

Delta Dental Oregon is pleased to present you with this Delta Dental Medicare Advantage Provider Manual. This manual will serve as a useful source of information for you and your office staff. Please take the time to review the manual in its entirety. We look forward to serving you.

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Medicare Advantage Program

Medicare Advantage (MA) is a health insurance program under Part C of Medicare, which allows Medicare beneficiaries an alternate means to receive traditional basic Medicare benefits (hospital coverage under Part A and medical coverage under Part B) through private health plans, also known as Medicare Advantage Organizations (MAO), approved by and contracted with CMS. These private companies may also provide other supplemental benefits that traditional Medicare does not cover such as vision and dental services; however, such other benefits must adhere to all Medicare laws and CMS regulations and instructions. The MAO's enrollees usually are required to pay copayments/coinsurance amounts for the additional dental benefits coverage.

CMS holds the MAO, Delta Dental, and Participating Dentists to a wide variety of federally-mandated managed care standards for marketing, reporting, provider credentialing, utilization review, and quality improvement. For example, enrollee materials must be pre-approved by CMS; extensive claims reporting to CMS is required; credentialing procedures and provider contracts must include certain provisions not otherwise required for commercial business; and the handling of enrollee complaints and grievances must follow federally prescribed procedures. CMS reserves the right not to renew MAO contracts annually. CMS may also cancel, sanction, or suspend MAO contracts during the plan year if serious, repeated compliance violations are found, or if the MAO is no longer able to effectively deliver health services to Medicare beneficiaries. The MAO contracting with Delta Dental is given regulatory oversight and auditing authority over Delta Dental to enforce CMS standards in the delivery of dental services to MA Enrollees.

The policies and procedures set forth in other sections of this Manual are consistent with the CMS standards governing Medicare Advantage Programs; however, there are necessary adjustments, modifications, and additions to those policies and procedures that apply to Participating Dentists participating in Delta Dental's Medicare Advantage Programs. In addition to the policies and procedures stated elsewhere in this Manual, the following are additional provisions that must be adhered to as a condition of a Participating Dentist's participation in Delta Dental's Medicare Advantage Provider networks.

In the event of any inconsistencies between any provisions contained in this section of the Manual and any other provisions of the Manual or the Participating Dentist's Participating Provider Agreement, the provisions of this section of the Manual shall govern in the delivery of covered dental services to MA Enrollees. If any provisions of this Manual conflict with the provisions of any statute or regulation applicable to Delta Dental, the provisions of the statute or regulation shall have full force and effect.

Covered and non-covered services

Participating Dentists must furnish Covered Services to MA Enrollees in a manner consistent with the requirements of the Medicare statutes, regulations, CMS pronouncements, Delta Dental's contractual

obligations to the MAO, and Delta Dental policies and practices, as well as professionally recognized standards of healthcare. Participating Dentists must make services accessible and available to MA Enrollees when medically necessary. Participating Dentists also agree to comply with Delta Dental policies and procedures to ensure that Covered Services are provided in a culturally competent manner to MA Enrollees, including those with limited English proficiency or reading skills, diverse cultural or ethnic backgrounds, or physical or mental disabilities, to ensure that MA Enrollees have effective communications with participants throughout the health system in making decisions regarding treatment options, including the option of receiving no treatment, and to ensure that instructions are provided to MA Enrollees regarding follow-up care, and the provision of training in selfcare as necessary.

Also, a Participating Dentist who refers a patient to another provider for a non-Covered Service or who furnishes a non-Covered Service must first obtain the Enrollee's signed acknowledgement that (1) the service is a non-Covered Service and, if applicable, the amount the Enrollee is responsible to pay; and (2) either (a) the Enrollee has received a denial notice from Delta Dental, and is aware of their right to appeal the determination and no appeal is pending, or (b) the evidence of coverage is clear that the services are never Covered Services under the Enrollee's plan.

Non-Discrimination based on health or other status

Participating Dentists shall not deny, limit, or condition coverage or the furnishing of healthcare services or benefits to MA Enrollees based on any factor related to health status, including, but not limited to, medical condition (including mental as well as physical illness), claims experience, receipt of health care, medical history, genetic information, evidence of insurability (including conditions arising out of acts of domestic violence), race, ethnicity, national origin, religion, sex, age, sexual orientation, source of payment, or mental or physical disability.

