Medicare Advantage Addendum to Dental Participating Provider Services Agreement

This Medicare Advantage Addendum to Dental Participating Provider Services Agreement (“Addendum”), effective as of the date signed by SelectHealth below (“Effective Date”), is entered into by and between _____________________ (“Provider”) and SelectHealth, Inc. (“SelectHealth”). Both SelectHealth and Provider are individually referred to herein as a “Party” and collectively as the “Parties”

WHEREAS the Parties entered into a Dental Participating Provider Services Agreement (“Dental PPSA”);

WHEREAS section IV.6.i. of the Dental PPSA allows the Parties to amend the Dental PPSA by executing a written document;

WHEREAS for SelectHealth to provide benefits pursuant to a Medicare Advantage plan authorized under Part C of Title XVIII of the Social Security Act (“Medicare Advantage”), certain provisions, as specified in federal laws and regulations, must be included within its contracts with Providers;

WHEREAS SelectHealth and Provider desire to arrange for the provision of quality healthcare services to Members with Medicare Advantage coverage; and

WHEREAS the Parties desire to amend the Dental PPSA to be consistent with their statutory and contractual obligations with the Centers for Medicare and Medicaid Services (“CMS”) to provide Covered Services to Medicare Advantage Members;

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

Part 1  Additional Terms Relating to Medicare Advantage Plans.

1.1 Regulatory Requirements. Provider and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. Also, in addition to any related provisions in the Dental PPSA, Provider agrees to comply, or to take the necessary actions to assist SelectHealth to comply, with the applicable provider requirements in 42 C.F.R. § 422, Subpart E, including provider certification requirements, anti-discrimination requirements, provider participation and consultation requirements, the prohibition on interference with provider advice, limits on provider indemnification, rules governing payments to providers, and limits on physician incentive plans. Provider agrees to cooperate, assist and provide information as requested.
1.2 **Audit.** Notwithstanding anything to the contrary in the Dental PPSA, the Department of Health and Human Services (‘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 (including medical records and documentation of the first tier, downstream, and entities related to CMS’ contract with SelectHealth through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later. Provider shall make available to SelectHealth, government agencies, and their designees its premises, physical facilities, and equipment to accommodate periodic auditing of financial records and evaluation of the quality, appropriateness, and timeliness of any services for Members under this Addendum and/or the Dental PPSA. In addition, if this Addendum and the Dental PPSA are determined to be subject to the provisions of Section 952 P.L. 96-499, which governs access to books and records of subcontractors of services to Medicare hospitals where the cost or value of such services under the contract exceeds $10,000 over a twelve (12) month period, then Provider agrees to permit representatives of the Secretary of the Department of Health and Human Services and of the Comptroller General, in accordance with criteria and procedures contained in applicable federal regulations, to have access to its books, documents, and records as necessary to verify the cost of services provided under the Dental PPSA and this Addendum. Provider will immediately notify SelectHealth if Provider receives a request for access to books, documents, and/or records from any of the parties named in this section.

1.3 **Confidentiality and Privacy.** Provider will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. Provider will safeguard Members’ privacy and confidentiality and ensure the accuracy of Members’ health records. Provider further agrees to safeguard the privacy of any information that identifies a particular Member and have procedures that specify: (i) for what purposes the information will be used within the Provider’s organization; and (ii) to whom and for what purposes it will disclose the information outside the Provider’s organization.

1.4 **Member Liability.** Members will not be held liable for payment of any fees that are the legal obligation of the MA organization. In no event, including, but not limited
to, non-payment by SelectHealth, SelectHealth’s insolvency or breach of this Addendum or the Dental PPSA, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member, or person other than SelectHealth acting on a Member’s behalf, for Covered Services provided pursuant to this Addendum and the Dental PPSA. This does not prohibit collection of supplemental charges, coinsurance or co-payments on SelectHealth’s behalf made in accordance with the terms of any agreement between SelectHealth and its Members. Further, this provision shall not prohibit the collection of charges for services rendered by Provider that are not covered under SelectHealth’s agreement with its Members.

1.5 Continuation of Services. Notwithstanding anything contained herein or in the Dental PPSA to the contrary, Provider will continue to provide Covered Services to Members in the event of SelectHealth’s insolvency, discontinuance of operations or termination of SelectHealth’s contract with CMS for the longer of the following time periods: (i) as needed to complete any medically necessary procedures commenced but unfinished at the time; (ii) until such time as such Member is appropriately discharged from the hospital; or (iii) for the duration of the contract period for which CMS payments have been made to SelectHealth.

1.6 State Obligations. For all Members eligible for both Medicare and Medicaid, Members will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Providers will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. Provider may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Providers will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source.

