



North Carolina Provider Manual

Your Careington Dental Network Solution

Careington
SOLUTIONS SIMPLIFIED

NCProvManual

Dear <<OfficeName>>:

We are so glad you have partnered with Careington to grow your practice. Careington Dental Networks are operated by Careington International Corporation. Careington prides itself on designing thorough, comprehensive fee schedules that are beneficial to providers and members. Our various administrative methods allow your office to serve fee-for-service (POS) discount plan consumers, traditional insured (PPO) consumers or both!

At Careington, we are proud to be your Dental Network Solution!

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Important Information

As a Careington Dental Network provider, you have access to a dedicated provider relations team, a comprehensive provider portal and a 24/7 Interactive Voice Recognition service that's available 365 days a year to help you verify member eligibility or to answer any questions your office may have.

Provider Portal..... <https://provider.careington.com>

Here are some of the features available through the portal:

- **Verify patient eligibility online**
- **View your active providers and their plan acceptance details**
- **Download all necessary Careington forms, including fee schedules**
- **Learn of new, valuable offerings exclusive to Careington providers and office staff**

You must first register your practice location in order to access the portal. Practices with multiple locations must register each location individually.

To register, please visit <https://provider.careington.com/> and enter the following ID:

Your ID: [location ID number]

Once you have registered, if you decide to not use the ID provided, please print the permanent ID you create here, for your records: _____ . This will make it easy to find for new staff or to use for future reference.

If you have any questions regarding use of the provider portal or are in need of temporary IDs for additional locations, please contact our Provider Relations team at **(800) 441-0380 option. 8**.

Corporate Website..... www.careington.com

Careington Contact Numbers

24-Hour Patient Verification Number (888) 901-3705

available 7 days a week

Direct Customer Service Line (800) 290-0523

Need to add a new provider, location or plan?

Recruiting Division..... (800) 441-0380 option 6

Monday – Thursday

7 a.m. – 6 p.m. CT

Friday

7 a.m. – 12 p.m. CT

Need Credentialing documents or status for a new or existing provider?

Credentialing Division (800) 441-0380 option 7

Monday – Friday

8 a.m. – 5 p.m. CT

Need additional information regarding plan design, network logos, or updating office information?

Provider Relations Division (800) 441-0380 option 8

Monday – Friday

8 a.m. – 5 p.m. CT

Network Development – Fax Number (800) 247-4450

Overview of Dental Plans

Discount Networks

Careington started with a fee-for-service network which allows members to pay at the time of service and receive discounts that make treatment plans more affordable. This POS network encourages more consistent visits to the dentist.

Logos to look for to confirm a POS administrative design:

500
S E R I E S
Careington

CARE
POS
Careington

PLATINUM
POS
Careington

Claim Networks – PPO

Careington also offers claims-based networks known as PPO networks. The ID cards presented by members of these plans will include information on the claims payor and where to submit claims. Claims submission information is typically on the back of the ID Card.

Logos to look for to confirm the network is a PPO network and that a claim should be submitted:

CARE
PPO
Careington

PLATINUM
PPO
Careington

MAXIMUM
CARE PPO

Fee-for-service Networks

A simple administration process is the hallmark of our discount fee-for-service plans.

- **Administration:** Patient receives a discount and pays balance in full at the time of service.
- **General Dentist fees:** Charge patient according to the logo on the patient's ID card and your corresponding discount fee schedule enclosed.
- **Specialist fees:** Charge patient according to the logo on the patient's ID card and your corresponding contracted percentage discount off your customary office fee, based on the network presented.

500 SERIES Careington

500 Series – This plan is quite attractive to consumers, and has proven to be a great tool to increase acceptance of treatment plans and more frequent and consistent visits by members. These fee schedules are assigned by state. A 20% discount off UCR will be offered on any procedure performed by a Specialist or not listed on the fee schedule used by General Dentists. *Lab fees are not subject to discounts and can be charged as normal.*

CARE POS Careington

CarePOS – Fee schedules are assigned by the office's three-digit zip code. A 20% discount off UCR will be offered on any procedure performed by a Specialist or not listed on the fee schedule used by General Dentists. *Lab fees are not subject to discounts and can be charged as normal.*

PLATINUM POS Careington

Care Platinum POS – Our Platinum fees are to meet your practice needs. The fee schedules are assigned by the office's three-digit zip code. A 15% discount off UCR will be offered on any procedure performed by a Specialist or not listed on the fee schedule used by General Dentists. *Lab costs have been figured into the fee schedule amounts and should not be charged additionally.*

PPO Networks

Careington administers PPO networks for traditional indemnity or self-funded programs. Providers submit their usual and customary rate (UCR) (less any applicable co-payments) to the third party administrator or payor listed on the patient's ID card for payment, and the claim is repriced according to the contracted fee schedule for General Dentists or discount percentage for Specialists.

