

DENTAL HEALTH ALLIANCE, L.L.C.
DENTIST GUIDE
MEDICARE ADVANTAGE ADDENDUM

The following provisions (this “**Addendum**”) shall only apply to services rendered to enrollees in MA Plans (hereinafter, the “**MA Members**”) for which Dental Health Alliance, L.L.C. (“**DHA**”) has agreed to arrange directly or through one or more other entities for the provision of dental services for such MA Members. These provisions may be supplemented by the applicable MA Plan’s policies, procedures, and provider manual provisions, as the same may be updated from time to time.

This Addendum shall supersede any inconsistent provisions of the DHA Participating Dentist Agreement (including any amendments) (“**Agreement**”) and DHA Dentist Guide (“**Dentist Guide**”) between DHA and Dentist for covered services under the applicable Plan Description provided to MA Members. Except as provided herein, all other provisions of the Agreement and Dentist Guide that are not inconsistent with this Addendum shall remain in full force and effect. If there is any conflict between the Agreement, the Dentist Guide, or this Addendum and Medicare Advantage laws, regulations, or guidelines, the Medicare Advantage laws, regulations, and guidelines shall control.

DEFINITIONS

For purposes of Dentist’s participation in the MA Program through DHA, the following capitalized terms shall have the meanings set forth below. All other capitalized terms shall have the meaning set forth in the Agreement or the Dentist Guide.

“**Affiliated Parties**” means Dentist’s employees, affiliates, subsidiaries, members of its board of directors, key management, executive staff, or persons owning 5% or more of Dentist.

“**Centers for Medicare and Medicaid Services**” or “**CMS**” means the federal agency within the U.S. Department of Health and Human Services responsible for administration of the MA Program.

“**Clean Claim**” means a claim that has no defect, impropriety, lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment; and a claim that otherwise conforms to the clean claim requirements for equivalent claims under original Medicare.

“**Downstream Entity**” has the meaning set out in 42 C.F.R. § 422.500(b) and § 423.501. Downstream Entities include any of Dentist’s subcontractors and their subcontractors down to the level of the ultimate provider of dental and administrative goods and services to MA Members. DHA may be a First Tier Entity or a Downstream Entity, depending on whether it has a direct or indirect relationship with an MA Plan.

“**Dual Eligible**” means an MA Member who is eligible for both Medicare and Medicaid benefits.

“**First Tier Entity**” has the meaning set out in 42 C.F.R. § 422.500(b) and § 423.501. First Tier Entities consist of an MA Plan’s subcontractors that provide administrative services or dental care services to MA Members. DHA may be a First Tier Entity or a Downstream Entity, depending on whether it has a direct or indirect relationship with an MA Plan.

“MA Contract” means the Medicare Advantage contract between CMS and MA Plan.

“MA Plan” means a qualified Medicare Advantage organization offering MA Programs through an MA Contract and with which DHA has a direct or indirect agreement to provide services to such MA Plan’s enrollees. Where DHA acts as a Downstream Entity, MA Plan may also refer to the First Tier Entity that contracts with both the MAO and DHA for administrative and network services, as applicable.

“MA Program” means the Medicare Advantage program as established under Part C of Title XVIII of the Social Security Act.

“Plan Description” means the Evidence of Coverage and Summary of Benefits issued to MA Members by MA Plan that describes covered services, exclusions, and cost sharing provisions.

“State” means the state in which the Dentist treats MA Members.

1. DENTIST RESPONSIBILITIES

1.1. Delegation of Duties.

1.1.1. Delegation. DHA delegates to Dentist the activities and reporting obligations described in this Addendum.

1.1.2. Revocation of Delegated Duties. MA Plan or DHA may revoke the delegation of these activities and reporting obligations if MA Plan, CMS or DHA determines that Dentist has not performed its duties satisfactorily. MA Plan or DHA may suspend or revoke the delegation by providing written notice to Dentist of such suspension or revocation and the basis for the suspension or revocation.

