

**MEDICARE PROGRAM
PARTICIPATION ADDENDUM TO THE
DECARE DENTAL NETWORKS CONTRACTING DENTIST AGREEMENT**

**ARTICLE I
DENTIST OBLIGATIONS**

- 1.1 Dentist hereby acknowledges and agrees to provide Covered Services to Covered Persons enrolled in a Medicare program Dental Plan governed by Centers for Medicaid and Medicare Services (CMS). This includes Covered Persons enrolled in a Medicare program where DDN provides the network administration for dental benefits.
- 1.2 Timely Access to Care. Dentist agrees to provide Covered Services to Covered Persons in a Medicare program with timely access to assure availability, adequacy and continuity of care. Dentist shall comply with procedures established by DDN to monitor the provisions of Covered Services to ensure compliance with CMS standards.
- 1.3 Cultural Competency. Dentist shall ensure that treatment options (including the option of no treatment) are effectively communicated and that Covered Services are accessible to all Covered Persons, including those with limited English proficiency or reading skills, with diverse cultural and ethnic backgrounds, the homeless, and individuals with physical and mental disabilities.
- 1.4 Standards of Care. Dentist agrees to provide Covered Services in a manner consistent with professionally recognized standards of care.
- 1.5 Certification of Accuracy. Dentist shall certify, in writing, the completeness and accuracy of all dental services. Dentist will cooperate with DDN to address any inquiries from CMS regarding the accuracy of data submitted by Dentist. Dentist will indemnify DDN for any penalty or fine assessed by CMS against DDN, resulting from proven inaccuracy of data submitted by Dentist.
- 1.6 Consent to Non-Covered Services. Dentist shall notify Covered Persons when services are not covered under their Dental Plan and obtain the patient's consent, prior to providing such services. Covered Services may be verified by calling the Dental Plan's customer service.
- 1.7 Continuation of Care-Insolvency. Dentist agrees that in the event of DDN's insolvency, termination of the CMS contract or other cessation of operations, Dentist will continue to provide Covered Services through the period for which premium has been paid for such Covered Persons.

**ARTICLE II
ACCESS TO RECORDS**

- 2.1 Inspection of Books/Records. Dentist acknowledges that Health and Human Services department (HHS), the Comptroller General, or their designees have the right to inspect, evaluate and audit any books, contracts, medical records, patient care documentation, and other records of Dentist, or its subcontractors or transferees involving transactions related to Medicare Advantage contracts through ten (10) years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in 42 CFR § 422.504(e)(4) or other applicable law, whichever is later. For the purposes specified in this provision, Dentist agrees to make available Dentist's premises, physical facilities and equipment, records relating to Covered Persons enrolled in a Medicare program, and any additional relevant information that CMS may require.

**ARTICLE III
COMPLIANCE**

- 3.1 Federal Funds. Dentist acknowledges that payments for Covered Services through a Medicare program Dental Plan are, in whole or part, from Federal funds. Therefore, Dentist and any of its subcontractors are subject to certain laws that are applicable to individuals and entities receiving Federal funds, which may include but is not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 84; the

Age Discrimination Act of 1975 as implemented by 45 CFR Part 91; the Americans with Disabilities Act; the Rehabilitation Act of 1973 and any other regulations applicable to recipients of Federal Funds.

- 3.2 Medicare Laws. Dentist agrees to comply, and to require staff to comply, with all applicable Medicare laws, regulations, and CMS instructions. Further, Dentist agrees that any Covered Services provided by Dentist to Covered Persons will be consistent with and will comply with any Medicare Advantage contractual obligations.
- 3.3 Illegal Remunerations. Both parties specifically represents and warrants that activities to be performed under the Agreement and this Addendum are not considered illegal remunerations (including kickbacks, bribes or rebates) as defined in 42 USCA § 1320(a)-7b.
- 3.4 Training, Education and Communications. Dentist shall participate in applicable compliance training, education and/or communications as reasonably requested by DDN, including annual completion of CMS's required Fraud, Waste and Abuse training. DDN will provide or make available the "Medicare Advantage and Medicare Part D (Medicare Prescription Drug) Fraud, Waste and Abuse Compliance Training" course.
- 3.5 Payment Recovery. DDN may seek monetary recovery, notify CMS and/or Medicare Advantage Organization (MAO) or impose administrative sanctions on Dentist for abuse or fraud identified by post payment review.

ARTICLE IV TERM AND TERMINATION

- 4.1 Termination for Medicare Exclusion. Dentist acknowledges that the Agreement and this Addendum shall be terminated if Dentist is excluded from participation in Medicare under § 1128A of the Social Security Act or from participation in any other Federal health care program.

ARTICLE V GENERAL PROVISIONS

- 5.1 Inconsistencies. In the event of an inconsistency between terms of this Addendum and the terms and conditions as set forth in the Agreement, the terms and conditions of this Addendum shall govern. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.
- 5.2 Interpret According to Medicare Laws. Dentist and DDN intend that the terms of the Agreement and this Addendum as they relate to the provision of Covered Services under a Medicare program shall be interpreted in a manner consistent with applicable requirements under Medicare law.