

## **DENTAL PARTICIPATING PROVIDER SERVICES AGREEMENT**

By signing this document, Provider agrees to become a contracted provider with the dental participating provider network(s) maintained by SelectHealth, Inc. and/or SelectHealth Benefit Assurance Company, Inc., as applicable (collectively "SelectHealth"). The terms of Provider's participation on the networks(s) is governed by the terms of this Dental Participating Provider Services Agreement ("Agreement").

Provider understands and agrees that the Covered Services it provides to SelectHealth dental Members will be paid for by SelectHealth at the allowed amount on the applicable SelectHealth dental fee schedule in effect at the time of service, less applicable copayments, coinsurance, or deductible payments that Provider agrees to collect from Members. Provider agrees to participate on the following SelectHealth dental networks.

**SelectHealth Dental Classic**

**SelectHealth Dental Prime**

**SelectHealth Dental Fundamental**

**SelectHealth Dental Advantage** (Provider agrees to the terms of the attached Medicare Advantage Addendum to Dental Participating Provider Services Agreement)

Provider agrees that if it terminates the Agreement it will give SelectHealth at least 60 days written notice prior to the termination. Provider agrees that, prior to the termination of its participation, SelectHealth may notify any SelectHealth dental Members in its practice that Provider will no longer be a Participating Provider with SelectHealth, and may assist those Members in making arrangements for future dental care.

Provider name: MOSS, DDS, JACOB B.  
Address: 11501 S. 4000 W. Ste. 101  
South Jordan, UT 84009  
Phone: 801-701-2120  
Provider's signature:

Signed by:  
  
889ff238-a187-4c52...

Date: 08/01/2025

SelectHealth, Inc.: 5381 Green Street  
Murray, Utah 84123  
801-442-5000

Authorized signature on behalf of SelectHealth, Inc:

{{Sig es :signer2:signature}}

Date: {{Dte es :signer2:date}}

{{N es :signer2:fullname}}

Title: {{Ttl2 es :title}}

## **I. Introduction**

1. This Agreement establishes a contracted/participating provider relationship between SelectHealth, a licensed insurer and third-party administrator (TPA) and the entity, dentist, oral surgeon, or other licensed dental provider ("Provider") whose name and signature are on the first page of the Agreement. SelectHealth and Provider are the "Parties" to this Agreement.
2. As set forth in this Agreement, Provider agrees to provide, and SelectHealth agrees to pay for, certain dental services for members of SelectHealth's insured or self-funded plans ("Members"). Such services must be "Necessary Dental Care" (see Section II), not limited or excluded from coverage, and must be described as being "Covered" in the Member's dental insurance policy/plan ("Covered Services") underwritten or administered by SelectHealth (the "Plan" or "Dental Plan"). In order for services to be Covered Services, the services must be provided in compliance with all the terms, conditions, exclusions, and limitations set forth in this Agreement and in the Member's Plan.
3. Not all dental services are covered; Covered Services are limited both in the services that are covered and the extent to which SelectHealth pays for the services. Those limitations and exclusions may result in SelectHealth not covering services that may be medically or dentally necessary in someone's opinion, or services that may be recommended by a physician, oral surgeon, or dentist, or desired by a Member.
4. Members may arrange and pay for any services that are not Covered Services.
5. SelectHealth pays a share of Covered Services, and the balance of the amount that may be billed or charged by Provider is payable by the Member either as copayments, coinsurance, or deductible, or may be required to be written off by the Provider.
6. This Agreement only applies to services provided to Members enrolled in a SelectHealth Dental Plan and not to any SelectHealth insured or administered medical plan; provided, however, that Provider agrees to treat any accidental dental injuries or mouth or jaw procedures covered by SelectHealth's insured or administered medical plans for the same payment as under this agreement.
7. As set forth in a Dental Plan, Members may challenge coverage determinations made by SelectHealth or by Provider.

