

Northeast Delta Dental Medicare Advantage Provider Manual

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Medicare Advantage Program

Medicare Advantage (MA) is a health insurance program known as Medicare Part C. The program allows Medicare beneficiaries an alternate means to receive traditional basic Medicare benefits (Part A and 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.

CMS holds the MAO, Northeast Delta Dental, and Participating Dentists to federally mandated managed care standards for marketing, reporting, provider credentialing, utilization review, and quality improvement. CMS may 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 is given regulatory oversight and auditing authority over Northeast 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 may be additional policies that may be contractually required by MAOs that apply to Participating Dentists participating in Northeast Delta Dental's Medicare Advantage Programs.

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 Northeast 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, Northeast Delta Dental's contractual obligations to the MAO, and Northeast 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.

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 Northeast Delta Dental, and is aware of their right to appeal the determination and no appeal is pending, or
 - b.

- c. the evidence of coverage is clear that the services are never Covered Services under the Enrollee's plan.

A Participating Dentist may seek a pre-treatment estimate or predetermination which is an inquiry by the dentist to determine if a patient is covered by a dental plan as of a certain date for a proposed treatment or service. A pre-treatment estimate is merely an inquiry and not an organization determination within the meaning of 42 C.F.R. § 422.566.

Cultural Competency

Participating Dentists should meet the unique needs of every enrollee regardless of race, ethnicity, culture, language proficiency, or disability. Participating Dentists agree to comply with Northeast 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. Participating Dentists shall ensure that MA Enrollees have effective communications with all 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.

Non-Discrimination based on health or other status

Participating Dentists shall not deny, limit, or condition coverage 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. Participating Provider shall provide physical access, reasonable accommodations, and accessible equipment for MA Enrollees with physical or mental disabilities.

Government right to inspect

Participating Dentists agree that HHS, CMS, the Comptroller General or their designees have the right to inspect, audit any books, contracts, and records that pertain to the ability of the organization or its first tier or downstream providers to bear the risk of potential financial losses; or services performed or determinations of amounts payable under the MA program. Participating Dentists agree to audits and inspection by CMS and/or its designees and to cooperate, assist, and provide information as requested, and maintain records a minimum of 10 years.

This provision shall survive termination of Northeast Delta Dental's contract with the MAO and/or Participating Dentist's Participating Provider Agreement with Northeast 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 retain records related to MA Enrollees for at least ten (10) years following the termination of the Participation Agreement 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 health information subject to confidentiality protections under applicable law. Participating Dentists shall release such information only in accordance with applicable law and Northeast 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 Northeast Delta Dental, the MAO, CMS, or from others in carrying out the terms of the Participating Dentist's Participating Provider Agreement shall be used by or disclosed by it, its agents, officers, or employees except as provided in applicable federal and state law.

Site Visits

Participating Dentists may be selected for dental office visits from Northeast Delta Dental's Professional Relations Department. The site visits focus on patient safety, access and availability, confidentiality, emergency services, credentialing processes, and quality-improvement processes.

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 Northeast Delta Dental, insolvency of Northeast 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 Northeast 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 Northeast Delta Dental and, with respect to MA Enrollees who (1) are hospitalized on the date that Northeast Delta Dental's MA contract with the MAO terminates or expires, or, if Northeast 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 on the date that Northeast Delta Dental's MA contract with the MAO

terminates or expires or, if Northeast 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 Northeast 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 Northeast Delta Dental regarding MA Enrollee grievances and appeals, as well as enrollment and disenrollment determinations, including the obligation to provide information (including health records and other pertinent information) to Northeast Delta Dental or the MAO 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 deadlines 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 Northeast 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 enrollee management. A Participating Dentist shall, as requested by Northeast Delta Dental, consult with Northeast Delta Dental regarding dental policy, quality improvement programs, and enrollee management procedures, including development of practice and utilization management guidelines.

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.