- *Administration: Submit claim for payment (less any applicable co-payments) to the third party administrator listed on the patient's ID card.*
- *General Dentist fees: Collect patient's applicable co-payment and submit your office's usual and customary rate (UCR). The claim will be repriced according to your contracted PPO fee schedule enclosed.*
- *Specialist fees: Collect any applicable patient co-payment and submit your office's usual and customary rate (UCR). Your contracted flat percentage discount will be applied when the claim is processed.*
- *Each Dental Benefit Plan design will designate a maximum UCF for each area, in which any charge over the set maximum will be subject to adjustment prior to reimbursement.*



CarePPO – These fee schedules are assigned by the office's three-digit zip code. A 20% discount off UCR will be offered on any procedure performed by a Specialist or not listed on the fee schedule used by General Dentists. *Lab fees are not subject to discounts and can be charged as normal.*



Care Platinum PPO – Our Platinum fees are to meet your practice needs. The fee schedules are assigned by the office's three-digit zip code. A 15% discount off UCR will be offered on any procedure performed by a Specialist or not listed on the fee schedule used by General Dentists. *Lab costs have been figured into the fee schedule amounts and should not be charged additionally.*



Careington Maximum Care – Careington has teamed up with DenteMax to create a network that opens your office to the largest number of potential patients. Since you are reimbursed by either the CarePPO or Care Platinum PPO rates, you will receive the same rates you have come to expect when you submit a claim!

Regional Dental Plans

In addition to nationwide networks, Careington also has a regional plan to help increase patient traffic.

HIP VIP

Administration: Patient pays balance in full at the time of service

General Dentist fees: Charge patient according to your HIP fee schedule enclosed (if this plan was selected).

Specialist fees: Charge patient 20% less than your customary office fee.

Lab costs have been figured into the fee schedule amounts and should not be charged additionally.

Availability: Only available in CA, CT, DC, FL, GA, MA, MD, MO, NC, NJ, NY, OH, PA, SC, VA AND WV.

Appointment Wait Time

Pursuant to North Carolina Administrative Codes, Careington has established targets for appointment wait times:

Appointment Type	General Dentist	Dental Specialist
Routine	10–14 days	15–30 days
Urgent	1–3 days	1–3 days

You may be surveyed on your actual appointment wait times on an annual basis.

ID cards

Below are sample ID cards.

Discount Card

Claim Card

Careington

(800) 290-0523
www.careington.com

Member: <John Doe>
Member #: <123456789> Group ID: <Group Code>
Subscriber ID: <123456789> Effective Date: <00/00/00>

THIS IS NOT INSURANCE.

ABC
Insurance Company

(800) 290-0523

Member: <John Doe>
Member #: <123456789>
Group ID: <Group Code>
Effective: <00/00/00>
Coverage: <123456789>

www.careington.com

Phone number included for office to verify eligibility

Clear indicator this is a POS network

Careington Member Services
(800) 290-0523 | www.careington.com

CARE POS
Careington

THIS IS NOT INSURANCE. IT IS A DISCOUNT PROGRAM

ABC
Insurance Company
P.O. Box 2568, Frisco, TX 75034

CARE PPO
Careington

For claims and eligibility questions, call (888) 888-8888

The individual named has enrolled in the Insurance Program of the Group identified above. This card is for identification purposes only and is not a guarantee of coverage. For information concerning benefits, you may communicate with the above address.

Logo

Credentialing Process

Careington ensures that its provider network is comprised of dentists who are at the top of their profession. In order to be an active provider in the Careington Dental Network, it is necessary to present specific documentation for credentialing purposes.

Initial Credentialing

Initial credentialing takes place when the provider agreement is initially submitted to Careington for consideration. At this time, it is necessary for the provider to submit the following documents:

- Signed and dated attestation questionnaire
- Copy of their current American Board Certificate, if applicable
- Copy of their current dental license
- Copy of their current malpractice insurance declaration page, with coverage amounts of \$200,000/\$600,000 in all states, with the exception of Oral Surgeons who are required to have coverage amounts of 1,000,000/3,000,000
- Copy of their current DEA or CDS certificate, if applicable
- Last five years of work history, if applicable

Recredentialing

The recredentialing process happens at three-year intervals following the completion of the initial credentialing phase. During this phase, it is necessary to provide the following documents:

- Signed and dated attestation questionnaire
- Copy of their current dental license
- Copy of their current DEA or CDS certificate, if applicable
- Copy of their current malpractice insurance declaration page, with coverage amounts of \$200,000/\$600,000 in all states, with the exception of Oral Surgeons who are required to have coverage amounts of 1,000,000/3,000,000
- Copy of their current American Board Certificate, if applicable

Learn More

Call our network credentialing specialists to learn more about Careington's credentialing process.

(800) 441-0380 option 7

Provider Agreement Terms & Conditions

This Agreement (“Agreement”) is entered into between the undersigned dentist (“Participating Dentist”) and Careington International Corporation, by and on behalf of itself and its subsidiaries and affiliates (“Careington”).