1.1.3. MA Plan and DHA Monitoring. MA Plan and DHA shall monitor the performance of Dentist on an ongoing basis. MA Plan’s and DHA’s monitoring activities include assessing Dentist’s compliance with applicable provisions of this Addendum and the Agreement. MA Plan shall oversee and be accountable to CMS for any responsibilities described herein.

1.1.4. Dentist Credentialing and Selection. The obligations in this subsection 1.1.4 shall supplement the obligations in any other agreement relating to the delegation of credentialing activities to Dentist or any entity that undertakes credentialing activities for Dentist.

- (i) To the extent that DHA has delegated the credentialing process to Dentist: Dentist shall expeditiously credential dental care practitioners providing services on behalf of Dentist, in compliance with applicable laws and with the standards and requirements of DHA, the MA Plan and appropriate licensing, regulatory and accrediting agencies, including NCQA (to the extent applicable to services rendered under this Addendum) and the applicable State regulatory agencies. Dentist shall obtain certification from each dental care professional providing services on behalf of Dentist that such individual or entity (i) has not opted out of Medicare and (ii) has not been excluded from participation under Medicare. MA Plan will review and approve Dentist’s credentialing process and

audit the process on an ongoing basis. DHA retains the right to approve, suspend, or terminate Dentist's credentialing of any dental care practitioner

(ii) To the extent that MA Plan has delegated the credentialing process to DHA, MA Plan will review and approve DHA's credentialing process and audit the process on an ongoing basis and MA Plan retains the right to approve, suspend, or terminate this Addendum at any time.

1.2. Compliance with Laws and Consistency with CMS Contract.

1.2.1. Medicare and Other Laws. Dentist shall comply (and shall require its Downstream Entities to comply) with all applicable (i) Medicare laws, regulations, and CMS instructions and guidance; (ii) other federal laws and regulations; and (iii) State laws and regulations.

1.2.2. Fraud and Abuse Statutes. Dentist shall comply with federal statutes and regulations designed to prevent fraud, waste, and abuse, including, without limitation, applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. § 3729 et seq.), and the Anti-Kickback statute (42 U.S.C. § 1320a7b(b)).

1.2.3. CMS Contract. Dentist shall (and shall require its Downstream Entities to) provide services under this Agreement in a manner consistent with and in compliance with the MA Plan's obligations under the applicable MA Contract.

1.3. Compliance with MA Plan Policies and Procedures. Dentist shall comply (and shall require its Downstream Entities to comply) with MA Plan's written policies and procedures.

1.4. Hold Harmless.

1.4.1. Prohibition on Collection of Fees. Dentist agrees that in no event, including but not limited to non-payment by MA Plan, insolvency of MA Plan, or breach of this Agreement, will Dentist bill, charge, collect a deposit from, impose surcharges or have any recourse against an MA Member or a person acting on behalf of an MA Member for payment of any fees that are the legal obligation of the MA Plan. This Addendum does not prohibit Dentist from collecting (i) MA Member cost sharing amounts specifically provided for in the Plan Description or (ii) fees for non-covered services for which the MA Member has agreed to be financially responsible, provided that the MA Member has been informed in advance of (a) the services that are not covered and (b) the fees for such services. This provision shall survive termination of the Agreement, regardless of the reason for termination, including the insolvency of MA Plan, and shall supersede any oral or written agreement between Dentist and an MA Member.

1.4.2. Cost Sharing Responsibility of Dual Eligibles. Dentist agrees that in no event, including but not limited to non-payment by the State, shall Dentist bill, charge, collect a deposit from, impose surcharges, or have any recourse against a Dual Eligible MA Member for Medicare Part A and Part B cost sharing that is the responsibility of the State Medicaid program. To ensure compliance, Dentist agrees to either (i) accept MA Plan's Medicare Advantage Program payments as payment in full, or (ii) bill the applicable State Medicaid agency for the amounts that are the responsibility of the State Medicaid program.