Government right to inspect

Participating Dentists agree that HHS, CMS, the Comptroller General or their designees have the right to inspect, audit and evaluate quality, appropriateness, and timeliness of services, as well as any pertinent books, contracts, medical records, patient care documentation and other documents, papers and records of a Participating Dentist relating to the MA Program, any aspect of services furnished to MA Enrollees during the term of the Program, and reconciliation of benefit liabilities and determination of amounts payable under the Program, or as the Secretary of HHS may deem necessary to enforce its contract with the MAO. Participating Dentists shall cooperate with and shall assist and provide such information and documentation to such entities as requested. Participating Dentists shall retain, and agree that the right to inspect, evaluate and audit any pertinent information, books, contracts, records and other documents for any particular contract period shall extend for a period of ten (10) years following the termination date of the contract between the MAO and Delta Dental or until the date of completion of any audit, or until the expiration of any timeframe that CMS may require via written

notice provided to Delta Dental at least thirty (30) days before the normal disposition date, whichever is later, unless such time frame is extended for reasons specified by regulation (such as in the event of fraud).

This provision shall survive termination of Delta Dental's contract with the MAO and/or Participating Dentist's Participating Provider Agreement with Delta Dental. To the extent that a Participating Dentist executes a contract with any other person or entity that in any way relates to obligations under the Program, the Participating Dentist shall require that such other person or entity assume the same obligations that a Participating Dentist assumes under the Program.

Confidentiality and enrollee record requirements

Participating Dentists shall maintain any medical records or other health or enrollment information regarding MA Enrollees in an accurate and timely manner and shall provide timely access by MA Enrollees to the records and information that pertains to them as required by applicable law. Participating Dentists shall safeguard the privacy of any information that identifies a particular MA Enrollee and shall abide by all applicable federal and state laws regarding the confidentiality and disclosure of medical records or other health and enrollment information. A Participating Dentist shall not require a patient as a condition to receiving health care services to sign an authorization, release, consent, or waiver permitting disclosure of medical information subject to confidentiality protections under applicable law. Participating Dentists shall release such information only in accordance with applicable law and Delta Dental policies and procedures. A Participating Dentist agrees to establish and maintain procedures and controls so that no information contained in its records or obtained from Delta Dental, the MAO, CMS, or from others in carrying out the terms of the Participating Dentist's Participating Provider Agreement with Delta Dental shall be used by or disclosed by it, its agents, officers, or employees except as provided in applicable federal and state law.

Prompt payment

A Participating Dentist shall provide to Delta Dental all information necessary for Delta Dental to establish and make proper payment for Covered Services provided to a MA Enrollee. Delta Dental shall pay a Participating Dentist for Covered Services rendered to MA Enrollees in accordance with federal law, including CMS regulations, and the contract between Delta Dental and the Participating Dentist. Any Clean Claim, as defined in [42 C.F.R. § 422.500](#), shall be paid within thirty (30) days of receipt by Delta Dental at such address as may be designated by Delta Dental, and Delta Dental shall pay interest on any Clean Claim not paid within thirty (30) days of such receipt by Delta Dental at the rate of interest established by the Secretary of the Treasury of the United States, and published in the Federal Register for the most recent period.

Hold harmless

A Participating Dentist agrees that in no event, including, but not limited to, nonpayment by Delta Dental, insolvency of Delta Dental or breach of the Participating Dentist's Participating Provider

Agreement, shall Participating Dentist or anyone on Participating Dentist's behalf, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against MA Enrollees or persons other than Delta Dental acting on their behalf for Covered Services. This provision shall not prohibit collection of supplemental charges or copayment, coinsurance or deductible amounts from MA Enrollees. The Participating Dentist further agrees that this provision shall survive the termination of the Participating Dentist's Participating Provider Agreement with Delta Dental regardless of the cause giving rise to such termination and shall be construed to be for the benefit of the MA Enrollee. This provision shall supersede any oral or written contrary agreement now existing or hereafter entered into between the Participating Dentist and the MA Enrollee or persons acting on the Enrollee's behalf.

