

MEDICARE ADVANTAGE ADDENDUM

This Medicare Advantage Addendum (this "Addendum") to the Dentist Participation Agreement ("Agreement") is effective _____ (the "Effective Date") by and between Superior Dental Care, Inc. ("SDC") and _____ ("Dentist").

1. BACKGROUND

1.1 The Centers for Medicare and Medicaid Services ("CMS") requires that specific terms and conditions be incorporated into the agreement between a Medicare Advantage Organization and a First Tier Entity, and a First Tier Entity and its Downstream Entity, to comply with the Medicare laws, regulations, and CMS instructions including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108-173, 117 Stat. 2066 ("MMA").

1.2 SDC is a First Tier Entity or Related Entity to one or more Medicare Advantage Organizations, including Medical Mutual of Ohio.

1.3 Dentist and SDC are parties to the Agreement. This Addendum is incorporated into and made part of the Agreement.

1.4 SDC and Dentist are entering into this Addendum, pursuant to which Dentist shall become a Participating Dentist in the SuperDental MA Network and shall comply with CMS requirements.

2. DEFINITIONS

The following definitions shall apply to this Addendum. Capitalized terms that are not defined herein shall have the meaning assigned to them in the Agreement.

2.1 Centers for Medicare and Medicaid Services ("CMS") means the agency within the Department of Health and Human Services that administers the Medicare program.

2.2 Clean Claim means a claim that has no defect, impropriety, lack of any required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payment from being made on the claim.

2.3 Completion of Audit means the completion of audit by the Department of Health and Human Services, the Comptroller General, or their designees of a Medicare Advantage Organization, Downstream Entity or Related Entity.

2.4 Downstream Entity means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage Plan, below the level of the arrangement between an MA Organization (or applicant) and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

2.5 Final Contract Period means the final term of the contract between CMS and the

Medicare Advantage Organization.

2.6 First Tier Entity means any party that enters into a written arrangement, acceptable to CMS, with an MA Organization or applicant to provide administrative services or health care services for a Medicare eligible individual under a Medicare Advantage Plan.

2.7 Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Act, as then constituted or later amended.

2.8 Medicare Advantage (“MA”) means an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

2.9 Medicare Advantage Organization (“MA Organization”) means a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

2.10 Medicare Advantage Network means the network of Participating Dentists that has entered into direct or indirect arrangements with SDC to provide Covered Dental Services to Covered Persons enrolled in a Medicare Advantage Plan.

2.11 Medicare Advantage Plan means a MA benefit program offered by a Medicare Advantage Organization that has contracted with SDC to access the SuperDental MA Network.

2.12 Related Entity means any entity that is related to the MA Organization by common ownership or control and (1) performs some of the MA Organization's management functions under contract or delegation; (2) furnishes services to Covered Persons under an oral or written agreement; or (3) leases real property or sells materials to the MA Organization at a cost of more than \$2,500 during a contract period.

3. SERVICES/OBLIGATIONS

3.1 Participation-Medicare Advantage. As a Medicare Advantage Participating Dentist, Dentist will render Covered Dental Services to Covered Persons enrolled in Medicare Advantage Plans in accordance with the terms and conditions of the Agreement and this Addendum. Except as set forth in this Addendum, all terms and conditions of the Agreement will apply to Dentist's participation as a Medicare Advantage Participating Dentist.

3.2 Participation-Medicare Advantage Program. By virtue of the fact that Dentist is a Medicare Advantage Participating Dentist, Dentist hereby acknowledges and agrees that Dentist shall provide services to any Covered Person enrolled in a Medicare Advantage Plan that utilizes the Medicare Advantage Network.

3.3 Covered Dental Service - Defined. The parties agree that all references to Covered Dental Services include services offered pursuant to a Medicare Advantage Plan that are also Covered Dental Services under the Agreement.

3.4 Medical Necessity. Medical necessity decisions regarding Covered Persons will be made in compliance with CMS guidelines, provided that if not addressed by CMS guidelines, such decisions will be controlled by the MA Organization's policies and procedures, as such may be modified from time to time.

3.5 Accountability/Oversight. SDC delegates to Dentist its responsibility under its contract with the MA Organization to provide to Covered Persons the services set forth in the Agreement and this Addendum. SDC may revoke this delegation including, if applicable, the delegated responsibility to meet CMS reporting requirements, and thereby terminate the Agreement and/or this Addendum, if CMS, the MA Organization, or SDC determines that Dentist has not performed satisfactorily. Such revocation shall be consistent with the termination provisions of the Agreement and this Addendum. Performance of the Dentist shall be monitored by the MA Organization on an ongoing basis. The credentials of medical professionals affiliated with Dentist or SDC will be reviewed by SDC as described in the Agreement, and SDC's credentialing process will be reviewed and approved by the MA Organization, monitored on an ongoing basis, and audited at least annually. If the MA Organization delegates the selection of providers, the MA Organization retains the right to approve, suspend, or terminate any such arrangement.