I. General Provisions

- A. Participating Dentist (General Dentist or Specialist) shall accept Covered Persons as new patients on the same basis as Participating Provider is accepting non-Covered Persons as new patients. Participating Dentist agrees to provide Dental Services without discrimination against any Covered Persons on the basis of participation in the Dental Benefit Plan, source of payment, age, sex, race, color, national origin, ethnicity, religion, gender, sexual preference, health status, health insurance coverage or disability. A Participating Dental Specialist may only perform specialized procedures if they are board certified or board eligible to perform such procedures. If a Participating Dentist performs oral surgery, such Participating Dentist agrees to obtain and maintain in full force and effect professional liability insurance, at its sole cost and expense, in coverage amounts of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or such higher amounts as may be required under applicable law. Participating Dentist agrees to notify Health Plan within thirty (30) days of any changes in coverage.
- B. Participating Dentist represents and warrants that he or she is licensed to practice dentistry pursuant to the laws where he or she is practicing dentistry. Participating Dentist also represents and warrants that his or her license to practice dentistry and DEA registration, if applicable, are not suspended or revoked. Participating Dentist agrees that he or she will promptly notify Careington in writing should either such license or registration be revoked, restricted, suspended or otherwise subject to disciplinary action by any government agency. Participating dentist authorizes Careington to obtain information concerning my professional qualifications as well as to inquire within National Practitioner Data Bank about my practice.
- C. For purposes of this Agreement, “Dental Services” means a dental service or supply for which a benefit may be payable under the terms of a Dental Benefit Plan. “Dental Benefit Plan” means a group or individual medical or dental Care program that is administered by a third party partner or offered by a Health Plan with a Medicare Contract. “Covered Person” means an individual entitled to benefits under a Dental Benefit Plan.
- D. Careington may contract with persons or entities (including, without limitation, Careington subsidiary or affiliated organizations, self-administered or self-funded programs providing dental Care benefits, employers or insurers wishing to utilize the services of Careington’s dental network) (collectively referred to as “Health Plans”) incorporating the terms and conditions of this Agreement. It is agreed that the Health Plans will succeed to all of Careington’s rights and obligations under this Agreement.
- E. Participating Dentist agrees to comply with all applicable Medicare laws, rules and regulations, reporting requirements, CMS instructions, and applicable requirements of any Part C contract between a Health Plan and CMS (the “Medicare Contract”) and with all other applicable state and federal laws and regulations, as may be amended from time to time, including, without limitation: (1) Federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.), and the anti-kickback statute (section 1128B(b) of the Act); and (2) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) administrative simplification rules at 45 CFR parts 160, 162, and 164. To the extent Participating Dentist has agreed to furnish services under this Agreement to Covered Persons enrolled in a Health Plan with a Medicare Contract, Participating Dentist acknowledges that the Health Plan has delegated to Careington, which has in turn delegated to Participating Dentist, responsibility under the Medicare Contract to provide the services set forth in the Agreement. Participating Dentist agrees that Careington and the Health Plan may only delegate such responsibilities in a manner consistent with the standards set forth under 42 CFR §422.504(i)(3) and (4). Participating Dentist shall provide or arrange for the provision of Dental Services in conformity with generally accepted dental practices in effect at the time of service. Participating Provider shall also ensure that ancillary dental personnel who provide Dental Services to Covered Persons are properly licensed.

Participating Dentist acknowledges and agrees that to the extent Careington, in its sole discretion, elects to delegate any administrative activities or functions to Participating Dentist, Participating Dentist understands and agrees that: (i) Participating Dentist may not delegate, transfer or assign any of Participating Dentist's obligations under the Agreement and/or any separate delegation agreement without Careington's prior written consent; and (ii) Participating Dentist must demonstrate, to Careington's satisfaction, Participating Dentist's ability to perform the activities to be delegated and the parties will set out in writing: (1) the specific activities or functions to be delegated and performed by Participating Dentist; (2) any reporting responsibilities and obligations pursuant to Careington or Health Plan's policies and procedures and/or the requirements of the Medicare Contract; (3) monitoring and oversight activities by Careington or Health Plan including without limitation review and approval by Careington or Health Plan of Participating Dentist's credentialing process, as applicable, and audit of such process on an ongoing basis; and (4) corrective action measures, up to and including termination or revocation of the delegated activities or functions and reporting responsibilities if CMS or Careington or Health Plan determines that such activities have not been performed satisfactorily. [42 C.F.R. § 422.504(i)(3)(iii); 422.504(i)(4)(i)-(v).] To the extent Careington allows Participating Dentist to enter into subcontracts to provide services pursuant to this Agreement, Participating Provider agrees that any Health Plan with a Medicare Contract retains the right to approve, suspend, or terminate any such arrangement as it applies to their Medicare Contract.