1.4.3. Continuation of Care. Dentist shall, if applicable, continue to provide care to MA Members in accordance with 42 C.F.R. § 422.504(g)(2) and as otherwise required by applicable state and federal laws. This provision will survive termination of the Agreement, regardless of the reason for termination, including the insolvency of MA Plan, and will supersede any oral or written agreement between the Dentist and a Member.

1.5. Confidentiality. Dentist shall (i) abide by all Federal and State laws regarding confidentiality and disclosure of dental (and other health) information (including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended); (ii) use and disclose dental (and other health) information only in accordance with applicable Federal and State law; (iii) maintain the dental (and other health) information in an accurate and timely manner, and (iv) ensure timely access by MA Members to the records and information that pertain to them.

1.6. Excluded Persons.

1.6.1. Status at Effective Date. Dentist represents and warrants that, as of the Effective Date of the Agreement, Dentist has not, and each of its Affiliated Parties and Downstream Entities have not, been suspended or excluded from participation in (i) the Medicare program; (ii) any other federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)); or (iii) any State Medicaid or other State health program. Dentist further represents and warrants that, as of the Effective Date of the Agreement, Dentist has not, and each of its Affiliated Parties and Downstream Entities has not, opted out of Medicare.

1.6.2. Federal Exclusion Screening. Dentist shall check appropriate databases at least monthly to determine whether it or any Affiliated Party or Downstream Entity has been suspended or excluded from participation in the Medicare program or any other federal program. Appropriate databases include the U.S. Department of Health and Human Services (“HHS”) Office of Inspector General (“OIG”) List of Excluded Individuals/Entities, the National Practitioner Data Bank, and the General Services Administration System for Award Management.

1.6.3. State Exclusion Screening. Dentist shall also check appropriate databases at least monthly to determine whether it or any Affiliated Party or Downstream Entity has been suspended or excluded from participation in any State Medicaid Program or other State health program.

1.6.4. Notification of MA Plan. Dentist shall notify MA Plan and DHA immediately in writing if Dentist, an Affiliated Party, or any Downstream Entity of Dentist is (i) suspended or excluded from the Medicare program or any other federal or State program monitored as described in Sections 1.6.2 or 1.6.3 of this Addendum or (ii) placed on the CMS Preclusion List, as described in Section 1.6.7 of this Addendum.

1.6.5. Prohibition of Excluded Persons. Dentist shall prohibit any Affiliated Party or Downstream Entity that appears on any of the above-listed databases or who has opted out of Medicare from providing services to MA Members or doing any work directly or indirectly related to the Medicare Advantage Program under this Agreement.

1.6.6. Annual Attestation. Dentist shall annually provide a written attestation to MA Plan certifying that Dentist has complied with Sections 1.6.2 – 1.6.5 of this Addendum.

1.6.7. Preclusion.

1.6.7.1. Dentist shall not submit a claim, directly or indirectly, on any basis for a health care item, service, or drug that is furnished, ordered, or prescribed by Dentist if Dentist has been excluded on any of the above-listed databases or is included on the CMS preclusion list, as that term is defined in 42 C.F.R. § 422.2 (the “Preclusion List”). Dentist shall not pay, directly or indirectly, on any basis for a health care item, service, or drug that is furnished, ordered, or prescribed by any person (including an Affiliated Party or Downstream Entity) that has been excluded on any of the above-listed databases or is included on the Preclusion List.

1.6.7.2. If Dentist receives notice from CMS, MA Plan or DHA that it has been added to the Preclusion List but Dentist does not currently appear on the HHS OIG List of Excluded Individuals/Entities, Dentist shall not submit a claim, directly or indirectly, on any basis for a health care item, service, or drug that is furnished, ordered, or prescribed by Dentist on or after the applicable claim exclusion date provided in the Preclusion List.. Dentist acknowledges that, after such claim exclusion date, Dentist will no longer be eligible for payment for such items, services, or drugs and will be prohibited from pursuing payment from MA Members after this point, and will hold financial liability for services, items, and drugs that are furnished, ordered, or prescribed after the applicable claim exclusion date.

