

## Participating Dentist Agreement Government Programs

This Participating Dentist Agreement (this “Agreement”) is between Oregon Dental Service, an Oregon nonprofit corporation (“ODS”), and the undersigned dentist, who is a duly licensed dentist in his/her current State of practice (“Dentist”).

ODS has entered into agreements with one or more health insurance companies (“Medicare Advantage Organizations” or “MAOs”) and coordinated care organizations (“CCOs”) to provide Covered Services to Medicare and Medicaid eligible Members.

Dentist seeks to provide Covered Services to Members eligible under either Medicare Advantage Organizations or Medicaid or both as demonstrated by the exhibits attached to this Agreement.

ODS does business as Delta Dental Plan of Oregon for commercial and Medicare dental business. To the extent this Agreement references ODS as it relates to Medicare Advantage Members or policies, Dentist acknowledges that ODS shall use its dba Delta Dental Plan of Oregon.

ODS does business as ODS Community Dental for Medicaid dental business. To the extent this Agreement references ODS as it relates to Medicaid Members or policies, Dentist acknowledges that ODS shall use its dba ODS Community Dental.

This Agreement, together with the documents referenced and incorporated in this Agreement, state the terms and conditions of Dentist’s participation in the ODS provider network as indicated in the attached exhibit(s).

### 1. Definitions.

- 1.1 “Centers for Medicare and Medicaid Services” or “CMS” means the agency within HHS that administers the Medicare program.
- 1.2 “Covered Services” means those necessary dental services covered under the terms and conditions of the Member’s dental benefit plan.
- 1.3 “Department of Health and Human Services” or “HHS”
- 1.4 “Member” means an individual who has enrolled in and maintains eligibility under a dental benefit plan offered by ODS or any national affiliate of ODS.
- 1.5 “Oregon Health Authority” or “OHA”
- 1.6 “Provider Handbook” means the ODS dental provider handbook applicable to the government program under which Member is enrolled and as amended by ODS and available at the website listed on the applicable attached exhibit(s).
- 1.7 “Policies and Procedures” or “P&Ps” mean those policies and procedures adopted by ODS and its national affiliates (if applicable) to the extent such apply to the Dentist’s participation in the applicable network or providing services to Members enrolled under a government program.

### 2. Dentist’s Services

- a. *Scope of Services.* Dentist agrees to provide Covered Services for Members on the dental benefit plans according to the terms and conditions provided in the attached exhibit(s).

- b. *Requirements.* Dentist agrees to comply with the Provider Handbook indicated in the attached exhibit(s) and P&Ps as they shall be amended. ODS reserves the right to amend the Provider Handbook and P&Ps at any time. ODS will notify Dentist of such amendments by posting the amendments on website identified in the attached exhibit(s) or by other appropriate means. The Provider Handbook and P&Ps are incorporated into this Agreement and shall be deemed part of this Agreement. To the extent of a conflict between the terms of this Agreement and either the Provider Handbook or the P&Ps, the terms of the Provider Handbook shall take precedence, followed by this Agreement and, lastly, by the P&Ps.
- c. *Provision of Services.* Dentist agrees to provide Covered Services to Members according to the terms of this Agreement and the Member's applicable dental benefit plan. If Dentist uses employees, agents or subcontractors (collectively "Dentist's Personnel") to provide Covered Services to Members, Dentist shall ensure that such Covered Services are provided consistent with the requirements of this Agreement and Member's dental benefit plan. Further, Dentist agrees, and will require Dentist's Personnel, to provide information regarding treatment options in a culturally competent manner, including the option of no treatment. Dentist will also ensure that Members with disabilities have effective communications in making decisions regarding treatment options.
- d. *Quality of Services.* Dentist shall, and require all Dentist's Personnel to, provide all services including, without limitation, Covered Services consistent with the professional standard of care in Dentist's community. The quality and availability of Dentist's services to Members shall be no less than the quality and availability of services provided to Dentist's other patients. Further, Dentist agrees to, and shall require all Dentist's Personnel, to comply with ODS' quality improvement programs and dental management programs. ODS will communicate its guidelines to Dentist in accordance with State and Federal law.
- e. *Compliance with Laws.* Dentist will comply with all applicable laws and regulations relating to the provision of services under this Agreement. If requested by ODS, Dentist will cooperate with ODS by providing information or taking other reasonably necessary for ODS to comply with applicable laws and regulations.
- f. *Relationship of the Parties; Indemnification.* Dentist provides services under this Agreement as an independent contractor. Dentist is not an ODS employee, agent, partner, or joint venture of ODS. ODS is not liable for the acts or omissions of Dentist or Dentist's Personnel. Dentist and Dentist's Personnel will not have authority to bind ODS to any obligation or liability. Dentist agrees to indemnify and hold harmless ODS and its officers, members, shareholders, investors, partners, principals, employees, agents, contractors and insurers from and against any claims, actions, losses, liabilities, damages, costs, expenses and/or injuries including, without limitation reasonable attorneys' fees and expenses to the extent resulting from (i) Dentist's breach of this Agreement or (ii) negligent or intentional act or omission of Dentist or Dentist's Personnel.
- g. *Independent Judgment.* This Agreement is not intended in any way to interfere with Dentist's professional judgment in providing services to Members consistent with professional standards. Dentist and Member retain sole responsibility to determine the appropriate care for the Member. ODS agrees to not prohibit or otherwise restrict Dentist, acting within the scope of his/her lawful scope of practice, from advising, or advocating on behalf of a Member regarding:
  - i. The Member's health status, dental care, or treatment options (including any alternative treatments that may be self-administered), including the provision of sufficient information to the Member to provide an opportunity to decide among all relevant treatment options;