- F. Participating Dentist shall (a) maintain confidentiality of covered Person medical records and personal information as required by G.S. 58, Article 39 and other health records as required by law; (b) maintain adequate medical and other health records according to industry and Health Plan standards; and (c) maintain copies of such records available to the Health Plan and the North Carolina Department of Insurance in conjunction with its regulation of the health Plan. Participating Dentist agrees to comply with all applicable state and federal laws, rules and regulations, Medicare program requirements, and/or requirements in the Medicare Contract regarding privacy, security, confidentiality, accuracy and/or disclosure of records (including, but not limited to, medical records), personally identifiable information and/or protected health information and enrollment information including, without limitation: (1) HIPAA and the rules and regulations promulgated thereunder, (2) 42 C.F.R. § 422.504(a)(13), and (3) 42 C.F.R. § 422.118; (iv) 42 C.F.R. § 422.516 and 42 C.F.R. § 422.310 regarding certain reporting obligations to CMS. Participating Dentist also agrees to release such information only in accordance with applicable state and/or federal law or pursuant to court orders or subpoenas.
- G. Participating Dentist shall comply with all applicable policies and procedures of Careington and Health Plans including, without limitation, written standards for the following: (a) timeliness of access to care and member services; (b) policies and procedures that allow for individual medical necessity determinations (e.g., coverage rules, practice guidelines, payment policies); (c) Participating Dentist consideration of Covered Person input into Participating Dentist's proposed treatment plan; (d) Health Plan's compliance program which encourages effective communication between Participating Dentist and Health Plan's Compliance Officer and participation by Participating Dentist in education and training programs regarding the prevention, correction and detection of fraud, waste and abuse and other initiatives identified by CMS. (e) Health Plans benefits exclusions, administrative and UM requirements; and (f) Health plans or Careington's credentialing and QA programs and providers sanctions policies. The aforementioned policies and procedures are identified in Careington and Health Plan Participating Dentist Manuals which are incorporated herein by reference and may be amended from time to time by Careington or Health Plan. [42 C.F.R. § 422.112; 422.504(i)(4)(v); 42 C.F.R. § 422.202(b); 42 C.F.R. § 422.504(a)(5); 42 C.F.R. § 422.503(b)(4)(vi)(C) & (D) & (G)(3).] Careington and Health Plans shall notify Participating Dentist of change to written policy and procedures and shall allow providers reasonable time to comply with such changes, policies and procedures to be provided annually.
- H. Participating General Dentist on the Care Platinum PPO, Care Platinum POS, CarePPO, CarePOS, or 500 Series plans agrees to accept as payment in full for Dental Services the amount shown in the attached assigned fee schedule (the "Reimbursement Amount"). Participating Dental Specialist on the Care Platinum PPO and Care Platinum POS plans will not use a fee schedule but agree to provide dental services at a fifteen percent (15%) discount off of Usual and Customary or Reasonable and Customary fees. Participating Dental Specialist on the CarePPO, CarePOS, or 500 Series plans will not use a fee schedule but agree to provide dental services at a twenty percent (20%) discount off of Usual and Customary or Reasonable and Customary fees. Specialist agrees to submit a copy of their Usual and Customary fees to Careington upon request. Each Dental Benefit Plan design will designate a maximum UCF for each area in which any charge over the set maximum will be subject to adjustment prior to reimbursement.

Participating General Dentist on the **HIP VIP** plan agrees to accept as payment in full for Dental Services the amount shown in the attached assigned fee schedule (the "Reimbursement Amount"). Participating Dental Specialist on the **HIP VIP** plan will not use a fee schedule but agree to provide dental services at a twenty percent (20%) discount off of Usual and Customary fees. Specialist agrees to submit a copy of their Usual and Customary fees to Careington upon request. Procedures not listed on the **HIP VIP** fee schedule is a cost to the member at a twenty percent (20%) discount off of Participating General Dentists Usual and Customary fee for that procedure.

- I. When the Dental Benefit Plan under which a Covered Person is covered is secondary under coordination of benefit rules, Participating Dentist will receive as payment an amount no greater than the difference between the amount payable to the Participating Dentist by the primary payor and the Reimbursement Amount, if any. In any event, Careington shall have no obligation to Participating Dentist for any claims for Reimbursement Amounts not paid by or on behalf of a self-funded group plan sponsor for which Careington administers a Dental Benefit Plan. Careington reserves the right to change Reimbursement Amounts at any time upon notice to a Participating Dentist.
- J. Any procedure not listed on the CarePOS or 500 Series fee schedule is a cost to the member at a twenty percent (20%) discount and any procedure not listed on the Care Platinum POS fee schedule is a cost to the member at a fifteen percent (15%) discount off of Participating General Dentists normal fee for that procedure. Any procedure not listed on the CarePPO fee schedule is a twenty percent (20%) discount off the Reasonable and Customary fees in your zip code which is defined by the carrier. Any procedure not listed on the Care Platinum PPO fee schedule is a fifteen percent (15%) discount off the Reasonable and Customary fees in your zip code which is defined by the carrier. All lab fees incurred on any procedure are the responsibility of the patient, with the exception of the Care Platinum PPO, Care Platinum POS, and HIP plans. Participating Dentist shall bill payor(s) in the most current standard American Dental Association claim format.

Participating Dentist acknowledges that the Participating Dentist has the option, in the Participating Dentist's sole discretion, to participate or not to participate in Careington Discount Plans (including Care Platinum POS, Care POS, or 500 Series) that provide discounts for services that are not covered by insurance or other 3rd party reimbursement. Participating Dentist acknowledges that Careington has not restricted in any manner the choice of the Participating Dentist to participate or not to participate in a Careington Discount Plan. If Participating Dentist chooses to participate in a Careington Discount Plan, Participating Dentist may cancel such participation at any time by providing written notice to Careington. Careington will not take any action against the Participating Dentist based on the Participating Dentist's decision to not participate, or to cancel participation, in a Careington Discount Plan.