## **II. Provider's Responsibilities**

1. Provider agrees to provide Covered Services to Members enrolled in a SelectHealth Dental Plan. Such Covered Services must be "Necessary Dental Care" as defined in the Member's Plan. Except in an emergency, Provider agrees to consult with a dentist designated by SelectHealth to resolve any questions about whether a service is "Necessary Dental Care." As determined by SelectHealth, "Necessary Dental Care" must be:
  - a. Appropriate in type, level amount, and frequency to the Member's dental needs;
  - b. The least costly care available to safely meet the Member's dental needs;
  - c. Consistent with generally acceptable dental practice and not experimental or investigational;
  - d. Notable to be omitted without affecting the Member's condition; and
  - e. Not primarily for the convenience of Provider or the Member or anyone else.
2. Provider must be licensed by each State where the Provider will provide Covered Services to Members. Such license(s) must be unrestricted and remain in force and unrestricted all of the time Provider is contracted with SelectHealth. Provider must also hold a current State Controlled Substance license (schedules II – V) and a current Federal DEA certificate (schedules II – V), registered with each State where the Provider will practice.

3. Provider must be trained, qualified, and experienced to provide each Covered Service provided to a Member. In addition:
  - a. Provider must use properly trained and qualified support staff.
  - b. Members must be provided the same quality of care and service availability as Provider provides to other patients.
  - c. Provider must accept Members as patients so long as Provider is accepting non-Members as patients.
4. Provider agrees to participate on the SelectHealth dental networks listed on the first page of the Agreement. Provider agrees to accept the lesser of Provider's billed charge or the allowed amount on the applicable SelectHealth dental fee schedule in effect at the time of service ("Allowed Amount") as payment in full for Covered Services. The dental fee schedules for each of the networks are available from SelectHealth upon request.
5. When necessary, Provider agrees to use best efforts to make referrals of Members to other contracted SelectHealth Providers and to otherwise comply with SelectHealth Dental Policies as contained in the SelectHealth Dental Provider Manual or otherwise listed on the SelectHealth Web site. SelectHealth will make directories of contracted providers available to Provider either in written form or on the SelectHealth Web site. Members have the right to choose their own providers.
6. Provider will comply with SelectHealth's quality assurance requirements as contained in the SelectHealth Dental Provider Manual, including participating in SelectHealth's grievance and appeal processes for Members and Providers. Provider agrees to cooperate with SelectHealth's credentialing processes and to cooperate with meeting accreditation requirements, if applicable.
7. Provider agrees to obtain and maintain in force comprehensive professional and general liability insurance in amounts required by SelectHealth and with companies licensed to provide such coverage in the State of Utah.
8. Provider agrees to bill SelectHealth for all Covered Services provided to Members within 12 months of the date of service.
  - a. Such billing shall be submitted using the most current American Dental Association (ADA) approved claims form or electronically, using the most current ADA procedure codes to report services, according to SelectHealth's electronic billing system protocols in effect at the time.
  - b. Billings shall include all information necessary for SelectHealth to process the claim, as outlined in the SelectHealth Dental Provider Manual, including but not limited to all information Provider may have relating to diagnosis (when required by SelectHealth), coordination of benefits, third-party liability, or duplication of coverage.
  - c. Provider shall bill using an appropriate provider number or other identification number agreed to by SelectHealth, and shall comply with federal and state regulations regarding electronic billing, when applicable.
  - d. Provider may not assign the right to receive payment from SelectHealth.
9. Provider agrees to bill for, and make commercially reasonable efforts to collect, all copayments, coinsurance, or deductible amounts that are the responsibility of the Member.