1.7. Inspection, Evaluation, Audit and Document Retention.

1.7.1. Access to Records. Dentist shall permit MA Plan, DHA, the U.S. Department of Health and Human Services (HHS), and the U.S. Comptroller General, or their designees, to inspect, evaluate, and audit any books, contracts, records, including medical records, and documentation of the Dentist and its Downstream Entities that pertain to any aspect of services performed, reconciliation of benefits, and determination of amounts payable under the MA Contract, or that HHS may deem necessary to enforce the MA Contract (the “Records”). Dentist may not make the access described in this paragraph contingent upon a confidentiality statement or agreement. The above-described rights to inspect, evaluate, and audit shall extend through the period during which Dentist is required to maintain the Records established in Section 1.7.2 below.

1.7.2. Retention Period. Dentist shall maintain the Records for ten (10) years from the later of (a) the termination or expiration of the applicable CMS Contract period or (b) completion of any audit, unless otherwise required by law.

1.8. Additional Contract Terms Required by CMS. This Addendum will automatically amend to include amended or additional terms and conditions as necessary to comply with law or to implement requirements issued by CMS, unless Dentist notifies DHA that the amended or additional terms and conditions will have a material adverse effect upon Dentist. The parties shall attempt to reasonably adjust such terms and conditions in a mutually satisfactory manner to resolve the material adverse effect and maintain compliance with the MA Contract. If the parties are unable to so resolve the material adverse effect, either party may elect to terminate

this Addendum and Dentist's participation in the Medicare Advantage Program by giving the other party written notice of such termination within forty-five (45) days after CMS' instruction to implement such amended or additional terms and conditions.

1.9. Offshore Operations. Dentist shall not disclose any MA Members' dental or enrollment information, including any medical records or other protected health information (as defined in 45 C.F.R. § 160.103), to, or allow the creation, receipt, or use of any such protected health or enrollment information by any Downstream Entity for any function, activity, or purpose to be performed outside of the United States, without MA Plan's prior written approval.

1.10. Contracts with Downstream Entities. If Dentist contracts with a Downstream Entity to fulfill any of Dentist's obligations hereunder, Dentist shall require the Downstream Entity by written agreement to comply with all provisions of this Addendum.

1.11. Payments from Federal Funds. Dentist acknowledges that (i) payments to Dentist under this Agreement are, in whole or in part, from federal funds; and (ii) claims, encounter, payment, and other data Dentist submits may be used for the purpose of obtaining federal reimbursement.

1.12. Risk Adjustment, Claim, Encounter, and Other Data. Under the terms of the Agreement and this Addendum, Dentist will provide DHA or MA Plan, as applicable, with claims, encounter, payment, quality and performance indicators, and other data that MA Plan is required to provide to CMS and other federal and State regulatory agencies and accrediting organizations. Dentist shall cooperate with these obligations of MA Plan and provide such data in such form and manner required by MA Plan. By providing any such data to DHA or MA Plan, Dentist represents and warrants (based on best knowledge, information, and belief) the accuracy, completeness, and truthfulness of any such data. Upon request, Dentist shall certify, in the form and in the manner specified by DHA or MA Plan, the accuracy, completeness, and truthfulness of any such data. Dentist shall require any Downstream Entity from which Dentist obtains information for submission to DHA or MA Plan to (i) acknowledge that MA Plan may use the information for the purpose of obtaining federal funds and (ii) upon request, certify in the form and in the manner specified by MA Plan the accuracy, completeness, and truthfulness of any such data.

1.13. Fraud, Waste and Abuse Prevention.

1.13.1. Code of Conduct. Dentist shall adopt and follow (and shall require its Downstream Entities to adopt and follow) a code of conduct that reflects a commitment to detecting, preventing, and correcting fraud, waste, and abuse in administration of the MA Program.