Continuation of benefits

Participating Dentists shall continue to provide Covered Services to MA Enrollees for the duration of the MAO's contract period through which premium payments have been made by the MAO to Delta Dental and, with respect to MA Enrollees who (1) are hospitalized on the date that Delta Dental's MA contract with the MAO terminates or expires, or, if Delta Dental becomes insolvent, through the date of such MA Enrollee's discharge; or (2) if applicable, are receiving care in a skilled nursing facility within the meaning of 42 [USC](#) 1395i-3 on the date that Delta Dental's MA contract with the MAO terminates or expires or, if Delta Dental becomes insolvent, through December 31st of the final contract year. Such continuation of services shall be made in accordance with these terms and conditions as they may be amended and in effect at the time, including but not limited to, the compensation rates and terms set forth therein. This continuation of benefits provision shall survive termination of the Participating Dentist's Participating Provider Agreement with Delta Dental.

Compliance with federal and state laws

Participating Dentists shall comply with all laws, regulations, and CMS instructions, including, but not limited to, those applicable to individuals and entities receiving federal funds, and all other applicable federal and state laws, regulations and governmental issuances including, but not limited to, those designed to prevent or ameliorate fraud, waste, and abuse, those governing participation in the Medicare Advantage Program, [Title VI of the Civil Rights Act of 1964](#), [the Age Discrimination Act of 1975](#), [the Americans with Disabilities Act](#), [the Rehabilitation Act of 1973](#), [the False Claims Act \(31 U.S.C. §3729 et seq.\)](#), [the federal health care program anti-kickback statute](#), and HIPAA Administrative Simplification rules at [45 C.F.R. Parts 160, 162, and 164](#). To the extent that Participating Dentists execute a contract with any other person or entity that in any way relates to a Participating Dentist's obligations under the Participating Dentist's Participating Provider Agreement, the Participating Dentist shall require that such other person or entity assume the same obligations that Participating Dentist assumes under the Participating Dentist's Participating Provider Agreement.

Compliance with grievance and appeals requirements

A Participating Dentist shall cooperate and comply with all requirements of CMS, the MAO, and Delta Dental regarding MA Enrollee grievances and appeals, as well as enrollment and disenrollment determinations, including the obligation to provide information (including medical records and other pertinent information) to Delta Dental within seven (7) calendar days of the first request required by regulation or, if not so required, reasonably requested for such purpose.

Noncompliance with applicable Delta Dental due dates for providing information may result in an administrative penalty. Continued noncompliance or refusal to provide records may result in additional actions, up to and including termination.

Compliance with policies, procedures and manuals

A Participating Dentist shall comply with all applicable Delta Dental policies, procedures, and Provider Manual provisions, which specifically include but are not limited to, where applicable, Delta Dental's policies and procedures governing patient management. A Participating Dentist shall, as requested by Delta Dental, consult with Delta Dental regarding Delta Dental's dental policy, quality improvement programs, and patient management procedures, including development of practice and utilization management guidelines. A Participating Dentist shall also comply with Delta Dental's requirements related to fraud, waste, and abuse.

Eligibility to participate in Medicare

In order to participate in Medicare Advantage, a Participating Dentist cannot be excluded or suspended from participation in the Medicare program under Section 1128 or 1128A of the Social Security Act, nor can they employ or contract with any individual or entity excluded or suspended from participation in the Medicare program. Payment will not be made for items or services furnished or prescribed by an excluded provider or entity.

Delta Dental monitors federal and state sanction and exclusion lists to confirm that Participating Dentists have continued eligibility to participate in the Medicare program. Before hiring or contracting (and on a monthly basis after) with any individual or entity for the provision of health care or administrative services, a Participating Dentist must review the OIG's List of Excluded Individuals and Entities at https://oig.hhs.gov/exclusions/exclusions_list.asp and the GSA System for Award Management (SAM) at <https://sam.gov/content/home>. Participating Dentists are required to immediately notify Delta Dental in writing if any sanctions or listing should occur.

Similarly, a Participating Dentist's license(s) under state law must not be subject to any sanctions or limitations, and the Participating Dentist will immediately notify Delta Dental in writing if such sanction or limitation occurs.

