

CAPITAL DENTAL NETWORK

PARTICIPATING PROVIDER AGREEMENT

This Agreement is made and entered into this ____ day of _____, _____ (year), by and between _____ (hereinafter referred to as DENTIST) who is qualified and licensed to practice Dentistry in the Commonwealth of Pennsylvania, and Capital Advantage Insurance Company, a wholly owned subsidiary of Capital BlueCross (hereinafter referred to as PLAN). Whenever mentioned herein, the term DENTIST shall include all employees of DENTIST, all partners, dental associates, and all staff personnel under DENTIST's direct supervision and/or control.

WITNESSETH

- A. PLAN intends to provide individuals, health plans and groups with access to preferred provider organization ("PPO") and/or discounted fee-for-service or other program benefits. All entities that provide access to benefit programs will hereinafter be referred to as "Applicable Payor" (as terms are defined in Exhibit A hereof).
- B. Subscribers and/or Groups have entered into insurance contracts with PLAN to arrange for certain professional services including dental services. PLAN is entering into this Agreement with DENTIST who will provide such and who will bill Applicable Payor (or Subscriber under discounted fee-for-service programs) according to a fee schedule established by PLAN, or the actual fees charged, whichever are less. It is specifically understood by the parties hereto that the said insurance contracts may contain varying provisions, and also that they may be modified prospectively from time to time.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties agree as:

AGREEMENT

1. **DENTIST TO PARTICIPATE IN PLAN PROGRAMS:** DENTIST agrees to participate in the PLAN's Programs as described in Exhibit B to this Agreement. If the PLAN adds a Program, the PLAN shall provide an amended Exhibit B to DENTIST at least sixty (60) days prior to the effective date of such Program addition. The amended Exhibit B shall be deemed to be agreed to by the parties unless DENTIST provides written notice to PLAN of its election not to participate in any new Program, which notice must be received at least thirty (30) days prior to the effective date of such Program addition.
2. **RENDITION OF CARE; NONDISCRIMINATION:** DENTIST agrees to render all necessary dental service to each of the Subscribers, during DENTIST's regular office hours, subject to prior appointments; provided, however, that DENTIST shall have the right within the framework of professional ethics to reject any patient seeking DENTIST's professional services. DENTIST agrees (a) not to discriminate in the treatment of DENTIST's patients or in the quality of services delivered to Subscribers on the basis of race, sex, sexual orientation, age, religion, place of residence, health status, membership in a Program, national origin, disability, or source of payment, and (b) to observe, protect, and promote the rights of Subscribers as patients.
3. **COVERAGE DETERMINATIONS.** PLAN or its designated representative shall have sole authority to determine: (a) what is a Covered Service; (b) who is a Subscriber; and (c) the amount and application of Cost Sharing Provisions. DENTIST further acknowledges that such determinations of Covered Services, Non-Covered Services, Subscribers and Cost Sharing Provisions may vary among Group Contracts. Except as otherwise provided in this Agreement, the obligation of PLAN to pay DENTIST pursuant to this Agreement is conditioned upon the determination that the person receiving services, supplies, products, or accommodations from DENTIST is a Subscriber and that such services, supplies, products, or accommodations are Covered Services. DENTIST agrees to accept such determination of the foregoing, which shall be made in accordance with the PLAN's policies and procedures.
4. **FEES:** DENTIST agrees to charge Applicable Payor no more than the amounts set forth in the attached fee schedule as payment in full for services rendered under the scope of this Agreement. The fee schedule will apply even if the applicable dental coverage is secondary for purposes of coordination of benefits.
5. **BILLING:** Billing shall include detailed and descriptive dental/patient data and identifying information. In the case of Indemnity/PPO claims, a standard ADA claim form or accepted electronic dental claim shall be used. DENTIST shall look solely to Applicable Payor (or Subscriber under discounted fee-for-service programs) for compensation and shall not seek compensation from Subscriber, except for applicable cost sharing amounts or services not covered under the applicable dental benefit. For Covered Services where a Subscriber has a cost-share obligation, in whole or in part, whether through a deductible, co-pay, waiting period, annual or lifetime maximum, frequency limitation, alternative benefit or other cost share obligation, DENTIST shall not bill Subscriber for the balance, if any, between DENTIST's actual fees and the PLAN's fee

schedule. DENTISTs who agree to offer the PLAN's fee schedule to Subscribers for those procedures that are not covered due to the Subscriber's plan contract limitations or exclusions, shall not bill Subscriber for the balance, if any, between DENTIST's actual fees and the PLAN's fee schedule. DENTISTs who so agree shall initial at the end of this Agreement and will be so noted in the PLAN's directory of participating providers. DENTIST shall comply with the policies and procedures established by PLAN regarding overpayments and adjustments. DENTIST may bill a Subscriber for Non-Covered Services rendered by DENTIST to such Subscriber only (a) if such services are Non-Covered Services and the DENTIST satisfies any notification or other requirements established by the PLAN prior to DENTIST's provision of such services, or (b) if the patient was not eligible to receive Covered Services on the date such services were provided. PLAN shall not be liable to pay DENTIST for any service rendered by the DENTIST to a Subscriber that is determined by PLAN to be a Non-Covered Service.