3.6 Policies and Procedures. Dentist shall comply with the terms and provisions of the MA Organization's policies and procedures and SDC's policies and procedures, as such may be modified from time to time by the MA Organization or SDC, respectively.

3.7 Non-Discrimination. Dentist shall not discriminate against or deny, limit, or condition the furnishing of health services to Covered Persons on the basis of race, ethnicity, national origin, religion, sex, age, mental or physical disability, or any factor that is related to health status, including but not limited to medical condition; sexual orientation; claims experience; receipt of health care; medical history; genetic information; evidence of insurability, including conditions arising out of acts of domestic violence; disability; or source of payment.

3.8 Continuity of Care. Dentist shall provide health services at such times as health services are typically provided by similar providers to assure availability, adequacy and continuity of care to Covered Persons.

3.9 Standards of Care. Dentist agrees to provide Covered Dental Services in a manner consistent with professionally recognized standards of health care.

3.10 Timely Access to Care. Dentist agrees to provide Covered Dental Services consistent with the MA Organization's: (1) standards for timely access to care and member services; (2) policies and procedures that allow for individual medical necessity determinations; and (3) policies and procedures for the Dentist's consideration of Covered Person input in the establishment of treatment plans.

4. ACCESS: RECORDS/FACILITIES

4.1 Inspection of Books/Records. Dentist agrees that the United States Department of Health and Human Services, the Comptroller General, or their designees have the right to

inspect, evaluate and audit any books, contracts, computer or other electronic systems including medical records of Dentist, Downstream Entities or transferees involving transactions related to the MA Organization through ten (10) years from the Final Contract Period or from the date of the Completion of Audit, whichever is later. SDC or the MA Organization may request records relating to transactions with Covered Persons. SDC or the MA Organization, or their designees, will have the right to inspect and audit Dentist's records either remotely or at Dentist's place of business during normal business hours at a mutually acceptable time. Dentist shall make such records available to SDC, the MA Organization, or the respective designees, at no charge. All other costs for auditing and monitoring shall be at SDC's expense.

4.2 Confidentiality. Dentist agrees to comply with the MA Organization's and SDC's 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 Covered Persons to the records and information that pertain to them.

5. BENEFICIARY PROTECTIONS

5.1 Hold Harmless. Dentist agrees that in no event including, but not limited to, non-payment by SDC or the MA Organization, insolvency of SDC or the MA Organization or breach of the Agreement or this Addendum, shall Dentist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person or persons other than SDC or the MA Organization acting on their behalf for Covered Dental Services provided pursuant to the Agreement and this Addendum. This provision does not prohibit the collection of supplemental charges, copayments or deductibles in accordance with the terms of the Covered Person's Medicare Advantage Plan. For Covered Persons eligible for both Medicare and Medicaid, if any, such Covered Persons will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Dentists will be informed of Medicare and Medicaid benefits and rules for Covered Persons eligible for Medicare and Medicaid. Dentist agrees that it will: (1) accept the Medicare Advantage Plan payment as payment in full, or (2) bill the appropriate State source.

5.2 Continuation of Care — Insolvency. Dentist agrees that in the event of SDC's or the MA Organization's insolvency or other cessation of operations, Covered Dental Services to Covered Persons will continue through the period for which the premium has been paid to the respective MA Organization.

5.3 Survival of Agreement. Dentist further agrees that: (1) the hold harmless and continuation of care provisions shall survive the termination of the Agreement and/or this Addendum; (2) these provisions supersede any oral or written contrary agreement now existing or hereafter entered into between Dentist and a Covered Person or persons acting on their behalf; and (3) any modifications, addition or deletion to these provisions shall become effective on a date no earlier than fifteen (15) days after the Administrator of CMS has received written notice of such proposed changes.

5.4 Cultural Competency. Dentist shall ensure that Covered Dental Services rendered to Covered Persons, both clinical and non-clinical, are accessible to all Covered Persons including those with limited English proficiency or reading skills, with diverse cultural and ethnic backgrounds.

6. COMPENSATION; FEDERAL FUNDS

6.1 Compensation-Medicare Advantage. For Covered Dental Services provided to Covered Persons, Dentist shall be compensated the lesser of (i) the Dentist's ordinary and customary fee for the dental service, and (ii) the Fee Schedule amount under the Agreement for the dental service as approved from time to time by SDC or as otherwise agreed to in writing by the parties, in effect at the time the Covered Dental Service is rendered.