A Participating Dentist is required to immediately notify Delta Dental in writing if the Participating Dentist or any employee of Participating Dentist is criminally convicted or has a civil judgment entered against them for fraudulent activities or is sanctioned under any federal program involving the provision of health care or prescription drug services. Furthermore, if the Participating Dentist or any Provider(s) acting on Participating Dentist's behalf are an institutional provider or supplier, Participating Dentist and/or their Providers shall immediately notify Delta Dental in writing upon any change in such person's Medicare approval, state licensure, or accreditation status.

Providers on the CMS preclusion list

CMS maintains a Preclusion List of persons and entities that are precluded from receiving payment for Medicare Advantage items and services or Part D drugs furnished or prescribed to Medicare beneficiaries. The Preclusion List contains the names of individuals or entities that (1) are currently revoked from Medicare participation, are under an active reenrollment bar, and CMS has determined that the underlying conduct that led to the revocation is detrimental to the best interests of the Medicare program; (2) have engaged in behavior for which CMS could have revoked the individual or entity's participation to the extent applicable if they had been enrolled as a Medicare participant and CMS determines that the underlying conduct that would have led to revocation is detrimental to the best interests of the Medicare program; or (3) have been convicted of a felony under federal or state law within the previous ten (10) years that CMS deems detrimental to the best interests of the Medicare program.

Delta Dental monitors the Preclusion List and will notify any Enrollee who has been treated by a precluded provider in the previous 12-month period that the provider was added to the Preclusion List. Payment can no longer be made to the precluded provider which will hold financial liability for any services, items, and drugs that are furnished, ordered, or prescribed.

Training, code of conduct and annual certification

Within ninety (90) days of contracting with Delta Dental to treat MA Enrollees and annually thereafter, Participating Dentists and their employees and subcontractors are required to take the following actions:

- Completion and documentation of General Compliance and Fraud, Waste and Abuse training
- Receipt and distribution of Delta Dental's policies (or their own, if comparable) and Code of Conduct (CoC)

Delta Dental requests attestations of compliance with these requirements when submitting the initial contract application.

General compliance and fraud, waste and abuse training

Delta Dental's contracts with various MAOs require Participating Dentists to complete General Compliance and Fraud, Waste and Abuse (FWA) training.

Combatting Fraud [Combating Medicare Parts C & D Fraud, Waste, & Abuse \(cms.gov\)](https://www.cms.gov/medicare/medicare-eligibility/eligibility-requirements/medicare-compliance-and-fraud-waste-and-abuse)

Newly contracted Participating Dentists must complete the standardized training within 90 days from the contract effective date. Each new employee or subcontractor in a contracted dental office must also complete training within ninety (90) days from the employee's subcontractor's hire date.

Code of conduct

Participating Dentists must acknowledge the receipt of Delta Dental's policies (or their own policies, if comparable) and Code of Conduct (CoC). A Participating Dentist must retain evidence of CoC distribution and training logs for their employees and subcontractors that identify the employee or subcontractor name, course title, date training was completed, and certificate of completion and/or test scores for ten (10) years from the date training was completed.

Delegation/sub-delegation of duties

The MAO with which Delta Dental has an MA dental plan contract is required by CMS regulations to oversee Delta Dental's and a Participating Dentist's performance and the provision of dental services to MA Enrollees under the MA Program. Delta Dental and Participating Dentists are each accountable to the MAO and CMS for any functions or responsibilities as described in CMS's regulations. Participating Dentists shall perform their obligations under their Participating Provider Agreement with Delta Dental in a manner consistent with and in compliance with Delta Dental's contractual obligations under Delta Dental's MA dental plan contract with the MAO. In the event that Delta Dental sub-delegates to the Participating Dentist any function or responsibility imposed pursuant to Delta Dental's contract with the MAO, such delegation shall be subject to the requirements set forth in 42C.F.R. § 422.504(i)(4), as they may be amended over time. Any further sub-delegation by the Participating Dentist of functions or responsibilities imposed pursuant to Delta Dental's sub-delegation to the Participating Dentist shall be subject to the prior written approval of Delta Dental and shall also be subject to the requirements set forth in [42 C.F.R. § 422.504\(i\)\(4\)](https://www.ecfr.gov/current/title-42/chapter-II/subchapter-B/part-422/subpart-504/section-422.504(i)(4)), as they may be amended over time. Delta Dental or the MAO reserves the right to inspect any sub-delegation agreements by a Participating Dentist related to services provided to MA Enrollees under Delta Dental's MA dental contract.