1.13.2. Freedom from Conflicts of Interest. Dentist shall collect from each of its managers, officers, and directors who are responsible for the administration or delivery of MA Plan benefits a signed statement, attestation, or certification stating that the person is free of any conflict of interest in administering or delivering such benefits. Dentist shall collect these statements, attestations, or certifications (i) within a reasonable time after, as applicable, (a) the effective date of the Addendum or (b) an individual's first day of employment or board service and (ii) annually thereafter. Dentist shall maintain such statements, attestations, or certifications in accordance with Section 1.7.2 of this Addendum and make them available to MA Plan upon request.

1.13.3. Reporting Compliance Concerns. Dentist shall promptly report (and shall require its Affiliated Parties and Downstream Entities to promptly report) compliance concerns and suspected or actual misconduct to MA Plan and DHA. Dentist may not retaliate against any Affiliated Party or Downstream Entity for reporting in good faith compliance concerns and suspected or actual misconduct. Dentist acknowledges that such retaliation constitutes a material breach of the Agreement.

1.13.4. MA Plan Compliance Audits. In addition to any inspection and audit provisions set forth in the Agreement or elsewhere in this Addendum, Dentist shall permit MA Plan or its designees, or DHA or its designees, to routinely and randomly audit any of Dentist's contracts, books, documents, papers, or records pertaining to Dentist's performance of its obligations under this Addendum. MA Plan's audit may include documents and records pertaining to Medicare Advantage, and include documentation, supporting data, and background information related to the Agreement such as invoices, licenses, claim transaction records, signature logs, purchase records, prescriptions, and rebate, discount, and all other relevant agreements. Dentist shall make appropriate personnel available for interviews related to MA Plan's audit.

1.13.5. Cooperation with Compliance Activities. Dentist shall cooperate with MA Plan's and DHA's compliance program, including, but not limited to responding to inquiries, preliminary and subsequent investigations, and implementation of corrective actions. Dentist shall cooperate with CMS' compliance activities, including investigations, audits, inquiries by CMS or its designees, and implementation of any corrective actions. Upon completion of any audit that Dentist performs pursuant to the Agreement (including this Addendum), Dentist shall provide MA Plan and DHA a copy of audit results and shall make all audit materials available to MA Plan upon request.

1.14. Training.

1.14.1. Compliance Training. Dentist shall provide (and shall require its Affiliated Parties and Downstream Entities to provide) Medicare Advantage compliance training for all persons involved in administration or delivery of MA Plan benefits. Compliance training shall address matters related to compliance responsibilities, including, but not limited to the Dentist's code of conduct, applicable compliance policies and procedures, disciplinary and legal penalties for non-compliance, and procedures for addressing compliance questions and issues.

1.14.2. Specialized Training. Dentist shall provide (and shall require its Affiliated Parties and Downstream Entities to provide) specialized training to appropriate personnel for issues posing compliance risks based on job function upon initial hire or contracting, and annually thereafter. Dentist shall also provide (and shall also require its Affiliated Parties and Downstream Entities to provide) specialized training when job function or job requirements change and when an employee works in an area previously found to be non-compliant or implicated in past misconduct. Areas of specialized training may include compliance program administration, prevention of fraud, waste, and abuse (FWA), FWA laws and regulations, recognizing and reporting FWA, consequences and penalties of FWA, available FWA resources, and areas requiring specialized knowledge of applicable Medicare Advantage procedures and requirements in order for Dentist to perform or provide services under this Agreement.

1.14.3. Training Records. Dentist shall maintain records of the date, time, attendance, topics, training materials, and results of training in accordance with Section 1.7.2 of this Addendum and make the records available to MA Plan and DHA upon request.

1.14.4. Annual Attestation. Dentist shall annually provide a written attestation to MA Plan certifying that it has provided training in accordance with Sections 1.14.1 – 1.14.3 of this Addendum.