6. **DURATION OF AGREEMENT:** This Agreement shall continue in effect for one year from the date the contract was signed. The Agreement will automatically renew for subsequent 12-month periods unless terminated by PLAN or DENTIST. Either party may terminate this Agreement without cause by giving written notice to the other party at least sixty (60) days prior to date of termination. In the event of the termination of this Agreement, DENTIST shall complete all dental services started prior to the termination including full or partial dentures when an impression has been taken.

7. **TERMINATION FOR CAUSE:**

By Either Party. Either party shall have the right to terminate this Agreement on thirty (30) days' prior written notice to the other party if the party to whom such notice is given is in breach of any material provision of this Agreement. Such notice shall set forth the facts underlying the alleged breach. If such breach is cured within such thirty (30) day notice period, then the Agreement shall continue in effect for its remaining term, subject to any other provision of this Agreement.

By PLAN. PLAN may terminate this Agreement immediately and without possibility of reinstatement upon cure if it determines that one or more Subscribers' health may be impaired by the continuation of this Agreement or if the PLAN determines that any of the following events have occurred with respect to DENTIST, which determinations shall be made by the PLAN acting in good faith: (a) the restriction, suspension or revocation of DENTIST's license or, if applicable, the suspension or loss of DENTIST's DEA number or other right to prescribe controlled substances; (b) DENTIST's loss of or failure to maintain general and professional liability insurance as required under this Agreement; (c) DENTIST's exclusion from participation in Medicare, Medicaid, or any other third party, state or federal programs; (d) felony conviction of DENTIST; (e) impairment of DENTIST's ability to provide services; or (f) DENTIST's failure or inability at any time to satisfy PLAN's credentialing criteria, as in effect from time to time.

8. **AMENDMENT OR MODIFICATION:** The terms of this Agreement may be waived, amended, modified or supplemented in writing as agreed by the parties; provided, however that the Agreement may be amended automatically, without the consent of the DENTIST, in order to meet applicable local, state or federal statutory or regulatory requirements. The PLAN shall provide DENTIST with written notice of such amendments for statutory or regulatory compliance. In addition, the PLAN may modify, amend or supplement any provision of this Agreement upon sixty (60) days' prior written notice to DENTIST. If DENTIST fails to object to such modification in writing thirty (30) days prior to the effective date of the change or modification, DENTIST will be deemed to have consented to the amendment, modification, or supplementation of the Agreement. Any such objection shall be deemed to be a notice by DENTIST of DENTIST's election to terminate this Agreement pursuant to Paragraph 6 of this Agreement. If the DENTIST chooses to terminate participation in accordance with Paragraph 6 hereof due to the amendment or modification made by the PLAN, DENTIST shall be bound by the new terms during the sixty (60)-day termination notification period.

9. **PARTICIPATION IN NATIONAL OR REGIONAL NETWORKS:** All responsibilities and obligations that DENTIST has to Subscribers or the PLAN under this Agreement shall also apply to and include Subscribers or beneficiaries of the national or regional networks of any plan with which PLAN has a reciprocal arrangement.

10. **REGULATORY APPROVAL:** If the PLAN has not received any necessary license or regulatory approval to provide Covered Services in connection with a particular Program or has not received all required regulatory approvals for use of this Agreement with respect to a particular Program prior to the implementation of the Program, this Agreement shall be deemed to be a binding letter of intent with respect to any such Program. In such event, this Agreement shall become effective with respect to any such Program on the date that the required licensure and regulatory approvals are obtained. If the PLAN is unable to obtain such licensure or regulatory approvals, the PLAN shall notify DENTIST, and both parties shall be released from any liability under this Agreement with respect to the Program in question; provided, however, that if such licensure or regulatory approval is conditioned upon amendment of this Agreement, then this Agreement shall be amended automatically pursuant to Section 8 hereof.

11. **SERVICES TO AFFILIATES:** DENTIST agrees to provide services to any affiliate of PLAN. The term "affiliate" shall mean an entity that controls, is controlled by, or is under common control with PLAN. When PLAN notifies DENTIST that services shall be provided to an affiliate, DENTIST will be deemed to have a contract directly and exclusively with such affiliate for the benefits offered and/or administered by the affiliate. The affiliate will be solely and exclusively

responsible for all of its products, services and other obligations under the new contract. Any such new contract will be deemed to have the same terms as those in the current agreement with PLAN, except for differences identified to DENTIST by the affiliate. DENTIST consents and agrees that PLAN may lease its dental network.