Delegation/sub-delegation of duties offshore

A Participating Dentist must report any sub-delegation agreements to an offshore entity that receives, processes, transfers, handles, stores, or accesses MA Enrollees' protected health information (PHI) in oral, written, or electronic form to Delta Dental prior to execution of the written agreement with the offshore entity. In those instances, the Participating Dentist must submit to Delta Dental an attestation identifying the name and location of the offshore entity, the type of PHI involved, and the safeguards in place to protect the PHI. Attestations must be submitted when there is a new contract with an offshore entity and when there is a change in the functions that an offshore entity performs.

Opting out of Medicare

A dentist who has opted out of the Medicare program may receive payment for services provided to MA Enrollees that are covered as a supplemental benefit, such as routine dental treatment.

Compliance with provider directory listings

To ensure directory accuracy for MA Enrollees, changes to a Participating Dentist's office information must be promptly supplied to Delta Dental with current, accurate practice information for Treating Professional(s). In addition, the Participating Dentist must notify Delta Dental within five (5) business days when either closing or opening their practice to new patients and respond within thirty (30) days if there are discrepancies on Delta Dental's quarterly verification. Failure to adhere to these requirements may be grounds for removal from the participating provider network.

Data reporting

A Participating Dentist will cooperate with Delta Dental in its efforts to report to the MAO all statistics and other information related to its business, as may be requested or required by CMS. The Participating Dentist will send Delta Dental all encounter data and other program-related information that it requests, within the timeframes specified, and in a form that meets Medicare Program requirements. By submitting encounter data to Delta Dental, the Participating Dentist is representing to Delta Dental, and upon Delta Dental's request, the Participating Dentist will certify in writing, that the data is accurate, complete, and truthful, based on the Participating Dentist's best knowledge, information, and belief. If any data turns out to be inaccurate or incomplete, according to CMS rules, Delta Dental may withhold or deny the Participating Dentist's claims payment.

Quality of care review

Delta Dental conducts quality of care reviews to assess the quality of care provided by dentists. A quality of care review may result from multiple Enrollee complaints, or an analysis of quality assessments, utilization reports or patterns of care or conduct observed during claims processing. The quality of care review may include selective oral examinations of Enrollees by regional consultants and/or an on-site review of facilities and detailed chart audits.

Corrective action

When specific cases of substandard quality of care are identified during the quality of care review process, a letter requesting corrective action will be mailed to the treating Provider. There are many forms of corrective action that may be recommended, examples of which include:

- A quality correction letter indicating the deficiency(ies) and requiring changes to be implemented within a maximum of sixty (60) days (the seriousness of the deficiency or deficiencies noted will dictate the number of days which the Participating Dentist has to implement the required changes),
 - Special prior authorization/claims review,
 - Post-treatment reviews of patients by a regional dental consultant,
 - Requiring the Participating Dentist to attend training sessions or participate in continuing education programs,
 - Restricting acceptance of new Enrollees until the Participating Dentist has demonstrated compliance with all standards of care for a given amount of time,

Recouping sums paid where billing discrepancies are found during reviews,

- Restricting a Participating Dentist's authorized scope of services,
- Referral to the applicable state board of dental examiners and/or the U.S.

Department of Justice, Attorney General's Office, and

- Termination of the participating dentist agreement with Delta Dental.

Termination of the participating dentist agreement is a last resort. Where corrective action is recommended, Delta Dental's priority is to work with the Participating Dentist to improve performance and compliance with all Delta Dental policies and protocols defined in the participating dentist agreement, any applicable addendum, and this Manual. Delta Dental is willing to provide reasonable good faith forms of support to a dentist who shows sincere intent to correct deficiencies.

