency Program. In addition, Dentist agrees to complete 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.
4. 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 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]
5. Dentist agrees to maintain complete and accurate records, books, documents, and papers ("Records") of treatment and charges according to the applicable standards of the dental profession. Dentist agrees to maintain these records for a period of at least 10 years from the last date of treatment. Upon request by Delta Dental, Delta Dental's health partners, CMS, HHS, the Comptroller General, 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)].

6. 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.
7. 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 and Dentist shall accept such payment, together with any authorized coinsurance, deductible, or co-payment, as payment in full.
8. 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 or treatment of Enrollees not imposed on other patients. Delta Dental's Language Line services will be available to the Dentist for patients who require language interpretive services.
9. 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.
10. 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 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. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
11. Dentist agrees that he or she is qualified to participate in the Medicare Advantage programs that Dentist is treating patients under and will provide services in accordance with applicable Medicare laws. Dentist certifies that he or she is not 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, Delta Dental will terminate this Amendment immediately. The termination shall be effective as of the date of such occurrence. Any payments made to Dentist for covered services under this Amendment provided after the effective date of the termination shall be promptly returned to Delta Dental.
12. 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.

13. 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. § 447.26.¹
14. 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.
15. Delta Dental agrees to provide prompt and accurate claims processing in accordance with all applicable prompt payment laws. [42 C.F.R. §§ 422.520(b)(1) and (2)]
16. 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.
17. The Dentist Agreement may be terminated by Delta Dental or Dentist with cause upon ten (10) days written notice or without cause, upon sixty (60) days written notice.
18. Dentist can opt-out of the Medicare Advantage network by completing the opt-out notification form.
19. Delta Dental may unilaterally amend this Amendment, and or its policies and procedures at any time to comply with changes in laws or regulations applicable to this Amendment 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 Amendment conflicts with Dentist's Participating Dentist Rules, as applicable, this Amendment shall control.