FDR Annual Compliance Attestation

My organization, _________________________________, is contracted with Delta Dental of Wisconsin to provide administrative or health care service function that relates to Delta Dental of Wisconsin’s Medicare Parts C and D contract(s). The Centers for Medicare and Medicaid Services (CMS) requires any individual or organization that contracts with Delta Dental of Wisconsin to provide administrative or health services to Medicare Advantage beneficiaries to comply with various CMS program requirements. By completing this attestation, you certify that your organization is committed to ensuring compliance with CMS and Delta Dental of Wisconsin requirements.

I have the authority to attest on behalf of my organization, I attest as follows: (Select all that apply)

General Compliance and Fraud, Waste & Abuse (FWA) Training:

☐ My organization attests that we provided, General Compliance and Fraud, Waste and Abuse (FWA) Training for all employees (including temporary employees and volunteers), board members, and contractors involved in the administration and delivery of Medicare Advantage benefits within 90 days of hire or contracting, and on an annual basis thereafter. My organization has satisfied this requirement via (Select all that apply):

☐ My organization utilized the CMS Medicare Learning Network (MLN) FWA training and General Compliance education modules.

☐ My organization downloaded the content of the CMS standardized FWA and General Compliance training modules from the CMS website into our existing compliance training materials. We ensure the CMS module content that is included is not modified beyond the modifications to appearance of the content (i.e. font, color, background, format, etc.).

☐ My organization utilized the General Compliance and FWA training sessions found on Delta Dental of Wisconsin’s FDR compliance webpage.

☐ My organization is “deemed” to have met the FWA training requirements through enrollment into the Parts A or B of the Medicare program or through accreditation as a Durable Medical Equipment, Prosthetics, Orthotics, and Supplies (DMEPOS); therefore completion of only the General Compliance component of the above marked training was required by my organization.
Standards of Conduct and Compliance Policies:
- Standards of Conduct (SOC) and compliance policies have been made available to our organization. We have provided Delta Dental of Wisconsin’s SOC/compliance policies to all employees (including temporary employees and volunteers), board members, and contractors within 90 days of hire or contracting and annually thereafter.

- My organization utilizes our own comparable version of the Standards of Conduct (SOC) and compliance policies. The SOC/compliance policies have been made available to all employees within 90 days of hire or contracting and annually thereafter.

OIG and GSA Exclusion Screening
- My organization attests we review the Office of Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) and General Services Administration (GSA) for our employees, temporary employees, board members, volunteers and contractors involved in the administration and delivery of Medicare Advantage beneficiaries. Exclusion screenings from these sources are checked prior to initial hire or contracting and monthly thereafter. Any individual found on such lists, will immediately be removed from any work directly or indirectly related to Medicare Advantage programs.

Reporting Mechanisms
- Internal employees were informed of their obligation and how to report any suspected noncompliance or potential FWA for internal review and investigation. The reporting mechanisms ensure confidentiality and allow for anonymity, as desired. We do not allow retaliation or intimidation against anyone who reports a concern in good faith, and our organization reports any applicable incidents to Delta Dental of Wisconsin as they occur.

Record Retention
- Our organization agrees to maintain records of training, disciplinary standards, and exclusion checking of all employees, including temporary employees and volunteers, board members as well as downstream entities, for a minimum of 10 years. Records maintained must include, but are not limited to: training materials and training logs, documentation of exclusion checks, and dissemination of SOC/compliance program policies.

Compliance Information (applicable to organization with Downstream Entities):
- My organization attests that we have and will continue to obtain attestations from our downstream entities for which we have contracted with to provide services for Medicare Advantage Beneficiaries, and will upon Delta Dental of Wisconsin’s request, obtain the same documentation requirements listed above from those entities.
Downstream Entity Oversight (only applicable to First Tiers that subcontract delegated functions to another organization):

☐ My organization attests that we ensure compliance is maintained by our organization and perform ongoing oversight of our downstream entities and disclose issues identified to Delta Dental of Wisconsin as soon as possible.

Offshore Subcontractor Reporting

☐ My organization and/or any of our downstream and related entities (Check One) Do ☐ or ☐ Do Not engage in offshore operations of any administrative or health care services related to Medicare Advantage business. If yes, please complete the “Offshore Subcontractor Attestation” for each entity located on Delta Dental of Wisconsin’s webpage at www.deltadentalwi.com.

☐ Decline – The Organization does not want to participate in Medicare Advantage.

Attestation Authorization

I certify as an authorized representative that the information above is true and correct to the best of my knowledge, and the above FDR Medicare compliance program requirements and annual training requirements have been met for contract year 2016. In addition, my organization will furnish evidence of completion of the above to Delta Dental of Wisconsin upon request for monitoring and auditing purposes.