- K. Under no circumstances shall Participating Dentist bill Covered Persons for the balance, if any, between Participating Dentist's usual charges and the Reimbursement Amount, as described in Paragraph H above.
- L. Covered Persons are responsible for all Dental Services that are not covered under their Dental Benefit Plan; Covered Persons are also responsible for all deductibles, co-payments and coinsurance amounts required under the Dental Benefit Plan. Participating Dentist agrees to charge and collect any applicable co-payments, coinsurance and/or deductible amounts required under the Dental Benefit Plan. Participating Dentist further agrees that any deductibles, coinsurance and/or co-payments shall be calculated based on the Reimbursement Amount
- M. Participating Dentist shall submit bills to Health Plans within one hundred and eighty (180) days. Participating Dentist may submit claims after 180 days if it was not reasonably possible for the claimant to file the claim within that time, provided that the claim is submitted as soon as reasonably possible and in no event, except in the absence of legal capacity of the insured, later than one year from the time submittal of the claim is otherwise required. Participating Dentist shall not separately bill Covered Persons for purposes of additional payments with respect to Dental Services other than for copayments, coinsurance, or deductibles in accordance with the Covered Person's contract. Participating Dentist agrees that failure to submit claims in accordance with the requirements herein may result in the denial of such claims. Participating Dentist has until the later of (i) one (1) year from the date that the Dental Service was rendered, or (ii) such other period as set forth in applicable state or federal law, to appeal a payment made by Health Plan. After such period, no further adjustments to payments shall be made. This agreement does not prohibit Participating Dentist and Covered Person from agreeing to provide or continue non-covered services at the member's own expense, as long as the Participating Dentist has notified the Covered Person in advance that the health plan may not cover or continue to cover specific services and the member chooses to receive the services.

- N. Health Plans will process and pay or deny claims for Dental Services within thirty (30) calendar days of receipt of such claims in accordance with the Agreement. Participating Dentist agrees to prompt submission of information for claims payment.
- O. Participating Dentist agrees to obtain and maintain in full force and effect professional liability insurance for itself and each Dentist providing Dental Services hereunder, at its sole cost and expense, in coverage amounts of not less than \$200,000 per occurrence and \$600,000 annual aggregate, or such higher amounts as may be required under applicable law. Participating Dentist shall maintain general and premises liability insurance, insuring against personal injury and death, workers' compensation, fire and casualty insurance and all other policies of insurance required by federal, state and local law or ordinance. Upon request, Participating Dentist shall provide to Careington or Health Plan, a "Certificate of Insurance" evidencing such coverage and all renewals thereof and shall notify Careington within ten (10) days of receipt of notice of the revocation, cancellation, amendment or modification of any such policies. Participating Dentist shall notify Careington and Health Plan in writing within forty-eight (48) hours of the receipt of verbal or written notice of a threatened or asserted claim, demand, action or complaint alleging medical malpractice, or the initiation of an investigation or inquiry with respect to a violation of any law, regulation, rule or administrative guideline pertaining to Participating Dentist.
- P. Participating Dentist shall permit inspection, evaluation and audit directly by Careington, Health Plans, OIR, the Department of Health and Human Services (DHHS), the Comptroller General, the Office of the Inspector General, the General Accounting Office, CMS and/or their designees, and as the Secretary of the DHHS may deem necessary to enforce any applicable Medicare Contract, physical facilities and equipment and any pertinent information including books, contracts (including any agreements between Participating Dentist and its employees, contractors and/or subcontractors providing services related to the Agreement), documents, papers, medical records, patient care documentation, computer or other electronic systems, and other records and information involving or relating to the provision of services under the Agreement, and any additional relevant information that CMS or Careington may require (collectively, "Books and Records"). All Books and Records shall be maintained in an accurate and timely manner and shall be made available for such inspection, evaluation or audit for a time period of not less than ten (10) years, or such longer period of time as may be required by law, from the end of the calendar year in which expiration or termination of this Agreement occurs or from completion of any audit or investigation, whichever is greater, unless CMS, an authorized federal agency, or such agency's designee, determines there is a special need to retain records for a longer period of time, which may include but not be limited to: (i) up to an additional six (6) years from the date of final resolution of a dispute, allegation of fraud or similar fault; or (ii) completion of any audit should that date be later than the time frame(s) indicated above; (iii) if CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Books and Records at any time; or (iv) such greater period of time as provided for by law. Participating Dentist shall cooperate and assist with and provide such Books and Records to Careington, Health Plan and/or CMS or its designee for purposes of the above inspections, evaluations, and/or audits, as requested by CMS or its designee and shall also ensure accuracy and timely access for Covered Persons to their medical, health and enrollment information and records. Participating Dentist agrees and shall require its employees, contractors and/or subcontractors and those individuals or entities performing administrative services for or on behalf of Participating Dentist and/or any of the above referenced individuals or entities: (i) to provide Careington, Health Plan and/or CMS with timely access to records, information and data necessary for: (1) Health Plan(s) to meet its obligations under its Medicare Contract(s); and/or (2) CMS to administer and evaluate the MA program; and (ii) to submit all reports and clinical information required by the Health Plan(s) under the Medicare Contract. Participating Dentist agrees to permit any federal or state agency having jurisdiction over Careington's and/or Participating Dentist's provision of services and/or any accrediting organization to conduct periodic site evaluations of Participating Dentist's facilities, offices and records. Upon a Health Plan's written request, Participating Dentist shall provide such Health Plan with a copy of the written response to any questions or comments posed by the agencies listed in the preceding sentence.
- Q. Notwithstanding anything to the contrary in the Agreement, Participating Dentist agrees that Health Plans may audit Participating Dentist's records for payment and claims review purposes. Careington, Health Plans and Covered Persons shall not be required to reimburse Participating Dentist for expenses