1.15. Non-Discrimination. Dentist shall not discriminate in the provision of dental services to MA Members on the basis of any protected status, such as race, age, color, national origin, ancestry, religion, sex, marital status, or any factor that is related to dental status. Factors related to dental status include, but are not limited to, the MA Member's medical condition, claims experience, medical history, evidence of insurability or genetic information. Dentist shall not discriminate against MA Members based on their status as MA Members or Dual Eligibles. Dentist shall ensure that services are provided in a culturally competent manner to all MA Members including those with limited English proficiency or reading skills, and diverse cultural and ethnic background.

1.16. Licensure and Certification. Dentist warrants that Dentist, and all dental care practitioners, including employees, contractors, and agents of Dentist, who provide covered services to MA Members, shall be at all times during the term hereof, properly licensed by the state in which such services are rendered, certified, qualified and in good standing in accord with all applicable local, state and federal laws. Dentist and each of its sites shall be accredited, if applicable. Dentist, Dentist sites and affiliated staff and all providers furnishing services hereunder shall meet applicable requirements and be properly certified under the Medicare program, as set forth in Title XVIII of the Social Security Act, if applicable. Upon request, Dentist shall provide satisfactory documentary evidence to MA Plan and DHA of such licensure, certification, and qualifications of Dentist, Dentist's sites and physicians or other dental care providers furnishing services at Dentist's sites.

1.17. Quality Review and Improvement.

1.17.1. Dentist agrees to (i) participate in MA Plan's quality assessment and improvement programs, including review by MA Plan's quality assurance and improvement committees and staff; (ii) to abide by MA Plan's quality assessment and improvement plans; and (iii) to cooperate with MA Plan to objectively monitor and evaluate the quality of services provided by Dentist at Dentist's site or otherwise, including, but not limited to, the availability, accessibility, acceptability, and continuity of such care.

1.17.2. Dentist shall maintain at all times during the term of this Addendum a quality assessment and improvement program that meets all State and federal licensure, accreditation, and certification requirements, including, but not limited to, accreditation standards of NCQA or other organizations, as applicable. Upon request, Dentist shall provide MA Plan with Dentist's quality assessment and improvement plan and a copy of all updates and revisions thereto.

1.17.3. Dentist shall investigate and immediately respond to all quality issues and shall work with one or more of CMS, MA Plan, DHA to resolve accessibility and other quality issues related to covered services provided to MA Members. Dentist shall remedy, as soon as reasonably possible, any condition related to patient care that has been

determined to be unsatisfactory by CMS, MA Plan, DHA or any governmental or accrediting agency. Such remedy may include timely compliance with a corrective action plan, which MA Plan shall monitor. Dentist shall work with one or more of CMS, MA Plan, or DHA to continuously assess and improve the quality and accessibility of care provided to MA Members and to resolve problems related to the provision of covered services.

1.17.4. Dentist shall ensure that all information provided to CMS, MA Plan, and DHA will be reliable and complete and shall make such information available to CMS and other State and Federal governmental agencies and accrediting organizations upon request. Dentist shall provide information, including, but not limited to, provider- and patient-specific information, for MA Plan's quality assessment and improvement activities. MA Plan's quality assessment and improvement activities include, but are not limited to, (i) accreditation by and credentialing activities of the NCQA and (ii) similar activities of other accrediting organizations. MA Plan shall protect the confidentiality of such information. Dentist shall provide CMS, MA Plan, and DHA access to all patient care protocols, policies and procedures, and any modifications thereto, upon request.

1.17.5. Dentist shall permit, at reasonable times with reasonable notice, inspection of its sites by NCQA and other accrediting organizations. Upon reasonable notice, Dentist shall permit CMS, MA Plan, DHA or their designee and government officials to conduct periodic site evaluations of Dentist's sites. Dentist shall participate in all utilization management, quality assessment and improvement, credentialing, peer review and any other activities required by MA Plan, DHA or its designee, and regulatory accrediting agencies.

1.17.6. Dentist shall cooperate with any independent review and improvement organization or other external review organization that CMS, MA Plan, or DHA retains as part of its quality assessment and improvement program.