- ii. The risks, benefits, and consequences of treatment or non-treatment; or
  - iii. The opportunity for the Member to refuse treatment and to express preferences about future treatment decisions.
- h. *Confidentiality and Privacy.* Dentist will comply with the confidentiality and Member record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of dental records, or other health and enrollment information, (2) ensuring that dental information is released only in accordance with applicable State and Federal law, or pursuant to court orders and subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Members to the records and information that pertain to them. Dentist will safeguard Members' privacy and confidentiality and ensure the accuracy of Members' health records.
- i. *Professional Liability.* Dentist agrees to carry professional liability insurance providing coverage at a minimum of \$1 million dollars per claim and \$3 million dollars in the aggregate. Dentist agrees to notify ODS of any changes in professional liability insurance coverage including the carrier and policy number.
- 3. Payment for Covered Services**
  - a. *Fee Schedule.* ODS shall pay Dentist for Covered Services pursuant to the fees schedule detailed in the attached Exhibit(s).
  - b. *Limitations.* If ODS fails to pay for Covered Services as set forth in the Member's dental benefit plan's contract or evidence of coverage, Dentist shall not seek payment and Member shall not be liable for any amounts owed by ODS in accordance with the provisions of ORS 750.095(2).
- 4. Qualifications.** Dentist must at all times satisfy the following qualifications: (1) maintain an unrestricted license to practice dentistry in the State of his/her practice; (2) maintain, and ensure Dentist's Personnel applicable, qualifications by licensure, education, training, experience, and ability to provide the Covered Services for which compensation is sought pursuant to this Agreement; and (3) maintain professional liability insurance covering the services provided by Dentist and Dentist's Personnel in such amounts and on such terms as required by Provider Handbook.
  - a. Dentist agrees to participate and comply with and provide required information to satisfy ODS' P&Ps relating to selection and credentialing of dentists.
  - b. Dentist represents and warrants that Dentist and all Dentist's Personnel utilized to provide services under this Agreement to satisfy the qualifications set forth in this Section. Dentist shall immediately notify ODS if Dentist or Dentist's Personnel fail to satisfy the qualifications set forth in this Section.
- 5. Term and Termination.**
  - a. *Term.* This Agreement will become effective as of the date set forth below and will continue until terminated consistent with the provisions of this Agreement.
  - b. *Termination for Convenience.* This Agreement may be terminated by either party for convenience upon sixty (60) days prior written notice to the other party; provided that Dentist agrees to complete all treatment plans for Members, which were begun prior to the effective date of notice of termination by Dentist.
  - c. *Termination for Cause.* ODS will have the right to terminate this Agreement or any Exhibit if Dentist fails to meet the obligations under this Agreement and any Exhibit in a satisfactory manner, or if Dentist's requisite reporting and disclosure requirements are not otherwise fully met in a timely manner with thirty (30) days prior written notice detailing the deficiency giving rise to the for-cause termination. Dentist shall have the opportunity to cure the deficiency within the thirty (30) day period. If Dentist fails to cure the deficiency, this Agreement and all Exhibits shall terminate at the conclusion of the thirty (30) day period.