- a. Provider may bill members for non-Covered Services unless such services were provided with the understanding that they would be covered but were determined by SelectHealth not to be Necessary Dental Care.
  - b. Provider may not write off or fail to try to collect a Member's coinsurance, copayment, or deductible amounts unless Provider has first made commercially reasonable efforts to collect the amount, or Provider has determined, on a case-by-case basis and not generally, that the Member is entitled to charity consideration as the result of financial difficulties.
10. Provider agrees to make and keep all professionally required dental, financial, and other records for Members and to provide copies of such records (including x-rays) at no cost when requested by SelectHealth to support claims payment or other administrative functions.
  - a. All such records shall be maintained for at least five years with appropriate professional security and confidentiality.
  - b. SelectHealth may inspect such records during regular business hours after giving reasonable advance notice to Provider.
11. Provider agrees to hold harmless and to never attempt to collect from any Member or anyone except SelectHealth on behalf of a Member, any amount required to be paid by SelectHealth under this Agreement, regardless of the reason or circumstances of non-payment by SelectHealth.
  - a. This limitation does not apply to copayments, coinsurance, or deductible amounts payable by Members and does not apply to non-Covered Services agreed in writing and in advance to be non-Covered Services.
  - b. This limitation does not apply to Covered Services payable by Members who have exceeded SelectHealth's annual maximum Dental Plan payment or who are subject to a Dental Plan waiting period for Covered Services. Provider agrees in such circumstances not to charge the Member in excess of Allowed Amounts.
  - c. This provision will survive the termination of this Agreement, regardless of the reason, and will be construed for the benefit of Members and persons acting on behalf of Members.
  - d. This provision will take the place of any present or future oral or written agreement to the contrary with any Member or person acting on behalf of a Member.
12. Provider agrees to adhere to the ethical standards of the profession and to avoid all improper billing or other unprofessional practices. Provider may freely communicate with Members about Covered Services and other dental services, without regard to coverage by SelectHealth.
13. Provider agrees not to discriminate against Members on the basis of any status protected by law.
14. Provider agrees to report to SelectHealth within five days of the occurrence, of any of the following:
  - a. Loss, suspension, or probation of any professional license or license to prescribe or investigation by any government agency;
  - b. Loss of or change in coverage or carrier of Provider's general and professional liability insurance;
  - c. Any refusal or inability to provide Covered Services to any Member; or
  - d. Any fraud, disruption, or other improper conduct on the part of any Member.

15. Provider agrees to notify SelectHealth of any changes to practice location(s) including but not limited to address changes, additional/fewer locations, contact information, etc. as soon as reasonably possible.

### **III. SelectHealth Responsibilities**

1. For providing Covered Services to Members, SelectHealth agrees to pay Provider the lesser of Provider's billed charge or the applicable 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.
2. SelectHealth agrees to make commercially reasonable efforts to pay complete ("clean") claims promptly but in any event within the timeframes required by law.
3. SelectHealth will establish/administer one or more dental insurance or self-funded plans and will market such plans and panels according to its business plans and interests. Provider will be listed in the provider directory for those dental networks on which Provider is participating.
4. SelectHealth will maintain Member eligibility lists and provide Members with identification cards.
5. SelectHealth will prepare a SelectHealth Dental Provider Manual containing administrative matters and specifying additional details of SelectHealth's Dental policies and benefits. Such manual will be made available to Provider either in written form or on the SelectHealth Web site.

### **IV. General Terms and Conditions**

1. The Parties are independent contracting parties and not employees or agents of each other and are not responsible for each other's acts or omissions.
  - a. Neither party may participate in or interfere with the operations of the other.
  - b. Each party has the right to contract with any other person or entity for the same or similar services.
  - c. Provider has the right to treat patients who are not Members or who have coverage through another insurer.
  - d. SelectHealth does not have the right to dictate how Provider treats Members or what services Provider offers to Members.
    - i. Provider is responsible to establish an independent, professional-patient relationship with each Member-patient and to render appropriate professional care to the Member without regard to SelectHealth requirements.
    - ii. This Agreement only relates to payment considerations.
    - iii. SelectHealth is not responsible for the professional services, quality, acts, or omissions of Provider.
    - iv. Provider is not responsible for the professional services, acts, or omissions of SelectHealth.
2. Each party will return to the other or appropriately credit or debit any payments made in error and discovered to be such within 12 months of the date of service.