1.18. MA Plan Medical Policy, Quality Assurance Programs, and Medical Management Procedures. In providing Covered Services to MA Members hereunder, Dentist shall comply with and abide by MA Plan's medical policy, quality improvement programs, and medical management requirements and procedures. Dentist shall consult with MA Plan, as MA Plan shall reasonably request, to assist in developing such policies, programs, and procedures. The parties acknowledge that these obligations are in addition to Dentist's obligation to comply with DHA's policies, programs, requirements, and procedures.

1.19. Grievance and Appeals. Dentist shall cooperate in a timely manner with grievance and appeal procedures established by MA Plan or DHA. Such cooperation will include, but is not limited to, gathering and forwarding requested information to MA Plan or DHA, as applicable, within the timeframes reasonably established by MA Plan or DHA. Dentist shall comply with final determinations of MA Plan, DHA, or its designee with respect to Dentist and MA Member grievances and appeals. The parties acknowledge that any right that Dentist might have to appeal an administrative denial is in addition to any MA Member appeal rights established by applicable law or regulation.

2. MA PLAN RESPONSIBILITIES

2.1. Prompt Payment. MA Plan shall pay Dentist for covered services rendered to MA Members within thirty (30) calendar days of MA Plan's receipt of a Clean Claim, unless the

Agreement or the Dentist Guide contains a prompt payment provision, in which case such provision shall govern MA Plan's payment obligation.

2.2. Cease Payment Upon Exclusion or Preclusion. Notwithstanding any other provision of this Addendum or the Agreement, MA Plan shall immediately cease making all payments to Dentist for services provided to MA Members by any Affiliated Party, Downstream Entity, or other person or entity on (i) the exclusion lists described in Section 1.6 of this Addendum or (ii) the Preclusion List, as defined in Section 1.6.7.1 of this Addendum. This provision shall survive termination of the Agreement, regardless of the reason for termination, including the insolvency of MA Plan, and shall supersede any oral or written agreement between Dentist and an MA Member.

3. JOINT DENTIST AND MA PLAN RESPONSIBILITIES

3.1. Termination Without Cause. In the event that the Agreement or any applicable Dentist Guide provision expressly permits a party to terminate the Agreement without cause, then notwithstanding any provision in the Agreement or Dentist Guide to the contrary, the terminating party must provide written notice to the other party upon the greater of (i) sixty (60) days or (ii) such other longer notice period as set forth in the Agreement or Dentist Guide. Nothing herein shall create a right in either Party to terminate without cause if the Agreement or Dentist Guide does not already provide for such right.

3.2. Termination for Cause. Termination for cause shall be as provided in the Agreement and any applicable Dentist Guide provision.

3.3. Effect of Termination of MA Contract. In the event the MA Contract is terminated or not renewed, MA Plan is required to send a prior written notice to MA Members at least ninety (90) days before the date that the non-renewal is effective, and at least sixty (60) days prior to termination of the Agreement, including a description of alternatives available for obtaining Medicare services and other options. In the event of such termination or non-renewal, Dentist will no longer be paid for dental services rendered to MA Members of MA Plan with the exception of services required by law to be provided post-termination including services provided in the event of MA Plan's insolvency or MA Member being hospitalized on the date of termination.

3.4. Compliance. Dentist and MA Plan shall comply with the provisions of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973 Americans with Disabilities Act and all other applicable laws and regulations pertaining to recipients of federal funds.

3.5. Payments for Services to Medicare-Eligible Individuals with Other Medicare Coverage.

3.5.1. If a Medicare-eligible individual is ineligible as an MA Member on the date of service, MA Plan will not be liable for payments. Dentist may seek payment from the Medicare-eligible individual's primary payor.

3.5.2. If MA Plan erroneously identifies a Medicare-eligible individual as an MA Member, MA Plan will be liable to Dentist for payments if Dentist cannot seek payment from the Medicare-eligible individual's primary payor.