12. **STANDARD OF CARE:** DENTIST agrees that he/she shall perform his/her obligations under this Agreement in accordance with high standards of competence, care and concern for the welfare and needs of the Subscribers consistent with the rest of the DENTIST's practice, and in accordance with the laws of his/her State. DENTIST shall meet and maintain all credentialing and other professional qualification requirements of PLAN, including qualifications regarding state licensure, registration, as applicable, with the DEA, and eligibility to participate in state and federal health care programs. DENTIST will cooperate with the PLAN'S Utilization and Quality Assurance Program, in maintaining dental histories, financial and utilization of services data, and other records pertaining to Subscribers as shall be requested by PLAN. It is understood that the records of Subscribers shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records.
13. **NON-EXCLUSIVE:** This Agreement is not exclusive in any respect, and PLAN is entitled to enter into similar contracts with other DENTISTS. DENTIST is entitled to enter into similar contracts with other parties, or with other groups not represented by PLAN, and to maintain his/her private practice.
14. **USE OF DENTIST INFORMATION:** DENTIST agrees that PLAN may use DENTIST's and any associated dentist's name, address, telephone number, picture, type of practice, applicable practice restriction, and an indication of DENTIST's willingness to accept additional Subscribers in the PLAN's directory of participating providers and other PLAN materials. The PLAN shall not be responsible or liable for damages arising from any error or omission in the PLAN's materials.
15. **DENTIST-PATIENT RELATIONSHIP:** DENTIST shall maintain the Dentist-Patient relationship with Subscribers, and shall be solely responsible to the patient for dental advice and treatment. It is expressly agreed between the parties that DENTIST is an independent contractor and that neither Subscriber nor PLAN shall have any dominion or control over DENTIST'S practice, the Dentist-Patient relationship, DENTIST's personnel or facilities.
16. **DENTIST-PATIENT COMMUNICATIONS.** The PLAN respects the Dentist-Patient relationship. Nothing in this Agreement is intended or shall be construed to inhibit or limit DENTIST's freedom to communicate with DENTIST's patients who are Subscribers, including (a) discussing a patient's health status, dental care or treatment options; (b) recommending any procedure or course of treatment that he or she deems medically acceptable; or (c) recommending that PLAN approve benefits for any procedure or course of treatment. DENTIST is encouraged to discuss all pertinent details regarding a Subscriber's condition and all care alternatives with Subscribers, including potential risks and benefits, even if a care option is not a Covered Service. Nothing in this Agreement should be construed to create any right of the PLAN, or any Group to intervene in the manner, methods or means by which DENTIST renders health care services to patients. In furtherance of the foregoing, the PLAN will not sanction, terminate or fail to renew DENTIST's participation in the PLAN's Programs for any of the following reasons: (1) advocating for medically necessary and appropriate care services for a Subscriber; (2) filing a grievance on behalf of and with the written consent of a Subscriber or helping a Subscriber to file a grievance; (3) protesting a PLAN decision, policy or practice DENTIST believes interferes with his or her ability to provide Medically Necessary and Appropriate care; and (4) taking another action specifically permitted by the provisions of law. In addition, the PLAN will not penalize or restrict a DENTIST from discussing any of the information DENTIST is permitted to discuss under law or other information DENTIST reasonably believes is necessary to provide to Subscriber full information concerning the dental care of the Subscriber.
17. **COMPLIANCE WITH PLAN'S PROGRAMS AND PROCEDURES:** DENTIST shall be bound by the PLAN's criteria for dentist participation and its other policies and procedures, including without limitation, its credentialing criteria, privileging process, verification of eligibility, determination of coverage, quality of care standards, quality improvement, clinical management, prescription benefit program, peer review, Participating Dentist and Subscriber complaint and grievance programs and procedures, claims processing, administrative requirements, and other similar programs established by the PLAN from time to time, as may be provided for in the Provider Manual or otherwise. No substantive changes to PLAN'S programs and procedures will be amended by PLAN except upon sixty (60) days' prior written notice to DENTIST. Notwithstanding any provision of this Agreement to the contrary, notices of changes may be given via first class mail, hand delivery, or overnight delivery or electronically.
18. **CLAIMS PAYMENT:** If submitted in accordance with the PLAN's policies and procedures, PLAN agrees to pay clean claims within the time period as required by applicable state and federal law.
19. **SUBSCRIBER HOLD HARMLESS:** DENTIST agrees that in no event including, but not limited to, non-payment, insolvency of the PLAN or a Self-Insured Account, or breach of this Agreement by the PLAN or a Self-Insured Account shall DENTIST bill, charge, collect a deposit from, seek compensation or reimbursement from, or have any recourse against any Subscriber, Dependent or persons other than the PLAN acting on behalf of Subscriber for Covered Services provided pursuant to this Agreement. This provision shall not prohibit collection of payments permitted under a Cost Sharing Provision in accordance with the terms of the applicable Program and Group Contract. It is understood that: (a) this Section shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Subscriber; and that (b) this provision supersedes any oral or written contrary

agreement now existing or hereafter entered into between DENTIST and Subscriber or persons acting on their behalf. DENTIST may not change, amend or waive this provision without prior written consent of the PLAN. Any attempt to change, amend, or waive this provision is void.

