



Hearing Provider Agreement

Please, review and sign the Agreement, then:

Mail to:
Attn: Avesis Hearing
P. O. Box 782
Owings Mills, MD 21117

Avesis

THIS Provider Agreement (“Agreement”), entered into this ____ day of _____, 200__, by and between **Avesis Third Party Administrators, Inc.** (“Avesis”) and _____, (hereinafter referred to as Provider);

WHEREAS, Avesis arranges for the delivery of hearing services to eligible members of healthcare plan(s), employer group(s), association(s), and other Sponsors contracting with Avesis;

WHEREAS, Provider wishes to provide services to eligible members of plans contracted with Avesis;

NOW, THEREFORE, in consideration of the above and the promises hereinafter contained, the parties hereby agree as follows:

A. DEFINITIONS.

- (1) Provider – the individual, partnership or other entity licensed or otherwise authorized to furnish covered services and who has entered into a written Agreement with Avesis to provide services to eligible Members.
- (2) Hearing Provider – An audiologist duly licensed and qualified under the applicable laws of the jurisdiction where services are being rendered, who practices as an employee of the Provider. Hearing Provider(s) who are participating under this Agreement are listed on the signature page of this Agreement. See section D (10) regarding requirements for employee audiologist(s).
- (3) Covered Benefits – Benefits that are covered under the terms of the applicable Sponsor’s Plan, subject to the limitations and exclusions of such Plan.
- (4) Member – An individual, spouse or dependent that is eligible to receive covered benefits.
- (5) Sponsor – An HMO, insurer, employer, or other entity that has entered into an agreement with Avesis to provide Covered Benefits as referenced in Exhibit1 attached hereto and made a part hereof.
- (6) Claim – Request for payment for covered benefits for eligible Members submitted by Provider electronically or on an approved claim form. See requirements set forth in Sections D (14) and G (1) of this Agreement.
- (7) Clean Claim – A request for payment for services rendered in a nationally accepted format in compliance with standard coding guidelines and which requires no further information, adjustment, or alteration by Provider of services in order to be processed and paid by Avesis.
- (8) Manual. The Hearing Provider Manual is available to the Provider on the Avesis website or will be sent to the Provider upon request. Provider and/or Hearing Provider(s) agree to comply with the contents of the Manual, as it may be revised and to keep the Manual confidential. Provider and/or Hearing Provider(s) shall not to copy or disclose such information to third parties except as required for the conduct of the Provider’s business. Provider shall be given thirty (30) days prior written notice of revisions to the Provider Manual.
- (9) Necessary Services. Services that have been determined by the Hearing Provider to be necessary for the Member to achieve appropriate hearing levels which may be limited by the services covered in the Avesis Covered Benefits.

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- (10) Usual and Customary Fee. The fee charged to private paying patients for the same service or materials during the same period of time.

B. TERM.

The term of this Agreement shall be for a period of one (1) year effective on the date first above written. This Agreement shall automatically renew thereafter for successive one-year terms unless terminated by either party as provided for in Section K of this Agreement.

C. RESPONSIBILITIES OF AVESIS.

- (1) Sponsor Contracts. Avesis will enter into group contracts with employers, employee groups, unions, corporations, insurance carriers, and other organization whose Members may obtain professional services and related products from Avesis participating Providers. The Sponsor set forth in Exhibit 1 shall be the only Sponsor for which the Provider will be a participating Provider. No other sponsor shall be added to this Agreement without the prior, mutual consent of Avesis and Provider.
- (2) Covered Benefits and Fee Schedule. Avesis shall provide a listing of all Covered Benefits and Fee Schedule in the Provider Manual.
- (3) Provider Information. Avesis shall make available to Members through the Avesis website and/or the Sponsor's website or through a toll-free customer service telephone number the names, addresses and phone numbers of all Providers and/or Hearing Provider(s) who agree to participate under the Sponsor's plan.
- (4) Eligibility Verification. Provider shall verify eligibility through the Avesis website or by calling either the Avesis IVR system or Avesis customer service department. Avesis shall update Member eligibility from data received from the Sponsor on a regular basis.
- (5) Manual. Provider and/or Hearing Provider may obtain the Avesis Hearing Provider Manual from the Avesis website or by contact Avesis so that one can be sent. Provider agrees to comply with the contents of the Manual, as it may be revised from time to time and to keep the Manual confidential. Provider shall not copy or disclose such information to third parties except as required for the conduct of the Provider's business. Provider shall be given thirty (30) days prior written notice of revisions to the Provider Manual.
- (6) Payment Processing. Avesis shall transmit payments to Provider on a timely basis in accordance with the prompt pay laws of the state wherein services are being rendered and in accordance with the terms and conditions of this Agreement.
- (7) Regulatory Compliance. Avesis shall establish and enforce policies and procedures designed to ensure Avesis' and Provider and/or Hearing Provider(s) continued compliance with State and Federal regulations, including HIPAA and the Department of Labor. For Medicare programs, Avesis complies with said state and federal policies and procedures for hearing services.