1.7 CMS Contractual Obligations. Any services or other activity performed in accordance with a contract or written agreement by Provider are consistent and comply with the SelectHealth’s contractual obligations. Also, SelectHealth and Provider agree that any services or other activity performed by a first tier, downstream, or related entity in accordance with a contract or written agreement are and will be consistent and comply with SelectHealth’s contractual obligations with CMS.

1.8 Prompt Payment. Contracts or other written agreements between SelectHealth and providers or between first tier and downstream entities must contain a prompt payment provision, the terms of which are developed and agreed to by the contracting
parties. SelectHealth is obligated to pay Provider under the terms of the Dental PPSA between Selecthealth and Provider. SelectHealth will attempt to adjudicate clean claims (as defined by federal regulation), which are submitted by Provider to SelectHealth within sixty (60) days of the date of service, within thirty (30) days from the date SelectHealth receives such claim.

1.9 **Selection of Providers.** The Parties acknowledge and agree that SelectHealth has not delegated the selection of providers to any other organization.

1.10 **Delegated Responsibilities.** The Parties acknowledge that SelectHealth maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with CMS, and that SelectHealth is ultimately accountable for any activity or responsibility under its contract with CMS that is delegated. The delegated activities and reporting responsibilities are specified in the Dental PPSA and this Addendum (“Delegated Activities”). CMS and SelectHealth reserve the right to revoke the Delegation Activities and any reporting requirements or to specify other remedies in instances where CMS or SelectHealth determine that such parties have not performed satisfactorily. SelectHealth will monitor the performance of the parties on an ongoing basis. The credentials of medical professionals affiliated with Provider will be either reviewed by SelectHealth or the credentialing process will be reviewed and approved by SelectHealth and SelectHealth must audit the credentialing process on an ongoing basis. If SelectHealth delegates the selection of providers, contractors, or subcontractors, SelectHealth retains the right to approve, suspend, or terminate any such arrangement. Provider and any downstream and related entities or transferees shall perform all Delegated Activities in a manner consistent with applicable federal laws and regulations, SelectHealth’s contract with CMS, CMS instructions and any delegation agreement entered into with SelectHealth. Provider agrees, and will require any downstream and related entities or transferees to agree, that HHS, the Comptroller General or their designees have the right to audit, evaluate and inspect any books, contracts, records, including medical records and documentation of Provider and any downstream and related entities or transferees involving transactions related to CMS’ contract with SelectHealth.

1.11 **Policies and Procedures.** SelectHealth will supply to Provider its policies and procedures relating to Medicare Advantage plans in accordance with and pursuant to the timeframes specified by Medicare Advantage regulations. Provider agrees to comply with all SelectHealth Medicare Advantage policies and procedures.
1.12 **Quality Assurance.** Provider agrees to comply with SelectHealth’s medical policy, quality improvement programs, and medical management procedures. SelectHealth and Provider agree to consult with each other regarding the medical policy, quality improvement programs, and medical management procedures to assure that practice guidelines and utilization management guidelines are based on reasonable medical evidence or a consensus of health care professionals in the particular field, consider the needs of the enrolled population, are developed in consultation with contracting physicians, and are reviewed and updated periodically. SelectHealth will communicate its guidelines to Provider in accordance with federal laws and regulations.

1.13 **Notice Upon Termination.** If SelectHealth suspends or terminates the Dental PPSA and this Addendum with Provider, SelectHealth will give provider written notice of the following:

A. The reason for the action, including, if relevant, the standards and profiling data used to evaluate the Provider and the numbers and mix of physicians needed by SelectHealth; and

B. Provider’s right to appeal the action and the process and timing for requesting a hearing.

1.14 **Notice for Deficiencies in Care.** Notwithstanding anything to the contrary contained in the Dental PPSA, Provider agrees that if SelectHealth suspends or terminates the Dental PPSA or this Addendum with Provider because of deficiencies in Provider’s quality of care, SelectHealth will give written notice of the suspension or termination to licensing or disciplinary bodies, or to other appropriate authorities.

1.15 **Credentialing.** In addition to the credentialing and recredentialing provisions found in the Dental PPSA, Provider agrees to comply with SelectHealth’s policies and procedures relating to selection and credentialing of Providers for Medicare Advantage plans.

1.16 **Provider Opt Out.** Notwithstanding anything to the contrary in the Dental PPSA, SelectHealth may terminate the Dental PPSA and/or this Addendum immediately if Provider “opts out” of the Medicare program in accordance with Medicare laws and regulations or fails to meet the credentialing requirements established by SelectHealth.
1.17 **Provider Relationship with Members.** SelectHealth agrees to not prohibit or otherwise restrict Provider (given that Provider is acting within the lawful scope of practice) from advising, or advocating on behalf of, a Member regarding:

A. The Member’s health status, medical care, or treatment options (including any alternative treatments that may be self-administered), including the provision of sufficient information to the individual to provide an opportunity to decide among all relevant treatment options;
B. The risks, benefits, and consequences of treatment or non-treatment; or
C. The opportunity for the individual to refuse treatment and to express preferences about future treatment decisions.