Northeast 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 http://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 Northeast 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 Northeast 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 Northeast 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 Northeast 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 Northeast Delta Dental's policies (or their own, if comparable) and Code of Conduct

Delta Dental requests attestations of compliance with these requirements when submitting the initial contract application. Trainings and attestations are located at

<https://www.nedelta.com/providers/>.

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 of duties

The MAO is required by CMS regulations to oversee Northeast Delta Dental's and a Participating Dentist's performance and the provision of dental services to MA Enrollees under the MA Program. Northeast 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 Northeast Delta Dental in a manner consistent with and in compliance with Northeast Delta Dental's contractual obligations with the MAO.

Delegation/sub-delegation of duties offshore

If an MAO permits delegation to offshore entities, 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 Northeast Delta Dental prior to execution of the written agreement with the offshore entity. In those instances, the Participating Dentist must submit to Northeast 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

The provision of accurate provider information and ensuring adequate access to covered services are essential protections for enrollees. To ensure directory accuracy for MA Enrollees, changes to a Participating Dentist's office information must be promptly supplied to Northeast Delta Dental with current, accurate practice information for Treating Professional(s). In addition, the Participating Dentist must notify Northeast 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 Northeast 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 Northeast 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 Northeast 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 Northeast Delta Dental, the Participating Dentist is representing 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, Northeast Delta Dental may withhold or deny the Participating Dentist's claims payment.

Quality of care review

Northeast 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.

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 Northeast Delta Dental.

Termination of the participating dentist agreement is a last resort. Where corrective action is recommended, our priority is to work with the Participating Dentist to improve performance and compliance with all policies and protocols defined in the Participating Dentist Agreement, any applicable addendum, and this Manual. Northeast 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 Northeast 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.

Northeast 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

Prior authorization allows for efficient use of Covered Services by facilitating Members to receive the most appropriate level of care in the most appropriate setting. The MA program has a process to determine medical necessity and benefits coverage for services prior to services being rendered. Prior authorization requirements apply to pre-service decisions. 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.

Prohibition on payment for provider-preventable conditions

In accordance with 42 CFR.447.26, Participating Dentists shall not receive payment for conditions that meet the definition of “provider preventable conditions.” Northeast Delta Dental does not reimburse providers for services to be reasonably preventable by the Participating Dentist through the application of procedures supported by evidence-based dental guidelines. If Northeast Delta Dental can reasonably identify and isolate the portion of the claim which is directly related to the treatment of the provider preventable condition, then Delta Dental will reduce the reimbursement of the claim by that specific amount related to the provider preventable condition.

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 Northeast Delta Dental's fraud and abuse prevention and reporting. Our fraud and abuse prevention program complies with applicable state and federal law. Northeast Delta Dental is committed to identifying, investigating, and penalizing 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 enrollees suspected of fraud, waste or abuse directly by contacting:

Northeast Delta Dental's Integrity Hotline: 603-223-1166 or IntegrityReporting@nedelta.com

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 Northeast 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

Northeast 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, Northeast Delta Dental's referral policies, and other Northeast 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.

Northeast 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 Northeast 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 Northeast Delta Dental of the NPI number(s) by contacting our provider relations team at providerservices@nedelta.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.

Dental Services - Those services, including diagnostic, therapeutic, evaluative and preventive services, which are generally and customarily provided to patients by dental providers and the provision of certain appliances and supplies incidental to the performance of such services, that are covered by the applicable MA Plan and within the Participating Provider's scope of practice.

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

Medicare Advantage or MA - An alternative to the traditional Medicare program in which private plans run by health insurance companies or health maintenance organizations provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Enrollee (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

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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 either: (a) a participating Delta Dental PPO™ Dentist who agrees to accept Delta Dental's PPO Dentist's Fees as payment in full for Covered Services rendered to MA Enrollees covered under the Program; or (b) a participating Delta Dental Premier® Dentist who agrees to accept Delta Dental's Maximum Plan Allowance as payment in full for Covered Services rendered to MA Enrollees covered.

Preclusion List - The list maintained by CMS under 42 C.F.R. § 422.222 and defined in 42 C.F.R. § 422.2