20. **MALPRACTICE:** DENTIST agrees to carry Malpractice Insurance in amounts required by PLAN; and DENTIST shall provide PLAN with evidence of such coverage providing for ten (10) days notice of cancellation, as evidence of compliance with this paragraph.
21. **NOTICE TO SUBSCRIBER ON TERMINATION OF AGREEMENT:** In the event that this Agreement is terminated by either party, in accordance with the procedure set forth herein, DENTIST agrees that at the time the Subscriber seeks an appointment DENTIST will notify each Subscriber, prior to giving service that the contract is no longer in effect.
22. **ASSIGNABILITY OF AGREEMENT:** This Agreement, being intended to secure the personal services of DENTIST and dentists associated with DENTIST shall not be assigned or transferred by DENTIST, without the written consent of PLAN.
23. **INDEPENDENT CONTRACTOR:** DENTIST is an independent contractor. None of the provisions of this Agreement are intended to create or to be construed as creating any employee-employer relationship. DENTIST shall be solely responsible for dental advice and services or lack thereof to PLAN Subscribers. PLAN and Applicable Payor shall not be liable for any act or omission by DENTIST.
24. **DENTAL RECORDS:** DENTIST agrees to ensure that dental records are maintained for each Subscriber for whom the DENTIST has provided services. DENTIST shall allow the PLAN or its designees, the Department of Health (or any external quality review organization approved by the Department of Health), the Department of Insurance and, when necessary, the Department of Public Welfare, access to copies of dental records of Subscribers for the purpose of quality assurance, investigation of complaints or grievances, or enforcement of other activities related to compliance with the laws of the Commonwealth of Pennsylvania or other applicable laws, rules and regulations, subject to applicable laws related to confidentiality; provided, however, that such records shall only be accessible to employees of the Department of Health or agents with direct responsibility for such matters. DENTIST agrees to obtain all proper releases from Subscribers needed under applicable federal and state law to comply with this request. Such records shall be retained and kept confidential by the DENTIST for the greater of (a) the time period specified by applicable state and federal laws, regulations and requirements, and (b) seven (7) years for adult Subscribers, and for minor Subscribers, two (2) years after such minor has reached the age of eighteen (18) years of age, but in no event less than seven (7) years. The obligations of DENTIST under this Paragraph shall survive the termination of this Agreement.
25. **COMPLIANCE WITH LAW:** Each party shall comply with all relevant state, federal and local laws, rules, statutes, ordinances, orders and regulations that are relevant to the terms and conditions of this Agreement.
26. **RELATIONSHIP TO BLUE CROSS/BLUE SHIELD ASSOCIATION.** DENTIST hereby expressly acknowledges DENTIST's understanding that this Agreement constitutes an agreement between DENTIST and the PLAN, that the PLAN and Capital Blue Cross is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting the PLAN and Capital Blue Cross to use the Blue Cross Service Mark in Central Pennsylvania and the Lehigh Valley, and that neither the PLAN nor Capital Blue Cross is contracting as the agent of the Association. DENTIST further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than the PLAN and that no person, entity, or organization other than the PLAN shall be held accountable or liable to DENTIST for any of the PLAN's obligations to DENTIST created under this Agreement. This Section shall not create any additional obligations whatsoever on the part of the PLAN other than those obligations created under other provisions of this Agreement.
27. **NOTICE:** Any notice required to be given pursuant to this Agreement under Paragraphs 6 and 7 shall be in writing and shall be hand delivered (with a signed receipt), or sent by prepaid, certified mail, return receipt requested; overnight mail delivery; or U.S. Postal Service Express Mail to the address listed on the signature page to this Agreement. Notice shall be deemed to be effective as of the date mailed. Either party may at any time change or amend its address by mailing a notice, as required above. Any notice provided by PLAN to DENTIST shall be deemed to have been given to any associated dentist(s).

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of _____, ____ (year), at _____, (City/State).

DENTIST:

Practice Name: _____

Name of Dentist Authorized
to Sign for Practice: _____

Dentist Signature: _____

Address: _____

City/State/Zip: _____

Phone: _____

PLAN:

CAPITAL ADVANTAGE INSURANCE COMPANY

BY: _____

2500 Elmerton Avenue
Harrisburg, PA 17177
1-800-874-8433

DENTIST agrees to offer the PLAN's fee schedule to Subscribers for Non-Covered services:

Dentist's Initials

EXHIBIT A

DEFINITIONS

Affiliate means an entity that directly or indirectly controls, is controlled by, or is under common control with such entity. An entity shall be deemed to control another entity if such entity owns a majority or more by value or by vote of any class of stock or other equity interest of the “controlled” entity, or possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through ownership of stock, partnership, or other equity interests, by contract or otherwise.

Associated Dentist means any shareholder, partner, affiliated dentist or dentist employee of DENTIST, in cases where DENTIST is not an individual but organized as a separate legal entity or otherwise employs or contracts with dentists.

Cost Sharing means any applicable Coinsurance, Copayment, or Deductible as set forth in the applicable Group Contract.

Covered Services means those Medically Necessary and Appropriate dental services, facilities charges and other benefits to which Subscribers are entitled under the terms of the applicable Group Contract and the applicable Program and for which the PLAN is obligated to pay a Participating Dentist or supplier.

Contract Holder means an individual, organization, firm or governmental entity, or Self-Insured Account that has executed a Group Contract with the Company to arrange health/dental care services for such person or its members, employees, retirees, their spouses and dependents, or others.

DEA means the United States Drug Enforcement Agency or any successor agency responsible for the regulation of the prescription of drugs.

Dependent means a family member of a Subscriber or other person who meets all applicable eligibility requirements of the Group Contract, who has been enrolled in accordance with the requirements thereof, and for whom the payment required by such agreement actually has been received by the PLAN.