- d. *Immediate Termination.* This Agreement will immediately terminate upon written notice upon: (i) the institution by or against either party for insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of either party's debts; (ii) either party making an assignment for the benefit of creditors; (iii) either party's dissolution or ceasing to operate in the ordinary course of business; (iv) Dentist or Dentist's Personnel fail to maintain the applicable qualifications set forth in Section 4 above.
- 6. Confidentiality.**
- a. *Definition of Confidential Information.* "Confidential Information" shall mean all information provided by Delta Dental or any of its employees, agents or consultants to Dentist, including its employees, agents or consultants (collectively Dentist's "Representatives"), in connection with this Agreement. Confidential Information includes, without limitation, all fee schedules, compensation for Covered Services and/or quality programs, Policies and Procedures.
- b. *Obligations.* Dentist and its Representatives acknowledges and agrees to protect and maintain in strict confidence all Confidential Information. Dentist and its Representatives shall use Confidential Information solely for purposes related to performing the services under this Agreement and shall not use, disclose, reproduce or transfer Confidential Information, directly or indirectly, for any other purpose. Dentist and its Representatives shall treat any compilation, abstract, summary or copy of Confidential Information as Confidential Information. Dentist on behalf of itself and its Representatives further acknowledges that the terms and conditions of this Agreement will be considered Confidential Information. Both during and after the term of this Agreement, Dentist and its Representatives will take all appropriate measures to prevent (i) the use by Dentist or its Representatives of any Confidential Information in any manner except as expressly permitted herein, and (ii) the disclosure of the Confidential Information to any third party, either directly or indirectly, in any manner that may result in disclosure of the Confidential Information of any third party.
- c. *Remedies and Injunctive Relief.* Dentist acknowledges that if it or its Representatives fails to comply with any obligation hereunder, Delta Dental may suffer immediate, irreparable harm for which monetary damages will provide inadequate. Dentist agrees that in addition to any other remedies available to it at law or in equity, Delta Dental is entitled to seek injunctive relief to specifically enforce the terms of this Confidentiality Provision without the necessity of posting a bond.
- 7. Directory.** Dentist authorizes ODS to include Dentist's name and other relevant information in ODS's directory of participating dentists. ODS may publish its directory by posting it on ODS's website or by other means. Dentist may not utilize ODS's name or logo in marketing activities or otherwise promote his/her contracting status without ODS's prior written consent. ODS does not guarantee that ODS Members will use the Dentist or that the Dentist will acquire any minimum number of Members as patients.
- 8. Dental Practice(s).** This Agreement applies to all Dentist's dental practices at time of execution, and as later acquired by Dentist, associated with and billing under Dentist's Tax ID Number provided on this Agreement's Signature Page. For the avoidance of doubt, if Dentist acquires a new dental practice after execution of this Agreement, said new dental practice shall automatically be included under this Agreement with no need to execute an amendment hereto. If the parties determine that an after acquired dental practice should not be included under this Agreement, the parties shall execute an amendment excluding the specified dental practice from inclusion.
- 9. Audit.** Dentist acknowledges that ODS, HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems

related to CMS's contract with an MAO through 10 years from the final date of the Final Contract Period or from the date of completion of an audit, whichever is later. If the Medicaid exhibit is attached to this Agreement, the above listed audit rights shall also apply to OHA, the CCOs and their designees. Dentist shall make available to the aforementioned entities its premises, physical facilities, and equipment to accommodate the periodic auditing of financial records and evaluation of the quality, appropriateness, and timeliness of any services to Members.