Peer review of professional competency or conduct may result in a proposed adverse action for "medical disciplinary cause or reason" affecting a Participating Dentist's continued participation in Delta Dental's provider network. A "medical disciplinary cause or reason" means an aspect of a Participating Dentist's competence or professional conduct is reasonably likely to be detrimental to the delivery of patient care.

Delta Dental's dental director may immediately initiate corrective action against a Participating Dentist for identified medical disciplinary cause, or any other reason where the dental director reasonably believes that the failure to take such action may result in imminent danger to the health of any

individual. The dental director will confirm that the Participating Dentist is provided with a notice of action and explanation of appeal hearing rights without delay.

Prior authorization/special claims review

As part of the quality and utilization review program, Delta Dental may require selected Participating Dentists to obtain prior authorization for some or all dental services. For example, a Participating Dentist may be required to submit additional X-rays and/or documentation to substantiate the need for the treatment requested or to demonstrate that the quality of the treatment performed is consistent with generally accepted standards of care.

Participating Dentists may be randomly selected to obtain prior authorization or for special claims review as a result of utilization review, or after consideration of other reasonable circumstances. Written notification will be sent to all selected dentists at least thirty (30) days in advance of prior authorization or special claims review requirements.

Fraud, waste and abuse prevention

As a government-funded program, an important MA program element is fraud and abuse prevention. This includes the cooperation and participation of Delta Dental's provider network in fraud and abuse prevention and reporting. Delta Dental's fraud and abuse prevention program complies with applicable state and federal law. Delta Dental is committed to identifying, investigating, penalizing, and prosecuting suspected and confirmed fraud and/or abuse. It is a Participating Dentist's responsibility to report any Enrollee or healthcare provider suspected of fraud and/or abuse. All reports will remain confidential. Fraud may be reported to any of the sources listed below. If a Participating Dentist suspects a person who receives Medicare benefits or a provider (physician, dentist, counselor, etc.) has committed fraud, waste, or abuse, they have a responsibility and a right to report it.

A Participating Dentist can report any providers or members suspected of fraud, waste or abuse directly to Delta Dental by visiting [Moda Medicare Advantage First Tier, Downstream and Related Entity \(FDR\) Compliance Guide \(updated Oct 2020\) \(modahealth.com\)](#).

A Participating Dentist may also contact the following:

Report suspected fraud, waste or abuse using any of the following methods:

Call

- Delta Dental of Oregon's (Moda) Fraud Hotline at 855-801-2991

OR

- Medicare at 1-800-MEDICARE

Email us at: stopfraud@modahealth.com

When reporting potential fraud, waste or abuse, it is helpful to gather as much information as possible.

When reporting about a provider (a doctor, dentist, counselor, etc.), include:

- Name, address, and phone number of provider
- Name and address of the facility (hospital, nursing home, home health agency, etc.)
- Medicare provider number or national provider identifier (NPI) of the provider and facility, if known
- Type of provider (doctor, dentist, therapist, pharmacist, etc.)
- Name(s) and phone number(s) of other witnesses who can help in the investigation
- Date(s) of events, and
- Summary of facts

When reporting about someone who receives benefits, include:

- The person's name
- The person's date of birth, Social Security number, or case number, if known,
- The city where the person lives, and
- Specific details about the fraud, waste or abuse

Participating Dentists must cooperate fully in making personnel and subcontractor personnel available in person for interviews, consultation, grand jury proceedings, pretrial conferences, hearings, trials, and in any other process, including investigations, at Participating Dentist's or the subcontractor's own expense.

Confidentiality

Participating Dentists are required to treat all information that is obtained through the performance of services under contract with Delta Dental as confidential information to the extent provided under state and federal laws, rules and regulations, and are prohibited from using such information in any manner except as is necessary for the proper discharge of obligations and securing of rights under a Participating Provider Dentist Agreement or as provided by applicable law.

Provider/enrollee communications

Delta Dental is prohibited from imposing restrictions upon the Participating Dentist's free communication with an MA Enrollee about the MA Enrollee's health conditions, treatment options, Delta Dental's referral policies, and other Delta Dental policies, including financial incentives or arrangements and all dental plans with whom the Participating Dentist contracts. A Participating Dentist should inform MA Enrollees of specific healthcare needs that require follow-up and ensure that MA Enrollees receive, as appropriate, training in self-care and other measures they may take to promote their own health.