D. RESPONSIBILITIES OF PROVIDER.

- (1) Professional Services. Provider and/or Hearing Provider shall be properly licensed as an audiologist in the jurisdiction where services are provided and shall ensure that all hearing services and materials are rendered and delivered consistent with professionally recognized standards of practice.

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- (2) Appointments. Services shall be provided to Members in a timely fashion. If Provider has closed an office to Medicare Members, Provider must notify Avesis in writing at least five (5) business days prior to closing the office and closure will be effective the first day of the month following receipt of notification. If the Provider's office is open to any Medicare Members then it must remain open to Medicare Members covered through Avesis.
- (3) Reporting. In lieu of Provider submitting quarterly reports stating average wait times for Members, Avesis may randomly and anonymously telephone Provider to ascertain said information.
- (4) Payment from Members. Provider agrees to charge and accept as payment in full only the compensation set forth in the Provider Manual as may be updated from time to time. Provider may collect payment directly from Members for deductibles, co-payments, and material charges, if applicable. Members may have allowances for materials as set forth in Exhibit 1 attached hereto. Any charges to the Member may not exceed the Provider's usual and customary fee.
- (5) Records. Provider shall maintain confidential and complete Member records and personal information as required by applicable state and federal laws. Notwithstanding the termination of this Agreement, the Provider shall maintain Member records for a period of not less than seven (7) years or such other period as set forth in applicable law. Records shall be maintained in accordance with applicable industry standards. Records shall be provided to any subsequent designated hearing provider according to state law and Medicare policy.
 - (a) Confidentiality of Records. Confidentiality of Member records and personal information shall be maintained in accordance with all applicable State and Federal laws in force as of the effective date of this Agreement and those that may be enacted in the future. Provider shall not use any information received in the course of providing services to Members except as necessary for the proper discharge of his/her obligations hereunder. Provider agrees to comply with all of the applicable federal requirements for privacy and security of health information as set forth in the Health Insurance Portability and Accountability Act (HIPAA) and other similar legislation.
 - (b) Records Access. Provider agrees that Avesis, its agents or representatives, and Centers for Medicare and Medicaid Services (CMS) shall have access to billing and Member records for their Members for whom care has been rendered by the Provider. Notwithstanding termination of this Agreement, this right of access to Member records shall continue for a period of two (2) years after termination, or to the extent required by law.
- (6) Compliance with Law. Provider shall, at all times, conduct his professional practice and supervise all personnel in a manner that complies with all applicable laws. Provider shall maintain all necessary permits, certificates and licenses in good standing. In the event of any complaint or disciplinary action against Provider or Hearing Provider, Provider shall promptly notify Avesis of such public complaint or disciplinary action relating to practices at his office. Provider hereby authorizes any governmental agency to release to Avesis information relating to any such complaint or disciplinary action. Provider agrees to comply with all applicable federal and state laws relating to non-discrimination and equal opportunity.
- (7) Cultural Competency Plan. Provider agrees to comply with Avesis' and the Sponsor's Cultural Competency Plan. The Avesis Cultural Competency Plan is available on the Avesis website and the Sponsor's Plan is available upon request.