related to providing copies of patient records or documents to any local, State or Federal agency or Health Plan (i) pursuant to a request from any local, State or Federal agency (including, without limitation, the Centers for Medicare and Medicaid ("CMS") or such agencies' subcontractors; (ii) pursuant to administration of Health Plans' quality improvement, utilization review, and risk management programs; (iii) in order to assist Health Plans in making a determination regarding whether a service is a covered service for which payment is due under a Dental Benefit Plan; or (iv) as otherwise may be required for Health Plans to meet their obligations. To the extent permissible under applicable federal or state law, a Participating Dentist may require a Covered Person reimburse the Participating Dentist for expenses related to providing copies of patient records to a Covered Person for transfer to another provider.

- R. Except as provided herein, neither Participating Dentist nor Careington may use the other party's symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of that party. The Participating Dentist agrees to have his or her name, specialty, office address, office telephone number and office hours listed in the Careington dental directory of contracted dentists. Careington and the Health Plan must include the name of the Participating Dentist in all applicable provider directories.
- S. Participating Dentist agrees that when Careington contracts with Health Plans for use of Participating Dentist's services under this Agreement, Participating Dentist will provide services to Covered Persons of such Health Plans in accordance with the terms of this Agreement. In all events, however, Participating Dentist shall look for payment only to the particular Health Plan that covers the particular services for which Participating Dentist seeks to be compensated (except for applicable deductibles, co-payments or other obligations of Covered Persons).
- T. Participating Dentist shall comply with Careington's credentialing and re-credentialing procedures and Health Plans' quality improvement, utilization review, peer review, grievance and appeal, and coordination of benefit procedures, and any other reasonable policies that Health Plans may implement. Participating Dentist shall maintain all required licensure, accreditation and credentials sufficient to meet Health Plan's credentialing verification programs. Participating Dentist shall timely notify Health Plan of any change in the status of any information relating to professional credentials.
- U. The parties agree to keep the confidential and proprietary information or trade secrets of each other in trust and confidence and agree that such information shall be used for the purposes contemplated in this Agreement. Without limiting the generality of the foregoing, it is agreed that all compensation arrangements between the parties and the identities of Covered Persons shall specifically be considered proprietary and confidential.
- V. For group plans for which Careington is providing administrative services, in the event of a failure to fund submitted claims by a self-funded group plan sponsor, Careington shall notify Participating Dentist of such failure to fund in writing in a timely manner and shall have no further responsibility therefore.
- W. Participating Dentist agrees to cooperate with Careington and/or Covered Persons in resolving billing or grievance disputes. The Health Plan will establish a mechanism for Participating Dentist to verify eligibility prior to rendering services. Participating Dentists will contact the Dental Benefit Plan directly for eligibility verification and benefit breakdown prior to treatment.
- X. Participating Dentist agrees that any services provided by Participating Dentist to a Covered Person enrolled in a Health Plan with a Medicare Contract will be consistent with and will comply with the Health Plan's obligations under that contract. It is the Health Plan's obligation to provide Participating Dentist with data and information pertaining to the following (as applicable), changes thereto, and reasonable time to comply with such changes: (i) performance feedback reports; (ii) benefit exclusions; (iii) administrative requirements; (iv) utilization review requirements; (v) credentialing verification programs; (vi) quality assessment programs; and (vii) provider sanction programs

II. Term and Termination

- A. The term of this Agreement shall begin on the Effective Date listed on the signature page of this Agreement and shall continue in effect until terminated by either party pursuant to the terms of this Agreement.
- B. This Agreement may be terminated (i) without cause by either party by giving the other party sixty (60) thirty days prior written notice delivered by certified mail, fax, or email using latest version of

Careington provider cancellation form. In addition this agreement will be terminated (ii) immediately by Careington if Participating Dentist's license(s) is/are revoked, suspended or restricted or if his or her professional liability insurance is terminated or restricted, or (iii) immediately by Careington upon the death or disability of participating dentists.