1.18 **Treatment Options.** Provider agrees to provide information regarding treatment options in a culturally-competent manner, including the option of no treatment. Provider will also ensure that individuals with disabilities have effective communications with participants throughout the health system in making decisions regarding treatment options.

1.19 **Exclusion from Participation in Medicare Program.** Provider shall inform SelectHealth immediately upon exclusion from participation in the Medicare program under section 1128 or 1128A of the Social Security Act (SSA) and acknowledges that SelectHealth is prohibited, by federal law, from contracting with a physician excluded from participation in the Medicare program under section 1128 or 1128A of the SSA, as amended.

1.20 **Encounter Data.** SelectHealth and Provider will submit to CMS or its designated entity, within the timeframe required by CMS, complete and accurate encounter data including medical records necessary to characterize the content/purpose of each encounter with a Member in such frequency, formats, and type as requested by CMS. Upon CMS request, Provider shall certify to CMS the accuracy, completeness, and truthfulness of the encounter data submitted to CMS or its designated entity. In the event CMS requires encounter data beyond that found on a submitted claim, Provider shall submit to SelectHealth complete and accurate encounter data including medical records necessary to characterize the content/purpose of each encounter with a Member in such frequency, formats, and type as requested by SelectHealth and within a reasonable timeframe established by SelectHealth.

1.21 **Federal Funds.** Provider acknowledges that it is receiving federal funds from SelectHealth and is subject to laws and regulations applicable to individuals/entities receiving federal funds.
1.22 Prohibition Against Inducements. Nothing contained herein or in the Dental PPSA shall be construed as an offer of inducement to Provider, directly or indirectly, to reduce or limit Medically Necessary Covered Services to a Member.

Part 2 Payment.

2.1 Payment for Covered Services. SelectHealth will pay Provider for Covered Services provided to Members in compliance with the requirements of the Members’ Medicare Advantage plan. Such payments will be made in amounts determined according to the fee schedule or formula referenced or set forth in Exhibit A. Provider is responsible to collect any copayments, coinsurance amounts, or deductibles applicable to Members according to the terms of the Members’ Medicare Advantage plan.

2.2 Changes in Payment Methodology or Amounts. SelectHealth may amend the applicable schedules and/or payment formulas by following the notice requirements of section 5.01 of the Dental PPSA.

Part 3 Term.

3.1 Term of the Addendum. This Addendum shall begin as of the Effective Date and continue until terminated.

Part 4 Termination.

4.1 Failure to Perform. SelectHealth will have the right to terminate this Addendum and/or the Dental PPSA if Provider fails to perform its obligations under the Addendum and the Dental PPSA in a satisfactory manner, or if Provider’s requisite reporting and disclosure requirements are not otherwise fully met in a timely manner.

4.2 Termination of Dental PPSA. This Addendum will terminate immediately upon termination of the Dental PPSA.

4.3 Termination Provisions of Dental PPSA. This Addendum may also be terminated in accordance with any of the termination provisions found in Section IV.7 4 of the Dental PPSA.

Part 5 General Provisions.

5.1 Exhibits. All Exhibits attached hereto are incorporated herein to this Addendum as if fully set forth herein.

5.2 Defined Terms. Capitalized terms not defined herein have the same meaning as defined in the Dental PPSA, except that the term “Member” as used in this
Addendum, shall only mean those SelectHealth Members enrolled in a Medicare Advantage plan.

5.3 Terms of the Dental PPSA. All terms and conditions of the Dental PPSA shall remain in full force and effect; provided, however that in the event of any conflict between a term or provision in this Addendum and the Dental PPSA, the term or provision is this Addendum shall prevail.

SIGNATURES

**Provider**

Date: ________________________________

Signature: ____________________________

By: ________________________________

Title: ________________________________

Tax ID: ________________________________

NPI: ________________________________

Medicare Number: ____________________
(If applicable)

**SelectHealth, Inc.**

Date: ________________________________

Signature: ____________________________

By: ________________________________

By: (print name) ____________________________

Title: ________________________________

Tax ID: ________________________________

NPI: ________________________________

Medicare Number: ____________________
(If applicable)
EXHIBIT A

TO MEDICARE ADVANTAGE ADDENDUM

FEE SCHEDULES AND FORMULAS

Included Services and Schedule of Payment for Services

I. Participating Networks covered by this Exhibit:

Medicare Advantage

II. Services covered by this Exhibit:

Dental professional services

III. Payment:

For providing Covered Services to Members on SelectHealth’s Medicare Advantage plan, SelectHealth will pay Provider the lesser of Provider’s billed charge or the Allowed Amount. In either case, SelectHealth will deduct from the billed charge or Allowed Amount, and will not be responsible to pay to Provider, the copayment, coinsurance, or deductible amount due from the Member.