Group Contract means, as applicable, the group or individual policy, group or individual application, certificate of insurance, enrollment application, summary plan description, evidence of coverage or other agreement between the PLAN or Capital Blue Cross (or national or regional plan such as a Blue Cross or Blue Shield plan with whom the PLAN has a reciprocal arrangement) and a Contract Holder that expresses the agreed upon contractual rights and obligations of the parties thereto, and that describes the costs, procedures, benefits, conditions, limitations, exclusions and other obligations to which Subscribers are subject under each of the Programs, as applicable, which agreement is made before, on or after the effective date of this Agreement, as the same may be amended, modified or supplemented from time to time.

Non-Covered Services means those services, treatment and supplies that are not Covered Services under the terms and conditions of the applicable Group Contract.

Participating Provider means a Dental Provider or any other dental care provider or practitioner that is approved by the PLAN and is licensed in the Commonwealth of Pennsylvania (or such other jurisdiction approved by PLAN) and has entered into a provider agreement with or is otherwise engaged by the PLAN to provide Covered Services to Subscribers and who satisfies the PLAN’s credentialing and privileging criteria.

Program means each of the dental care coverage designs listed on Exhibit B to this Agreement as it may be amended and modified from time to time.

Program Fee Schedule means the fee schedule or other payment terms specified for the rendering of the Medically Necessary and Appropriate Covered Services to Subscribers for each Program as set forth on Exhibit B to this Agreement, as the same may be amended or modified from time to time.

Provider Manual means a manual that delineates the PLAN’s policies, procedures and administrative requirements, a current copy of which PLAN shall provide or otherwise make available to DENTIST and which PLAN shall update as necessary.

Self-Insured Account means an entity contracting with the PLAN to provide for the delivery of health/dental care services and certain administrative functions for individuals through self-insurance.

Subscriber means an individual who meets all applicable eligibility requirements of a Group Contract and who enrolls in accordance with the requirements and for whom the payment required by such agreement actually has been received by the PLAN. The Subscriber and any of Subscriber’s Dependents become eligible to receive Covered Services pursuant to the terms and conditions of this Agreement and the applicable Group Contract.

EXHIBIT B

PROGRAMS

PREFERRED PROVIDER ORGANIZATION (PPO) PROGRAM

**CAPITAL DENTAL NETWORK
ADDENDUM TO THE PARTICIPATING PROVIDER AGREEMENT**

This Addendum to the Capital Dental Network Participating Provider Agreement (the "Agreement") between Capital Advantage Insurance Company ("PLAN") and the legal entity qualified and licensed to practice dentistry in the Commonwealth of Pennsylvania as defined in the Agreement ("DENTIST") is to be included with the Agreement for all Dentists participating in the Medicare Advantage Programs being offered by the PLAN. This Addendum is meant to supplement the Agreement and except as modified by this Addendum, the Agreement remains in full force and effect.

The PLAN has entered into an agreement with the Centers for Medicare and Medicaid Services ("CMS") to offer health and administrative services through Medicare Advantage Programs ("MA Programs"). CMS requires the inclusion of certain contractual terms ("CMS Required Terms") in PLAN's provider contracts for services to PLAN's Medicare Advantage Members ("MA Members") in order to comply with the requirements of the implementing regulations at 42 C.F.R. Part 422 (Medicare Part C) issued pursuant to the Medicare Prescription Drug, Improvement, and Modernization Act of 2003.

This Addendum expressly includes the provision of services by DENTIST to MA Members and includes the CMS Required Terms.

Intending to be legally bound, and in consideration of the mutual promises contained in this Addendum and the corresponding Agreement, the parties agree as follows:

1. DENTIST Participation in MA Programs. Exhibit B, PROGRAMS to the Agreement is amended to add "MEDICARE ADVANTAGE PROGRAMS". Payment terms for services provided to MA Members shall be as specified in Program Fee Schedule set forth in the Agreement.
2. CMS Required Terms for MA Programs. As a First Tier Entity as defined in 42 C.F.R. § 422.500(b) and responsible for performing the services under this Agreement, and in recognition of PLAN's responsibility to implement and monitor compliance activities as well as its authority and responsibility to oversee and monitor all delegated functions and compliance activities, DENTIST shall comply with the CMS Required Terms attached to this Addendum as Attachment 1, which terms are hereby incorporated into the Agreement. The CMS Required Terms apply only to services rendered to MA Members and will, to the extent inconsistent with any other terms of the Agreement, supersede such inconsistent terms solely as they relate to services rendered to MA Members.
3. Effective Date. This Addendum will be effective for the provision of services to MA Members beginning on January 1, 2010.
4. Confidentiality. DENTIST agrees to (a) keep confidential this Addendum, which includes confidential and proprietary information, and (b) not to disclose such confidential information to any person without the prior written consent of the PLAN.
5. Defined Terms. Capitalized terms used herein without definition will have the meanings assigned to such terms in the Agreement.
6. Full Force and Effect. Except as modified by this Addendum, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of _____, ____ (year), at _____, (City/State).