Delta Dental may not take or threaten to take any punitive action against a Participating Dentist acting on behalf or in support of an Enrollee in requesting an expedited reconsideration of organizational determinations.

Participating Dentists and their employees and subcontractors must comply with CMS's MA marketing regulations and guidelines, including the requirement to remain neutral and objective when assisting with enrollment decisions. Enrollment decisions should always result in a plan selection in the Medicare beneficiary's best interest. Participating Dentists must not make phone calls or direct, urge, or attempt to persuade Medicare beneficiaries to enroll or disenroll in a specific MA plan based on the provider's financial or other interest. A Participating Dentist may only make available or distribute MA plan marketing materials to Medicare beneficiaries in accordance with CMS requirements. A Participating Dentist must comply with Delta Dental's processes for notifying Enrollees if their participating dentist agreement ends.

National provider identifiers (NPIs)

Dentists who are Covered Entities (as defined by the Health Insurance Portability and Accountability Act of 1996, as amended) are required by law to obtain and use a National Provider Identifier (NPI) number. The NPI is a ten-digit unique identifier for health care providers and organizations. There are two basic types of NPIs available: (i) individual and (ii) organizational. Individual NPIs (Type 1) are for health care providers, such as dentists. Organizational NPIs (Type 2) are for incorporated sole proprietors or incorporated businesses, such as group practices and clinics. If a Participating Dentist has formed a business entity for the practice of dentistry, they will need to obtain an organizational NPI and notify

Delta Dental of the NPI number(s) by contacting Delta Dental's Professional Relations at 888-374-8905 or e-mail dpror@deltadentalor.com.

Medicare Advantage Program Related Definitions

Terms and definitions

The following are terms that appear in this Manual and have these meanings:

Clean Claim -- A claim that has no defect, impropriety, lack of any required substantiating documentation, including the substantiating documentation needed to meet the requirements for encounter data or particular circumstance requiring special treatment that prevents timely payment, and a claim that otherwise conforms to the Clean Claim requirements under the original Medicare program.

CMS -Centers for Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services that administers the Medicare program.

Covered Services -- Those healthcare services which are covered under an MA plan.

HHS - the United States Department of Health and Human Services.

MA Enrollee or Enrollee - A Medicare eligible individual who is enrolled in a Medicare Advantage Organization's Medicare Advantage plan and is entitled to receive Covered Services under a Delta Dental plan issued to the Medicare Advantage Organization.

Medicare - the federal health insurance program for people who are 65 or older, certain younger people with disabilities, and people with end-stage renal disease.

Medicare Advantage Organization or MAO - A public or private entity organized and licensed by a state as a risk bearing entity that is certified by CMS as meeting the MA contract requirements.

Medicare Advantage Program or MA Program or Program - the program created by Congress in the Medicare Modernization Act of 2003 to replace the Medicare + Choice Program established under Part C of Title XVIII of the Social Security Act, including any regulations or CMS pronouncements and/or instructions.

Non-Covered Service - A dental procedure or service that an Enrollee chooses to have performed even though it is not a covered benefit under the Enrollee's MA plan.

Non-Participating Provider or Non-Network Dentist -A dentist who has not contracted with Delta Dental to provide services to MA Enrollees of the Program.

Organizational Determination - Any decision made by Delta Dental regarding payment or coverage of any service that the MA Enrollee believes is covered or should be covered under their health plan.

Participating Dentist - A dentist who has entered into a network participation agreement with Delta Dental and is authorized to deliver healthcare services to MA Enrollees enrolled in a Delta Dental MA plan. A Participating Dentist will be a participating Delta Dental Premier® and/or PPO Dentist who agrees to participate in DDOR's Medicare Advantage network. Delta Dental of Oregon's Medicare Advantage network is reimbursed at the dentist's Premier fee full for Covered Services rendered to MA Enrollees covered under the Program. Delta Dental of Oregon's Medicare Advantage providers agree to comply with Delta Dental's administrative guidelines, including this Manual.