6.2 Prompt Payment. The MA Organization shall make best efforts to pay Clean Claims for Covered Dental Services submitted by or on behalf of Covered Persons within the time period required by Ohio law. The MA Organization shall make best efforts to pay all non-Clean Claims for Covered Dental Services submitted by or on behalf of Covered Persons within sixty (60) days of receipt by the MA Organization of the necessary documentation to adjudicate the non-Clean Claim.

6.3 Federal Funds. Dentist acknowledges that payments Dentist receives from the MA Organization to provide Covered Dental Services to Covered Persons are, in whole or part, from federal funds. Therefore, Dentist and any of its Downstream Entities are subject to certain laws that are applicable to individuals and entities receiving federal funds, including but not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 C.F.R. Part 84; the Age Discrimination Act of 1975 as implemented by 45 C.F.R. Part 91; the Americans with Disabilities Act; the Rehabilitation Act of 1973 and all other regulations applicable to recipients of federal funds.

7. COMPLIANCE

7.1 Compliance: Medicare Laws/Regulations. Dentist agrees to comply, and to require its Downstream Entities to comply, with all applicable Medicare laws, regulations, and CMS instructions. Further, Dentist agrees that any Covered Dental Services provided by the Dentist or Downstream Entities to Covered Persons will be consistent with and will comply with SDC's contractual obligations with the MA Organization. Dentist agrees to comply, and to require its Downstream Entities to comply, with federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of federal criminal law, the False Claims Act (32 U.S.C. 3729 et. seq.), and the anti-kickback statute (section 1128B(b)) of the Act).

7.2 Compliance: Exclusion from Federal Health Care Program. Dentist acknowledges and agrees that it is not excluded and shall not employ or contract for the provision of services pursuant to the Agreement and this Addendum with any individual or entity whom Dentist knows or reasonably should have known is excluded from participation in the Medicare and Medicaid program under Section 1128 or 1128A of the Social Security Act.

Dentist hereby certifies that no such excluded person currently is employed by or under contract with Dentist. Dentist shall review the Office of Inspector General List of Excluded Individuals and Entities and the System for Award Management exclusion list and verify on a monthly basis or as often as required by CMS guidelines, that the persons it employs or contracts for the provision of services pursuant to the Agreement and this Addendum are in good standing. Dentist shall promptly disclose to SDC any exclusion, or other event that makes a Dentist employee or Downstream Entity ineligible to perform work related to federal health care programs. In addition, Dentist acknowledges and agrees that it is not included on CMS's preclusion list and shall not employ or contract for the provision of services pursuant to the Agreement and this Addendum with any individual or entity who Dentist knows or reasonably should have known is on the CMS preclusion list. Dentist hereby certifies that no such precluded person currently is employed by or under contract with Dentist. Dentist shall promptly disclose to SDC any inclusion on the preclusion list for Dentist or its employees or subcontractors.

7.3 Compliance: Appeals/Grievances. Dentist agrees to comply with the MA Organization's policies and procedures and SDC's policies and procedures in performing its responsibilities under the Agreement and this Addendum. Dentist specifically agrees to comply with Medicare requirements regarding Covered Person appeals and grievances and to cooperate with the MA Organization in meeting its obligations regarding Covered Person appeals, grievances and expedited appeals, including the gathering and forwarding of information in a timely manner and compliance with appeals decisions.

7.4 Compliance: Policy and Procedures. Dentist agrees to comply with the MA Organization's policies and procedures and SDC's policies and procedures in performing its responsibilities under the Agreement and this Addendum. Dentist agrees to assist SDC and the MA Organization in complying with applicable accreditation standards.

7.5 Compliance: Training, Education and Communications. In accordance with, but not limited to 42 C.F.R. §§ 422.503(b)(4)(vi)(C)&(D) and the CMS Compliance Guidelines, Dentist agrees and certifies that it, as well as its employees, Downstream Entities and Related Entities who provide services to or for the MA Organization's Medicare Advantage Covered Persons or to or for SDC itself shall participate in applicable compliance training, education and/or communications as reasonably requested by SDC or its designee annually or as otherwise required by applicable law, and must be made a part of the orientation for a new employee, new Downstream Entity, or a new Related Entity. Both parties agree that SDC or its designee may make such compliance training, education and lines of communication available to Dentist in either electronic, paper or other reasonable medium. To the extent that SDC does not indicate that it will be documenting attendance and completion of the compliance training, education and/or lines of communication, Dentist shall be responsible for documenting each employee's, Downstream Entity's or Related Entity's attendance and completion of such training. Upon notice, Dentist shall provide such documentation to SDC. The training requirement set forth herein is not required for dentists or suppliers who have met the fraud, waste and abuse certification requirements through enrollment in the Medicare program to the extent permitted by CMS.