DENTIST:

PLAN:

Practice Name: _____

CAPITAL ADVANTAGE INSURANCE COMPANY

Name of Dentist Authorized to Sign for Practice: _____

BY: _____

Dentist Signature: _____

2500 Elmerton Avenue
Harrisburg, PA 17177
1-800-874-8433

Address: _____

City/State/Zip: _____

Phone: _____

CMS REQUIRED TERMS

MEDICARE ADVANTAGE PROGRAMS

The following provisions will only apply to services rendered to MA Members. These provisions may be supplemented by MA Programs policies, procedures and Provider Manual provisions, as the same may be updated from time to time. Nothing in these CMS Required Terms will be construed to relieve DENTIST of any obligation or requirement established by law. Nothing in these CMS Required Terms will be construed to relieve DENTIST of any obligation or requirement established by the Agreement, except to the extent the obligation or requirement is inconsistent with these CMS Required Terms, in which case these CMS Required Terms will control as to the MA Programs only. To the extent that any greater rights or obligations between the parties are created in these provisions than are in the Agreement, such rights and obligations will only apply to Covered Services provided under the MA Programs. If there is any conflict between the Agreement and Medicare Advantage laws, regulations or CMS instructions, the Medicare Advantage laws, regulations and CMS instructions will control.

DEFINITIONS

For purposes of DENTIST's participation in the MA Programs the following capitalized terms will have the meanings set forth below. All other capitalized terms will have the meaning set forth in the Agreement.

"Affiliated Parties" means DENTIST's employees, affiliates, subsidiaries, members of its board of directors, key management, executive staff, or persons owning 5% or more of DENTIST.

"Centers for Medicare and Medicaid Services" or "CMS" means the federal agency within the Department of Health and Human Services responsible for administration of Medicare.

"Clean Claim" means a claim that has no defect, impropriety, lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment; and a claim that otherwise conforms to the clean claim requirements for equivalent claims under original Medicare. "Required substantiating documentation" includes data required under § 7 below.

"Covered Services" means Medically Necessary and Appropriate dental benefits, services, treatment and supplies that the MA Member is entitled to receive under MA Member's MA Plan, as set forth in the Plan Description.

"Cost Sharing" means any applicable MA Member coinsurance, copayment, or deductible as set forth in the Plan Description.

"Dual Eligible" means an MA Member who is eligible for both Medicare and Medicaid benefits.

"Downstream Entity" has the meaning set out in 42 C.F.R. § 422.500(b). Downstream Entities include any of DENTIST's subcontractors and their subcontractors down to the level of the ultimate provider of health and administrative goods and services to MA Members under the terms of the Agreement.

"First Tier Entity" has the meaning set out in 42 C.F.R. § 422.500(b). First Tier Entities consist of MA Plan's subcontractors, including DENTIST, that provide administrative services or health care services to MA Members under the terms of the Agreement.

"MA Plan" means Capital Advantage Insurance Company, a Medicare Advantage Organization offering Medicare Advantage Programs through an MA Contract.

"MA Contract" means the contract between CMS and MA Plan.

"Plan Description" means the evidence of coverage and summary of benefits issued to MA Member by MA Plan that describes Covered Services, exclusions, and Cost Sharing.

"State" will mean the Commonwealth of Pennsylvania.

PROVISIONS

1. **Licensure and Certification.** DENTIST warrants that DENTIST, and all health care practitioners, including employees, contractors and agents of DENTIST, who render Covered Services to MA Members, shall be at all times during the term hereof, properly licensed by the state in which such services are rendered, certified, qualified and in good standing in accord with all applicable local, state and federal laws. DENTIST, DENTIST's sites and all providers rendering services hereunder shall meet applicable requirements and be properly certified under the Medicare programs, as set forth in Title XVIII of the Social Security Act. Upon request, DENTIST shall provide satisfactory documentary evidence of such licensure, certification, and qualifications of DENTIST, DENTIST's sites and other health care providers rendering services at DENTIST's sites.
2. **Non-Discrimination.** DENTIST shall not discriminate in the provision of dental services to MA Members on the basis of any protected status such as race, age, color, national origin, ancestry, religion, sex, marital status or any factor that is related to health status. Factors related to health status include, but are not limited to, the MA Member's medical condition, claims experience, medical history, and evidence of insurability or genetic information. DENTIST shall ensure that any employee and subcontractor of DENTIST comply with all applicable federal and State laws and regulations and CMS instructions.
3. **Compliance with MA Plan Policies and Procedures.** DENTIST shall comply and shall contractually obligate its Downstream Entities to comply with MA Plan's relevant written policies and procedures, including policies and procedures for the control of fraud, waste and abuse in the MA Programs.
4. **Consistency with MA Contract.** DENTIST shall perform Covered Services and shall ensure that Downstream Entities perform Covered Services in a manner that complies and is consistent with MA Plan's obligations to CMS set forth in the MA Contract.