3. SelectHealth is not responsible to pay any claim on behalf of any person who is determined by SelectHealth not to have been a Member at the time of service, regardless of when that determination is made and regardless of any confirmation of membership given to Provider at any time.
4. SelectHealth has discretion and authority to determine what are Covered Services, who is eligible to be a Member, and whether services have been provided in compliance with the terms and conditions of this Agreement and the Member's Plan. Provider and Members have the right to appeal SelectHealth's determinations on such matters pursuant to the grievance and appeal rights set forth in the Member's Plan.
5. Neither party may use the name, trademark, service mark, or logo of the other except that:
  - a. Provider may represent that Provider is a participating provider with SelectHealth;
  - b. SelectHealth may use Provider's identifying information in its directories of participating providers.
6. Contract Matters.
  - a. This Agreement is the entire relationship of the Parties and takes the place of all prior agreements, negotiations, or understandings related to the subject matter hereof.
  - b. The laws of the State of Utah govern this Agreement.
  - c. Notices to either party should be sent to the addresses on the attached Signature Page.
  - d. No waiver of any part of this Agreement will affect a Party's right to enforce the Agreement at other times.
  - e. This Agreement may not be assigned by either party without the written consent of the other.
  - f. If any part of this Agreement is held unenforceable, then the remainder is still enforceable, unless the substantial purposes of the Agreement are changed.
  - g. The Parties agree to carry out their responsibilities in good faith. It will not be a breach of the covenants of good faith or fair dealing for either party to terminate this Agreement without cause.
  - h. In the event of a dispute arising from this Agreement, the provision of Covered Services to Members, or payment for Covered Services, then:
    - i. The Parties will first follow and exhaust SelectHealth's internal grievance and dispute resolution process;
    - ii. The Parties may choose to attempt mediation of the dispute;
    - iii. Any remaining disputes will be settled by compulsory, binding arbitration under the Utah Arbitration Act; and
    - iv. Each party will pay its own costs and expenses and share equally the expenses of any mediation or arbitration.
  - i. This Agreement can only be modified:
    - i. By a written document signed by both Parties;
    - ii. By SelectHealth notifying Provider of a change needed to comply with an applicable law; or

- iii. By SelectHealth giving Provider at least 30 days advance written notice of any other change, including but not limited to changes in fee schedules or quality assurance requirements.
- j. In the event that Provider is an entity and dentists, oral surgeons, or other licensed dental providers are performing dental services in conjunction with Provider under this Agreement, the provisions, obligations, and requirements of this Agreement, including the termination provisions, will apply to each dentist, oral surgeon, and/or other licensed dental provider individually.

## 7. Term and Termination.

- a. This Agreement is effective as of the date it is signed by both Parties on the Signature Page.
- b. This Agreement will remain in effect until terminated.
- c. This Agreement may be terminated as follows:
  - i. By either party, at any time and for any reason or no reason, giving not less than 60 days advance written notice to the other party.
  - ii. For cause by either party giving not less than 30 days written notice to the other setting forth the cause, but only if the cause is not remedied within the 30-day period.
  - iii. Within not more than 30 days after receiving notice from SelectHealth of an amendment, Provider may terminate this Agreement by giving not less than 15 days written notice to SelectHealth.
  - iv. This Agreement automatically terminates if Provider's license is revoked or suspended, if Provider fails to carry the required liability insurance, or if Provider is convicted of a felony or any other crime related to the delivery of or billing for professional services.
- d. Even when terminated, the provisions of this Agreement will continue to apply to services performed prior to termination and to obligations regarding confidentiality, security, or privacy or other matters that extend beyond the termination.

## 8. Confidentiality.

- a. The Parties will each keep confidential the terms and conditions of this Agreement, including all payment schedules and utilization and quality information and requirements.
- b. The Parties will each keep confidential any business-related information obtained from or about the other when identified or reasonably identifiable as confidential information.

**Medicare Advantage Appendix to  
Dental Participating Provider Services Agreement**

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

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 assure that the Dental PPSA is compliant 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 in the Dental PPSA. 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 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 in this Addendum shall prevail.