**10. Exclusion from Participation in Federal Programs.** Dentist is prohibited from employing or contracting with persons or entities that have been excluded from doing business with the federal government including, without limitation, Section 1128 or 1128A of the Social Security Act (SSA). Upon hiring or contracting and monthly thereafter, Dentist must verify Dentist's Personnel are not excluded by comparing them against the Office of the Inspector General (OIG) List of Excluded Individuals and Entities and the General Services Administration Excluded Parties List System. No payment will be made by ODS, Medicare, Medicaid or any other Federal or state health care program for any item or service furnished on or after the effective date specified in the notice period, by an excluded individual or other authorized individual who is excluded when the person furnishing the item or service knew or had reason to know of the exclusion. If requested, ODS will provide assistance with implementation of the exclusion process. The websites in which excluded persons can be found are:

- Excluded Party List System: [www.sam.gov](http://www.sam.gov)
- List of Excluded Individuals and Entities: <https://exclusions.oig.hhs.gov/>

**11. Amendment.** ODS may amend this Agreement, any Exhibit or ODS' Provider Handbook(s) and P&Ps at any time by providing written notice to Dentist at least thirty (30) days prior to the effective date of the amendment. The written notice may be provided by posting the amendment on ODS's web site or by sending notice by email or regular mail to Dentist's last known address. Dentist may terminate this Agreement pursuant to Section 5.2 if Dentist objects to the amendment.

**12. Miscellaneous.**

- a. *Notice.* Unless otherwise specified in this Agreement, any notice required by this Agreement may be given by sending the notice to the other party's last known address or fax number by United State mail, postage prepaid, or by facsimile. For notice given by mail, notice is deemed to be given three days after mailing. For notice given by facsimile, notice is deemed to be given upon confirmation of receipt.
- b. *Assignment.* Dentist may not assign any of Dentist's rights or obligations under this Agreement. ODS may assign its rights and obligations under this Agreement to an affiliated entity without Dentist's prior consent.
- c. *Interpretation.* This Agreement will be interpreted to comply with all applicable laws and regulations. To the extent this Agreement is found not to comply, this Agreement will be deemed to comply with those laws and regulations.
- d. *Provider Handbook and P&P Acknowledgment.* Dentist acknowledges that he/she has read, fully understands and agree to abide by the terms of the Provider Handbook and the P&Ps (as revised from time to time) as provided by ODS.

[signature page follows]

## SIGNATURE PAGE

This Agreement is effective as of \_\_\_\_\_.

### DENTIST

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
NPI Number

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Email Address for Notice

\_\_\_\_\_  
DMAP Number (if applicable)

\_\_\_\_\_  
Notice Address:

### OREGON DENTAL SERVICE

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name

Notice Address:  
Oregon Dental Service  
Attn: Dental Provider Relations  
601 SW Second Avenue  
Portland, OR 97204

## Medicare Exhibit

Pursuant to the terms of the Agreement and this Medicare Exhibit (the “Medicare Exhibit”) Dentist agrees to abide by the following provisions as a condition to participate in the Delta Dental of Oregon Medicare Provider Network (“Medicare Dental Network”) and receive payment for Covered Services to Members enrolled on Medicare Advantage policies. For purposes of the provisions contained within this Medicare Exhibit, the term “Member” shall refer to Members enrolled on a Medicare Advantage policy with a Medicare Advantage Organization (MAO) directly contracted to ODS or any MAO affiliated with a Delta Dental member company operating under an ODS delegation agreement.