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<th>Printed Name of Authorized FDR Representative:</th>
<th>Title of Authorized Representative:</th>
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Signature of Authorized Representative: Date:

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<th>Authorized Representative’s Email Address</th>
<th>Authorized Representative’s Phone Number:</th>
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*If the FDR attestation applies to more than two dental office locations, please attach a separate sheet listing all locations.*

Upon completion, please return completed form and a copy of your certificates of completion to one of the following within 10 business days:

Email: pscoordinators@deltadentalwi.com; or

Mail: Delta Dental of Wisconsin Attn: PS Coordinators P.O. Box 828 Stevens Point, WI 54481
Medicare Program Participation Addendum
To
Delta Dental Dentist Agreement

This Medicare Advantage Participation Addendum (the “Addendum”) modifies the Delta Dental Dentist Agreement (the “Agreement”) between Delta Dental Premier Dentist (“Dentist”) and Delta Dental and is effective as of the date shown next to the Dentist’s signature on the last page of this Addendum.

Addendum Agreement

1. Dentist hereby acknowledges and agrees to provide the dental services (the “Services”) to persons enrolled in Medicare Part C, 42 U.S.C. 1395w–21, et seq. (“Medicare Advantage Contract”) where such contracts are insured by Delta Dental or for which Delta Dental administers the dental benefits. Enrollees in a Medicare Advantage Contract are hereinafter called “Covered Persons.” Dentist understands that Medicare Advantage Contracts are governed by Federal law, specifically the Centers for Medicare and Medicaid Services (“CMS”) and that CMS rules, regulations, guidance and procedures apply to such Contracts. Dentist understands that the specific terms as set forth herein are subject to amendment in accordance with federal statutory and regulatory changes to Medicare Part C and CMS regulations, guidance and procedures. Such amendment shall not require the consent of Dentist and will be effective immediately on the effective date thereof.

2. Dentist agrees to provide Covered Persons with timely access to the Services under a Medicare Advantage Contract to assure availability, adequacy and continuity of care.

3. Dentist agrees to comply with all policies and procedures established by Delta Dental to monitor the provision of the Services provided by Dentist under a Medicare Advantage Contract to ensure compliance with rules applicable to such contracts and with CMS guidance and standards with respect to such Contracts.

4. Dentist shall effectively communicate treatment options (including the option of no treatment) to all Covered Persons, including individuals with limited English proficiency or reading skills, with diverse cultural and ethnic backgrounds, the homeless, and individuals with physical or mental disabilities.

5. Dentist shall certify in writing the completeness and accuracy of the Services provided to Covered Persons. Dentist will cooperate with Delta Dental to address any inquiries from CMS, or the Medicare Advantage Organization (“MAO”) issuing the Medicare Advantage Contract if Delta Dental is acting only as the administrator for dental network benefits, regarding the accuracy of data submitted by Dentist. Dentist will indemnify Delta Dental, or the MAO issuing
the Medicare Advantage Contract if Delta Dental is acting only as the administrator for dental network benefits, for any penalty or fine assessed by CMS against either Delta Dental or the MAO resulting from proven inaccuracy of data submitted by Dentist.

6. This Addendum applies only to the Services that are covered under a Medicare Advantage Contract and is not intended to prohibit Dentist in any way from offering or rendering services to a Covered Person that are not covered under a Medicare Advantage Contract. Prior to providing uncovered services, Dentist shall (i) notify the Covered Person when the services requested are not covered under his/her Contract; (ii) obtain the Covered Person’s written consent before providing uncovered services, and (iii) collect payment for all uncovered services directly from the Covered Person. Services covered by a Covered Person’s Medicare Advantage Contract may be verified by going to deltadentalwi.com or calling Delta Dental at 1-800-236-3712.

7. Dentist agrees that in the event of Delta Dental’s insolvency, or the insolvency of an MAO if Delta Dental is acting only as the administrator for dental network benefits, Dentist will continue to provide the Services through the period for which premium has been paid for Covered Persons.

8. Dentist acknowledges that the United States Department of Health and Human Services (HHS) and the Comptroller General, and their designees, have the right to inspect, evaluate and audit any books, contracts, medical records, patient care documentation, and other records of Dentist, or its subcontractors or transferees involving transactions related to Medicare Advantage Contracts for ten (10) years from the final date of the expiration of the Contract or from the date of the completion of any audit, or for such longer period provided for in 42 CFR § 422.504(e)(4) or other applicable law, whichever is later. Dentist shall keep all documents related to the Services provided to Covered Persons in a format which is easily retrievable and which conforms to Federal, state and local laws and regulations applicable to such records. For the purposes specified in this provision, Dentist agrees to make available Dentist’s premises, physical facilities and equipment, records relating to Covered Persons enrolled in a Medicare Advantage Contract, and any additional relevant information that CMS may require.