- C. Notwithstanding the foregoing, this Agreement as it applies to the provision of services to Covered Person's enrolled in a Health Plan with Medicare Contract, may also be terminated: (i) immediately if Participating Dentist is excluded from participation under a Federal Health Care Program as defined under Section 1128B(f) of the Social Security Act; and/or (ii) upon 60 days notice if Participating Dentist does not perform satisfactorily or if any of Participating Dentist's reporting and disclosure obligations are not fully met in a timely manner.
- D. Nonpayment for goods or services shall not affect Participating Dentist's obligation to provide sixty (60) day notice of intent to terminate this Agreement or Participating Dentist's obligation to render Dental Services until the termination date, and to complete all work in progress.
- E. If this Agreement is terminated, each party shall remain liable for any obligations or liabilities arising from activities carried on by it hereunder prior to termination. Participating Dentist agrees that except in instances of immediate termination by Careington or Health Plan for reasons related to professional competency or conduct and upon expiration or termination of the Agreement, Participating Dentist will continue to provide Dental Services to Covered Persons as indicated below and to cooperate with Careington or Health Plan to transition Covered Persons, administrative duties, and records to other Participating Dentists in a manner that ensures medically appropriate continuity of care. In accordance with the requirements of any applicable Medicare Contract, Careington's or Health Plan's accrediting bodies and applicable law and regulation, Participating Dentist will continue to provide Dental Services to Covered Persons after the expiration or termination of the Agreement, whether by virtue of insolvency or cessation of operations of Careington or Health Plan, or otherwise: (i) for those Covered Persons who are confined in an inpatient facility on the date of termination until the patient is ready for discharge; (ii) for all Covered Persons through the date of the applicable Medicare Contract for which payments have been made by CMS to Health Plans; (iii) for those Covered Persons undergoing active treatment of chronic or acute medical conditions as of the date of expiration or termination through their current course of active treatment not to exceed ninety (90) days unless otherwise required by item (ii) above; and (iv) for all other courses of treatment of Covered Persons that began prior to expiration or termination of this Agreement until such treatment is completed.

III. Dispute Resolution

- A. Careington and Participating Dentist agree to meet and confer in good faith to resolve any problems or disputes that may arise.
- B. In the event that any problem or dispute arising under this Agreement and/or concerning the terms of this Agreement is not satisfactorily resolved pursuant to Provision A above, Careington and Participating Dentist will arbitrate such problem or dispute. Such arbitration shall be initiated by either party making a written demand for arbitration to the other party. The arbitration will be conducted by the American Arbitration Association under the Commercial Rules of the American Arbitration Association, unless otherwise mutually agreed in writing by Careington and Participating Dentist. Participating Dentist and Careington agree that the arbitration results shall be binding on both parties in any subsequent litigation or dispute.

IV. Miscellaneous

- A. Participating Dentist shall be solely responsible to Covered Persons for the method or means by which Participating Dentist renders dental treatment or service to Covered Persons. Participating Dentist shall be solely responsible for any acts or omissions relating to the diagnosis and treatment of Covered Persons. Nothing herein shall be construed as granting Careington the right to engage in the practice of dentistry.
- B. The parties are independent contractors, and nothing in this Agreement is intended to create nor shall it be construed to create any employment, agency, joint venture or partnership relationship between the parties.

Careington shall have no dominion or control over Participating Dentist, the dentist-patient relationship, Participating Dentist's personnel or facilities, or Participating Dentist's services. Careington's and the Health Plan's policies and procedures detailed in Part I, Provision G of this agreement shall not override the Participating Dentist's professional or ethical responsibilities and shall not interfere with the Participating Dentist's ability to provide information or assistance to Covered Persons.

- C. Careington and Participating Dentist hereby acknowledge and agree that Health Plans shall oversee and monitor the performance of Participating Dentist on an ongoing basis and shall be accountable under any applicable Medicare Contract for Dental Services provided to Covered Persons under the Agreement regardless of the provisions of the Agreement or any delegation of administrative activities or functions to Participating Dentist under the Agreement.
- D. The parties agree: (i) that nothing contained in the Agreement nor any payment made by Careington or Health Plan to Participating Dentist is a financial incentive or inducement to reduce, limit or withhold Medically Necessary services to Covered Persons; and (ii) that any incentive plans between Careington or Health Plan and Participating Dentist and/or between Participating Dentist and its employed or contracted physicians and other health care practitioners and/or Participating Dentists shall be in compliance with applicable state and federal laws, rules and regulations and in accordance with the Medicare Contract. Upon request, Participating Dentist agrees to disclose to Careington or Health Plan the terms and conditions of any "physician incentive plan" as defined by CMS and/or any state or federal law, rule or regulation.
- E. If Participating Dentist is not an individual but rather is a professional association, limited liability company, corporation or other entity whose staff of dental health care professionals consists wholly or partially of employees or independent contractors, Participating Dentist represents, warrants and covenants that it has the unqualified authority to bind all such employees or contractors to the terms of this Agreement. Careington and/or Health Plans reserve the right to limit practice of one or more individuals in the Participating Dentist's group that are found to be in breach of the terms of this Agreement.
- F. The provisions of this Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties. Careington will not subcontract, assign, convey or transfer Careington's rights or duties under this Agreement without the prior notification to Participating Dentist. Participating Dentist will not subcontract, assign, convey or transfer his or her rights or duties under this Agreement, in whole or in part, without the prior written consent of Careington.
- G. If any portion of this Agreement is found to be void or illegal, the validity or enforceability of any other portion shall not be affected. This Agreement shall be governed by the laws of the State of North Carolina.
- H. No waiver or any breach, privilege or provision hereunder shall be construed as a waiver of any other breach hereunder.
- I. Any notice, with the exception of a provider termination notification, shall be in writing and sent by mail or fax to the first address listed on the Participating Dentist's agreement.
- J. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof. This Agreement may be amended at any time during its term upon sixty (60) days' prior written notice to Participating Dentist from Careington. Participating Dentist has sixty (60) days from receipt of amendment to object in writing to proposed amendment. If Participating Dentist does not object within sixty (60) days of receipt of amendment, amendment will then become effective.
- K. Participating Dentist shall arrange for emergency call coverage on his office phone via voice mail, answering service/machine after hours or arrange for on call coverage during after hours to accommodate emergency patients; (b) shall check this service periodically when office is closed to ensure emergencies are handled or directed within 24 hours.