- A. *Delegated Responsibilities.* The parties acknowledge that ODS maintains ultimate responsibility for adhering to and otherwise complying with all terms and conditions of ODS’ contracts with MAOs. The delegated activities and reporting responsibilities are specified in the Agreement and this Medicare Exhibit (“Medicare Delegated Activities”). ODS and each MAO reserve the right to revoke the Medicare Delegated Activities or to specify other remedies in instances where MAO or ODS determine that Dentist has not performed satisfactorily.
- B. *Dentist Attestation.* Dentist shall complete, no less than annually, an attestation provided by ODS confirming his/her compliance with ODS policies and both federal and Medicare rules and regulations. The attestation may be amended from time to time in ODS’ discretion.
- C. *Provider Handbook.* In addition to compliance with the terms of the Provider Handbook and Policy and procedures (P&Ps) which are applicable to Dentist regardless of the network in which Dentist participates, Dentist agrees to comply with all Provider Handbook provisions and P&Ps specifically related to the Medicare Dental Network, as they shall be amended. ODS reserves the right to amend the Medicare Dental Network related provisions of the Provider Handbook and P&Ps at any time. ODS will notify Dentist of such amendments by posting the amendments on ODS’ website or by other appropriate means. All Medicare Dental Network provisions of the Provider Handbook and P&Ps are incorporated herein by reference.
- D. *Payment for Covered Services.*
  - D1. Delta Dental PPO Fees. ODS shall pay Dentist for Covered Services to Medicare Advantage Members using the Dentist’s then current Delta Dental PPO Fees pursuant to Delta Dental of Oregon and Alaska Participating Dentist Agreement, Delta Dental Premier Network Exhibit by and between Dentist and ODS (the “Premier Agreement”).
  - D2. Effective Date. This Medicare Exhibit is effective as of the effective date listed on the Agreement’s signature page.
  - D3. Multiple Locations. In the event Dentist maintains multiple clinic locations with distinct TIN(s)/EIN(s), Dentist shall file fees for each location separately.
  - D4. Limitations. If ODS fails to pay for Covered Services as set forth in the Member’s Medicare Advantage policy or evidence of coverage, Dentist shall not seek payment and Member shall not be liable for any amounts owed by ODS in accordance with the provisions of ORS 750.095(2).
  - D8. Exclusions. Dentist may bill and collect from Member fees for dental services which are excluded from coverage under Member’s Medicare Advantage policy. For the avoidance of doubt, denial of predetermination for or payment of a dental service that is a Covered Service that would otherwise be eligible for coverage under a Member’s Medicare Advantage policy is not an exclusion for which Dentist may bill or collect from Member.

- E. *Regulatory Requirements.* Dentist shall comply with all applicable Medicare laws, regulations and CMS guidance and any other applicable federal, state and local laws and regulations, and all amendments thereto, including, but not limited to, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91; the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972 (regarding education programs and activities); Titles II and III of the Americans with Disabilities Act; and section 1557 of the Patient Protection and Affordable Care Act. Dentist understands and agrees that this Agreement shall be deemed automatically amended as necessary to comply with any applicable state or federal regulation, or any applicable provision of the MAO's contract with CMS.
- F. *Member Liability.* Dentist shall not hold Members liable for payment of any fees that are the legal obligations of ODS or the MAO. In no event, including, without limitation, nonpayment by ODS, ODS' insolvency or breach of this Agreement, shall Dentist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member, or person other than ODS acting on a Member's behalf, for Covered Services provided pursuant to this Agreement and, more specifically, this Medicare Exhibit.
- F1. Nothing in this Exhibit prohibits Dentist from collecting deductible, coinsurance or copayments consistent with the filed fees as part of the Member's Medicare Advantage policy. Further, nothing in this Medicare Exhibit shall prohibit Dentist from collecting charges for services rendered by Dentist that are not covered under Members' Medicare Advantage policies.
- G. *State Obligations.* For all Members eligible for both Medicare and Medicaid, Member shall not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Dentist will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. Dentist may not impose cost-sharing that exceed the amount of cost-sharing that would be permitted with respect to the Member under title XIX if the Member were not enrolled in such a plan. Dentist will (1) accept the ODS payment as payment in full, or (2) bill the appropriate State source.
- H. *Dentist -Preclusion.* Dentist attests that he/she is not precluded from any Medicare program in accordance with Medicare laws and regulations. Further, Dentist attests none of Dentist's Personnel are precluded from any Medicare program. Notwithstanding anything in the Agreement or this Medicare Exhibit, ODS may terminate the Agreement or this Medicare Exhibit, individually or collectively, in the event Dentist or Dentist's Personnel are found to be precluded from Medicare programs.

**DENTIST**

**ODS**

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name