7.6 Marketing. Dentist agrees to comply, and to require its Downstream Entities to comply, with all applicable federal laws, regulations, and CMS instructions including, but not

limited to, the Medicare Marketing Guidelines. Any printed materials including, but not limited to, letters to Covered Persons, brochures, advertisements, and scripts must be submitted to SDC or the MA Organization for review and prior approval to assure compliance with federal requirements.

8. REPORTING AND DISCLOSURE REQUIREMENTS

8.1 Data Reporting Submissions. Dentist agrees to provide to SDC or the MA Organization all information necessary for SDC or the MA Organization to meet its data reporting and submission obligations to the MA Organization and CMS, including, but not limited to those obligations under 42 C.F.R. §§ 422.310 and 422.516. In accordance with the CMS requirements, the MA Organization reserves the right to deny or delay payment of Dentist's claims or assess Dentist for any penalties resulting from Dentist's submission of inaccurate or incomplete data or failure to submit data.

8.2 Accuracy of Data. Dentist further agrees to certify the accuracy, completeness, and truthfulness of Dentist generated data. Upon request from SDC or, as required by the MA Organization or CMS, Dentist agrees to provide a certification in writing, in a format that SDC or the MA Organization specifies, that certifies to the accuracy, completeness, and truthfulness of Dentist's data submitted to SDC or the MA Organization during the specified period.

9. TERM AND TERMINATION

9.1 Term/Termination. This Addendum shall commence on the Effective Date, and shall continue in effect for a term of one year. Thereafter, this Addendum shall automatically renew for consecutive one-year terms. This Addendum may be terminated as provided for in this Addendum or in the Agreement.

9.2 Notice Upon Termination. If SDC decides to terminate this Addendum, SDC shall give Dentist written notice, to the extent required under CMS regulations, of the reasons for the action, including, if relevant, the standards and the profiling data SDC used to evaluate Dentist and the numbers and mix of network providers that are needed by SDC. Such written notice shall also set forth Dentist's right to appeal the action and the process and timing for requesting a hearing.

9.3 Termination for Medicare Exclusion. Dentist acknowledges that this Addendum shall be terminated if Dentist, or a person or entity with ownership or control interest in Dentist, is excluded from participation in Medicare under § 1128A of the Social Security Act or from participation in any other federal health care program.

9.4 Termination Without Cause. Either party may terminate this Addendum without cause by giving at least sixty (60) days prior written notice of termination to the other party.

9.5 Termination of Agreement. This Addendum shall terminate in the event the Agreement is terminated.

10. GENERAL PROVISIONS

10.1 Inconsistencies. In the event of an inconsistency between terms of this Addendum and the terms and conditions set forth in the Agreement, the terms and conditions of this Addendum shall govern. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

10.2 Interpretation. Dentist and SDC intend that the terms of the Agreement and this Addendum as they relate to the provision of Covered Dental Services under the Medicare Advantage Plan shall be interpreted in a manner consistent with applicable laws, regulations and CMS instructions. In the event such laws, regulations or instructions are amended or modified, the parties agree that SDC may unilaterally amend the Agreement and this Addendum to comply with such amendment or modification, and Dentist expressly consents and agrees to such amendment. SDC shall provide Dentist with written notice of any unilateral amendment.

10.3 Downstream Entities. Dentist agrees that if Dentist enters into subcontracts to perform services under the terms of the Agreement and this Addendum, Dentist's subcontracts shall include: (1) an agreement by the Downstream Entity to comply with all of the Dentist's obligations in the Agreement and this Addendum; (2) a prompt payment provision as negotiated by the Dentist and Downstream Entity; (3) a provision setting forth the term of the subcontract (preferably one year or longer); and (4) dated signatures of all the parties to the subcontract. Notwithstanding the foregoing, in no event shall Dentist employ or contract with a person or entity pursuant to which Medicare beneficiary protected health information will be sent or accessed offshore without the prior written consent of SDC.

10.4 Electronic Contracts. The parties acknowledge that they may maintain copies of this Addendum in electronic form and agree that copies reproduced from such electronic form or any other reliable means (e.g., photocopy, image or facsimile) shall in all respects be considered equivalent to an original. An electronic signature shall be deemed a valid signature for all purposes under this Addendum.

10.5 Legal Authority. Each party represents and warrants that it has full power and authority to enter into and perform this Addendum, and that the individual executing this Addendum on behalf of such party has been properly authorized and empowered to enter into this Addendum. Dentist represents and warrants that it has full authority to bind its individual providers to the terms of this Addendum.

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the dates set forth below.

Superior Dental Care, Inc.

[DENTIST NAME]

By: _____

By: _____

Name: _____

Name _____

Title: _____

Title: _____

Date: _____

Date: _____