V. Hold Harmless

- A. Participating Dentist hereby agrees: (i) that in no event, including, but not limited to, nonpayment by a Health Plan, or a Health Plan insolvency, shall Participating Dentist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person or persons other than Health Plan for Dental Services covered under a Dental Benefit Plan.

This Provision does not prohibit Participating Dentist from collecting copayments, coinsurance, or deductibles in accordance with the Covered Persons' contract or evidence of coverage. This Provision shall survive termination of the Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Covered Person. This Provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Participating Dentist and a Covered Person or a person acting on Covered Person's behalf.

- B. Participating Dentist shall indemnify and hold harmless Careington, its director, officers, employees, subsidiaries, affiliates and Groups, Covered Persons enrolled in Health Plans and the Governmental Agencies from and against any and all liabilities, demands, claims, suits, losses, damages, fines, judgments, costs, expenses and causes of action, including costs and reasonable attorneys' fees at all levels, arising out of or by reason of any damage or injury to persons or property suffered, or claimed to have been suffered, by any negligent act or omissions of Participating Dentist, its directors, officers, agents and employees.
- C. Careington shall indemnify and hold Participating Dentist, its directors, officers, and employees, Governmental Agencies and Covered Persons harmless from and against any and all liabilities, claims, suits, losses, damages, fines judgments, costs, expenses, and causes of action, including costs and reasonable attorney's fees at all levels, arising out of or by reason of any damage or injury to persons or property suffered, or claimed to have been suffered, by any grossly negligent act or omission of Careington, its directors, officers and employees. Participating Dentist shall make all reasonable efforts, consistent with advice of counsel and requirements of applicable insurance policies and carriers, to coordinate the defense of all claims in which Careington or Health Plan are either named as a defendant or may be named. The obligations, duties and responsibilities of this Provision shall survive the termination or expiration of this Agreement.

VI. Group Practices

- A. If a group practice ("Group Practice") is a party to this Agreement:
 - 1. The Group Practice assumes all the duties, obligations and responsibilities of Participating Dentist as described above.
 - 2. The Group Practice shall require each Participating Dentist to comply with all duties, obligations and responsibilities of a Participating Dentist under this Agreement.
 - 3. All payments for Dental Services provided to Covered Persons treated at the Group Practice shall be paid to the Group Practice. Careington shall have no responsibility to any person associated with the Group Practice beyond paying the Group Practice the compensation provided by this Agreement.

Cultural Sensitivity

A limited English proficient enrollee is an enrollee who has an inability or limited ability to speak, read, write or understand the English language on a level that permits that individual to interact effectively with Health Plan providers.

As established by your participating Provider Agreement, you must provide Covered Services in a culturally competent manner to all Health Plan members, including those with limited English proficiency and diverse cultural and ethnic backgrounds.

If you participate in the network for our Medicare Advantage products, you must comply with the following additional requirements (as applicable) for services you provide to our Medicare Advantage enrollees.

- You may not discriminate against enrollees in any way based on health status.
- You must make sure that enrollees have adequate access to Covered Services.
- You must make sure that your hours of operation are convenient to enrollees and do not discriminate against enrollees and that medically necessary services are available to enrollees 24 hours a day, 7 days a week.
- You may only make available or distribute plan marketing materials to enrollees in accordance with CMS requirements.
- You must provide services to enrollees in a culturally competent manner, taking into account limited English proficiency or reading skills, hearing or vision impairment and diverse cultural and ethnic backgrounds.
- You must cooperate with our procedures to inform enrollees of health care needs that require follow-up and provide necessary training to enrollees in self-care.
- You must provide Covered Services in a manner consistent with professionally recognized standards of health care.
- You must make sure that any payment and incentive arrangements with subcontractors are specified in a written agreement, that such arrangements do not encourage reductions in medically necessary services, and that any physician incentive plans comply with applicable CMS standards.
- You must cooperate with our processes to disclose to CMS all information necessary for CMS to administer and evaluate the Medicare Advantage Program, and all information determined by CMS to be necessary to assist enrollees in making an informed choice about Medicare coverage.
- You must cooperate with our processes for notifying enrollees of network participation agreement terminations.
- You must comply with our Medicare Advantage medical policies, quality improvement programs and medical management procedures.
- You must cooperate with us in fulfilling our responsibility to disclose to CMS quality, performance and other indicators as specified by CMS.
- You must cooperate with our procedures for handling grievances, appeals and expedited appeals.



7400 Gaylord Parkway | Frisco, Texas 75034
Toll-Free: (800) 441-0380
www.careington.com