9. Dentist acknowledges that payments for Covered Services through a Medicare Advantage Contract are, in whole or part, from Federal funds. Dentist, Dentist’s employees and any of its subcontractors are subject to certain laws that are applicable to individuals and entities receiving Federal funds, which may include but is not limited to, the Health Insurance Portability and Accountability Act as implemented by 45 CFR Parts 160, 162 and 164; Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 84; the Age Discrimination Age of 1985 as implemented by 45 CFR Part 91; the Americans with Disabilities Act; the Rehabilitation Act of 1973; the False Claims Act as implemented by 32 USC 3729, et seq. and any other regulations applicable to recipients of Federal funds. Should Dentist be out of compliance with any applicable law, regulations, policies or procedures, Dentist will be afforded a 90-day period to cure any such noncompliance. Failure to cure any noncompliance may result in termination of Dentist’s agreement with Delta Dental.
Dentist shall treat Covered Persons in the same manner and in accordance with the same standards and priority as Dentist treats its other patients regardless of the source of payment. Care will be provided in a manner to support positive relationships with patients in accordance with the professional standards of conduct, striving for a high level of patient satisfaction.

10. Dentist agrees to screen all employees and contractors who provide health care, utilization review or administrative services for Dentist against the Office of Inspector General’s (“OIG”) List of Excluded Individuals and Entities (“LEIE”) and the General Services Administration’s (“GSA”) Excluded Parties List System (“EPLS”) to determine if such employees and contractors have been excluded from participation in Federal health care programs. Dentist agrees to perform such screening prior to employment or engagement and on a monthly basis thereafter and to maintain documentation of all searches performed in order to verify the results of potential name matches. Further, Provider agrees not to hire any person or engage any contractor who has been excluded under either the LEIE or EPLS lists if Federal funding is used directly or indirectly to pay for the items or services provided by such excluded individual.

11. Dentist agrees to comply, and to require staff to comply, with all applicable Medicare laws, regulations and CMS instructions and guidance. Further, Dentist agrees that any Services provided to Covered Persons will be consistent with and will comply with any Medicare Advantage contractual obligation.

12. Both parties specifically represent and warrant that activities to be performed under the Agreement and this Addendum are not considered illegal remunerations (including kickbacks, bribes or rebates) as defined in 42 USCA § 1320(a)-7b.

13. Dentist agrees that he/she will participate in applicable compliance training, education and/or communications as reasonably requested by Delta Dental, or by the MAO issuing the Medicare Advantage Contract if Delta Dental is acting only as the administrator for dental network benefits, including annual completion of CMS’ required fraud, waste and abuse training. Delta Dental will provide or make available to Dentist the “Medicare Advantage and Medicare Part D (Medicare Prescription Drug) Fraud, Waste and Abuse Compliance Training” course.

14. Delta Dental may seek monetary recovery, notify CMS and/or the applicable MAO if Delta Dental is acting only as the dental benefits administrator, or impose administrative sanctions on Dentist for abuse or fraud identified by post payment review.

15. Dentist acknowledges that the Agreement and this Addendum shall be terminated immediately if Dentist is excluded from participation in Medicare under § 1128A of the Social Security Act or from participation in any other Federal health care program. If any employee or contractor of Dentist that provides such items or services is excluded from participation in such programs, Dentist agrees that it will prohibit such employee or contractor from providing
services related to or in connection with Dentist’s provision of Services under Medicare Advantage Contracts. Furthermore, Dentist agrees that Dentist will notify Delta Dental immediately if Dentist or an employee or contractor of Dentist is excluded from participation in a Federal health care program if Federal funding is used directly or indirectly to pay for the items or services provided by such excluded individual.

16. The Agreement and this Addendum may be terminated by Dentist with respect to any Services under a Medicare Advantage Contract only after giving a ninety (90) day notice to Delta Dental.

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

18. Dentist and Delta Dental intend that the terms of the Agreement and of this Addendum as they relate to the provision of Services provided under a Medicare Advantage Contract shall be interpreted in a manner consistent with applicable requirements under Medicare law.

Dentist:

_________________________
Signature

_________________________
Print Name

_________________________
Clinic Name

_________________________
Tax Identification Number

_________________________
Date