5. Hold Harmless.
 - (a) DENTIST agrees that in no event, including but not limited to non-payment by MA Plan, insolvency of MA Plan or breach of this Agreement, shall DENTIST bill, charge, collect a deposit from, impose surcharges or have any recourse against a MA Member or a person acting on behalf of a MA Member for Covered Services provided pursuant to this Agreement. The Agreement does not prohibit DENTIST from collecting MA Member Cost Sharing, as specifically provided in the Plan Description, or fees for non-covered services as long as MA Member has been informed in advance that services are not covered and that MA Member is financially responsible for any non-covered services. This provision will survive termination of the Agreement, regardless of the reason for termination, including the insolvency of MA Plan and shall supersede any oral or written agreement between DENTIST and a MA Member.
 - (b) DENTIST agrees that in no event, including but not limited to non-payment by the State, shall DENTIST bill, charge, collect a deposit from, impose surcharges or have any recourse against a Dual Eligible MA Member for Cost Sharing that is the responsibility of State Medical Assistance programs. To ensure compliance, DENTIST agrees to either (1) accept PLAN's MA Programs payment as payment in full, or (2) bill the State Department of Public Welfare (DPW) for the amounts that are the responsibility of the State Medical Assistance programs.
6. Payments from Federal Funds. Payments to DENTIST under this Agreement are, in whole or in part, from federal funds, and as such DENTIST is subject to all laws applicable to individuals or entities receiving federal funds.
7. Encounter Data. DENTIST hereby acknowledges that MA Plan is required to provide CMS and other federal and State regulatory agencies and accrediting organizations with encounter data. Such data may include dental records and other data necessary to characterize each encounter between a MA Member and DENTIST. DENTIST agrees to cooperate with this obligation of MA Plan and to provide MA Plan with all encounter data in such form and manner as required by MA Plan.
8. Confidentiality. DENTIST shall safeguard MA Members' privacy and confidentiality, assure accuracy of a MA Member's health records, and maintain records of MA Members in an accurate and timely manner. DENTIST shall abide by all applicable federal and State laws regarding the confidentiality and disclosure of dental records or other health and enrollment information, including the Health Insurance Portability and Accountability Act of 1996, as amended. DENTIST shall also ensure timely access by MA Members to records and information that pertain to them.
9. Maintenance and Provision of Certain Information. DENTIST acknowledges that MA Plan is required under applicable federal law and regulations to submit to CMS certain information regarding the benefits provided by MA Plan and quality and performance indicators. DENTIST acknowledges that MA Plan is also required under such laws and regulations to disclose certain information to MA Members in such form and manner requested by CMS. DENTIST shall maintain all records and reports reasonably requested by MA Plan and shall provide such records and reports to MA Plan as reasonably requested, to enable MA Plan to meet its obligation to submit such information to CMS and to disclose certain information to MA Members as required by applicable law and regulations.
10. Contracts with Downstream Entities. If DENTIST contracts with a Downstream Entity to fulfill DENTIST's obligations hereunder, DENTIST shall require the Downstream Entity by written agreement to comply with all provisions of these CMS Required Terms. MA Plan retains the right to approve, suspend, or terminate any arrangement between DENTIST and a selected Downstream Entity with respect to services provided under these CMS Required Terms.
11. Excluded Persons. DENTIST represents and certifies that neither it, nor its Affiliated Parties or Downstream Entities have been suspended or excluded from participation in the Medicare program or any other federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)). DENTIST shall check appropriate databases regularly, but no less than annually and upon hiring and subcontracting, to determine whether any Affiliated Party or Downstream Entity has been suspended or excluded from participation in the Medicare program or any other federal health care program. Databases include the U.S. Department of Health and Human Services ("HHS") Office of Inspector General List of Excluded Individuals/Entities (<http://www.oig.hhs.gov/fraud/exclusions.html>) and the General Service Administration Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (<http://www.epls.gov/FAOEPLS.html>). DENTIST shall notify MA Plan immediately in writing if DENTIST, an Affiliated Party, or any Downstream Entity is suspended or excluded from the Medicare program, or any other federal program monitored as described in this section. DENTIST shall prohibit any Affiliated Party or Downstream Entity that appears on any of the above-listed databases or who has opted out of Medicare from doing any work directly or indirectly related to the delivery or administration of Covered Services to MA Members. MA Plan reserves the right to require DENTIST to demonstrate compliance with this provision upon reasonable request.
12. Fraud, Waste and Abuse Prevention.
 - (a) Policies and Procedures. DENTIST shall adopt and follow and DENTIST shall require its Downstream Entities to adopt and follow policies and procedures that reflect a commitment to detecting, preventing, and correcting fraud, waste, and abuse in administration of the MA Programs. DENTIST shall implement this Section 12(a) within a reasonable time period, but not later than December 31, 2010. MA Plan reserves the right to require DENTIST to demonstrate compliance with this provision upon reasonable request. Such policies and procedures shall include but are not limited to policies and procedures regarding:
 - i) DENTIST's code of conduct;
 - ii) Ensuring that DENTIST's managers, officers, and directors who are responsible for the administration or delivery of MA Programs benefits are free of conflicts of interest in the delivery and administration of such benefits;
 - iii) Delivery of annual general and specialized Medicare compliance training for all persons involved in administration or delivery of MA Programs benefits. (General compliance training shall include subjects such as DENTIST's compliance responsibilities, code of conduct, applicable compliance policies and procedures, disciplinary and legal penalties for non-compliance, and procedures for addressing compliance questions and issues. Specialized compliance training shall include prevention of fraud, waste and abuse (FWA), FWA laws and regulations,

recognizing and reporting FWA, consequences and penalties of FWA, available FWA resources, and areas requiring specialized knowledge of applicable MA Programs procedures and requirements in order for DENTIST to perform or provide services under this Agreement.)