Preclusion List -a list of providers and prescribers who are precluded from receiving payment for Medicare Advantage items or services or Part D drugs furnished or prescribed to Medicare beneficiaries.

Provider Directory - The directory of all Participating Dentists from whom a MA Enrollee may choose to obtain Covered Services.

EXHIBIT A - SAMPLE MEDICARE ADVANTAGE COMPLIANCE ATTESTATION FORM (DOWNSTREAM CONTRACTORS)

ANNUAL COMPLIANCE ATTESTATION

Because you are contracted with Delta Dental of Oregon to provide administrative or health care service functions that relate to Delta Dental of Oregon's Medicare Parts C and D contract(s), the Centers for Medicare and Medicaid Services (CMS) requires you to comply with various CMS program requirements. By completing this attestation, you certify that you and your organization are committed to ensuring compliance with CMS and Delta Dental of Oregon requirements. As used in this

Attestation, a Downstream Entity is an individual or entity with whom you or your organization contracts and who is involved in the benefits provided to Medicare Advantage Enrollees. You attest as follows (select all that apply):

Compliance Program

- My organization and I will maintain a compliance program appropriate for the size of my organization to ensure compliance with federal and state laws and regulations and Delta Dental of Oregon policies and procedures.

OIG and GSA Exclusion Screening

- My organization and I review the Office of Inspector General (OIG) List of Excluded Individuals and Entities (LEIE), and General Services Administration (GSA) List for our employees, temporary employees, board members, volunteers and contractors involved in the administration and delivery of services to Medicare Advantage enrollees. Exclusion screenings from these sources are checked prior to initial hire or contracting, and monthly thereafter. Any individual found on such lists will immediately be removed from any work directly or indirectly related to Medicare Advantage programs.

Preclusion List

- Neither my organization nor I am on the CMS Medicare Preclusion List. If either my organization or I am ever placed on the CMS Medicare Preclusion List, we will promptly notify Delta Dental of Oregon.

Reporting Mechanisms

- Internal employees were informed of their obligation and how to report any suspected noncompliance or potential Fraud, Waste, and Abuse (FWA) for internal review and investigation. The reporting mechanisms ensure confidentiality and allow for anonymity, as desired. Retaliation or intimidation against anyone who reports a concern in good faith is not allowed, and our organization reports any applicable incidents to Delta Dental of Oregon as they occur.

Record Retention

- My organization and I agree to maintain records of compliance training, disciplinary standards, investigations, compliance program materials, and exclusion checking for all employees, including temporary employees and volunteers, board members and downstream entities, for a minimum of 10 years. Records maintained must include but are not limited to: training materials and training logs, documentation of exclusion checks, and dissemination of compliance program policies.

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Compliance Information (applicable if you or your organization have any Downstream Entities)

- My organization and I attest that we have and will continue to obtain attestations from our downstream entities for which we have contracted to provide services for Medicare Advantage enrollees, and

will upon Delta Dental of Oregon request, obtain the same documentation requirements listed above from those entities.

My organization and I perform ongoing oversight of our downstream entities and disclose issues identified to Delta Dental of Oregon as soon as possible.

Not applicable

Offshore Subcontractor Reporting

My organization and I, including any of our downstream and related entities (Check One)

Do or Do not engage in offshore operations of any administrative or health care services related to Medicare Advantage business. If you checked "Do," please contact us for an "Offshore Subcontractor Attestation" for completion and submission to Delta Dental of Oregon.

Attestation Authorization

I certify that the information above is true and correct to the best of my knowledge, and the above compliance program requirements have been met. In addition, my organization and I will furnish evidence of completion of the above to Delta Dental of Oregon upon request for monitoring and auditing purposes.

Contracted Dentist's Printed Name	Email Address
Contracted Dentist's Signature	Phone Number
Title	Office Address 1
Tax Identification Number	Office Address 2
Date	Office Address 3

If the attestation applies to more than three dental office locations, please attach a separate sheet listing all locations.

Upon completion, please return the completed form and participating addendum to:

Email: dpror@deltadentalor.com

Mail: Delta Dental of Oregon

601 SW 2nd Ave,

Portland, OR 97204