- iv) Prompt reporting of compliance concerns and suspected or actual misconduct in the administration or delivery of MA Programs benefits to MA Plan, including non-retaliation against any Affiliated Party or Downstream Entity for reporting in good faith compliance concerns and suspected or actual misconduct. DENTIST acknowledges that violation of such non-retaliation policy constitutes a material breach of the Amendment and the Agreement.
 - v) Monitoring and auditing of DENTIST's performance of its obligations under these CMS Required Terms.
- (b) Cooperation with Compliance Activities. DENTIST shall cooperate with MA Plan's compliance program, including, but not limited to inquiries, preliminary and subsequent investigations, and implementation of corrective actions. DENTIST shall cooperate with CMS's compliance activities, including investigations, audits, inquiries by CMS or its designees, and implementation of any corrective action. Upon completion of any audit that DENTIST performs pursuant to the Agreement (including these CMS Required Terms), DENTIST shall provide MA Plan a copy of audit results and shall make all audit materials available to MA Plan upon request.
- (c) Fraud and Abuse Statutes. DENTIST shall comply with federal statutes and regulations designed to prevent fraud, waste, and abuse, including without limitation applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback statute (42 U.S.C. § 1320a-7b(b)), and the Anti-Influencing statute (42 U.S.C. § 1320a-7a(a)(5)).
13. Inspection, Evaluation, Audit and Document Retention.
- (a) Access to Records. DENTIST shall permit MA Plan, HHS, and the Comptroller General, or their designees, to inspect, evaluate, and audit any books, contracts, records, including dental records, and documentation of the DENTIST and Downstream Entities that pertain to any aspect of Covered Services performed, reconciliation of benefits, and determination of amounts payable under the CMS Contract, or that HHS may deem necessary to enforce the contract (the "Records"). DENTIST shall provide the Records to MA Plan for provision to HHS, the Comptroller General, or their designees, unless otherwise mutually agreed by the Parties. DENTIST may not make the access described in this paragraph contingent upon a confidentiality statement or agreement. The above-described rights to inspect evaluate, and audit will extend through the period during which DENTIST is required to maintain the Records established in paragraph (b) below.
 - (b) Retention Period. DENTIST shall maintain the Records for ten (10) years from the longer of (i) the termination or expiration of the Amendment or (ii) completion of final audit by CMS, unless otherwise required by law.
14. Offshore Operations. DENTIST shall not disclose any of MA Plan's enrollees' health or enrollment information, including any dental records or other protected health information (as defined in 45 C.F.R. § 160.103), to, or allow the creation, receipt or use of any of MA Plan's protected health information by any Downstream Entity for any function, activity or purpose to be performed outside of the United States, without MA Plan's prior written approval.
15. Compliance. DENTIST shall comply with all applicable Medicare laws, regulations and CMS instructions and shall contractually obligate any Downstream Entity or related entity to comply with all applicable Medicare laws, regulations and CMS instructions. CMS instructions include additional contract terms required by CMS. DENTIST shall comply with the provisions of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act and all other applicable laws and regulations pertaining to recipients of federal funds.
16. MA Plan Monitoring. MA Plan shall monitor the performance of DENTIST on an ongoing basis. MA Plan's monitoring activities include assessing DENTIST and Downstream Entities' compliance with applicable MA Programs provisions including the CMS Required Terms.
17. Prompt Payment. MA Plan shall pay DENTIST for Covered Services rendered to MA Members within an average of sixty (60) calendar days of MA Plan's receipt of a Clean Claim. MA Plan will pay or deny claims that are not Clean Claims within sixty (60) calendar days of receipt of the request.
18. Cease Payment Upon Exclusion. MA Plan shall immediately cease making all payments to DENTIST for Covered Services provided to MA Members by Excluded Persons as described in Section 11 as of the date DENTIST, or any Affiliated Party employed by DENTIST has been excluded from participation under Medicare as determined by CMS.
19. Termination for Material Breach. Notwithstanding any termination provision in the Agreement, in the event DENTIST materially breaches this Amendment and fails to cure the breach within thirty (30) days after MA Plan gives DENTIST written notice of the breach, MA Plan may terminate this Amendment and the Agreement upon five (5) days' written notice to DENTIST. For purposes of these CMS Required Terms, a material breach will have occurred upon the following events including, but not limited to (a) a material violation of MA Plan's policies and procedures, or (b) a determination by CMS that DENTIST has not satisfactorily performed its obligations under the Agreement.
20. Accountability. MA Plan oversees and is ultimately accountable to CMS for adhering to and complying with all terms and conditions of the MA Contract and that MA Plan may only delegate functions to DENTIST or a Downstream Entity pursuant to a written agreement specifying the activities and responsibilities of each party, including provisions for revocation of delegation activities and reporting requirements.