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- (8) Credentialing Program. Provider and/or Hearing Provider(s) agrees to adhere to all of the requirements established by Avesis with regard to Provider credentialing and recredentialing. Avesis credentialing process can be found in the Avesis Provider Manual.
- (9) Quality Improvement. Provider agrees to respond and/or comply with the Avesis' Quality Assurance/Quality Improvement Program as it relates to quality assurance, utilization review and Member grievance program as explained in the Avesis Provider Manual.
- (10) Personnel and Office Address. Provider shall supply Avesis with a complete list of all Hearing Provider(s) and the necessary information for credentialing each of those audiologists with whom Provider practices and who shall be governed by this Agreement. If any Provider and/or Hearing Provider(s) have independent hearing practices, said Provider and/or Hearing Provider(s) must sign a separate Avesis Hearing Provider Agreement. Provider shall not employ or subcontract with individuals on the State or Federal Exclusions list. Provider shall notify Avesis within thirty (30) days of any relocation of his/her practice; change in area code or telephone number; or any change in the Hearing Provider(s) practicing with Provider. New Hearing Provider(s) must be credentialed prior to rendering services to Members. Providers, who are independent contractors working at the Provider's location or with Provider, must execute a separate Provider Agreement and be credentialed with Avesis. Provider agrees to the inclusion of information about the practice and its location on the Avesis website and/or Sponsor's website. Provider further agrees to permit practice information to be given to members by Avesis or Sponsor customer service representatives.
- (11) Locum Tenens for Medicare. A Provider may submit a claim and receive payment for Covered Benefits for a locum tenens audiologist who is not an employee of the regular audiologist and whose services for Members of the Provider are not restricted to the Provider's offices, if 1) the Provider is unavailable to provide the Covered Benefits 2) the Member has arranged or seeks to receive the Covered Benefits from their Provider 3) the Provider may pay the locum tenens for his/her services on a per diem basis or similar fee for time basis 4) the locum tenens audiologist does not provide the Covered Benefits to Members for a period of time not to exceed sixty (60) continuous days within a twelve (12) month period. The Locum tenens audiologist shall have a valid Medicare and/or NPI number.
- (12) Specialty Referrals. Provider and/or Hearing Provider(s) acknowledge that certain hearing services may require referral to a specialty provider.
- (13) Prior Authorization. Provider and/or Hearing Provider acknowledge that certain hearing services may require Prior Authorization. If that is necessary, Provider and/or Hearing Provider(s) agree to follow the Prior Authorization guidelines as defined in the Avesis Provider Manual.
- (14) Submission of Claims. Provider shall submit hearing claims to Avesis in a timely manner as described in Section G (1). Provider understands that failure to submit claims or requested documentation within one hundred and eighty (180) days may result in loss of reimbursement for services provided. Claim disputes will be referred to the Avesis Director of Quality Assurance/Quality Improvement and if not settled shall fall under Sections O (5) or Sections O (13).
- (15) Non-discrimination. Provider and/or Hearing Provider(s) shall not discriminate in the treatment or quality or services provided to Members on the basis of race, religion, color or creed. Provider and/or Hearing Provider(s) agree to comply with all applicable federal and state laws relating to non-discrimination and equal opportunity.

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- (16) Policies and Procedures. Provider and/or Hearing Provider agree to comply with Avesis' rules and regulations and all policies as described in the Avesis Provider Manual.
- (17) NPI Number. Provider and/or Hearing Provider(s) shall have his or her own unique National Provider Identifier (NPI) number.

E. RELATIONSHIP OF PARTIES.

- (1) Professional Judgment. Provider and/or Hearing Provider(s) shall have the responsibility for determining treatment and administering care. Nothing in this Agreement shall be construed to interfere with the Provider/Member or Hearing Provider(s)/Member professional relationship, or limit Provider and/or Hearing Provider(s) from discussing treatment or non-treatment options with Member that may not reflect the Sponsor's position or may not be covered by the Sponsor. Nothing in this Agreement shall be construed to limit Provider and/or Hearing Provider(s) from acting within the lawful scope of practice, from advising or advocating on behalf of a Member for the Member's health status, medical care, or non-treatment options, including any alternative treatments that may be self-administered with the Member. Nothing in this Agreement shall limit or prohibit Provider from advocating on behalf of the Member in any grievance system, Utilization Review process, or individual authorization process to obtain necessary health care or Covered Benefits.
- (2) Independent Contractor. Provider and/or Hearing Provider(s) providing care under this Agreement are independent contractor(s) and nothing herein shall be construed to create an agency, employment, partnership, joint venture or fiduciary relationship between Avesis and any Provider.
- (3) Non-Exclusive Relationship. Provider's rights hereunder are non-exclusive. Provider may provide services to non-Sponsor Members and enter into agreements with other networks and organizations for such purposes.
- (4) Rights Reserved by Avesis. Avesis retains all ownership rights in the Avesis networks and system and to the names and marks AVESIS®, together with any and all other trademarks and service marks that may hereafter be adopted or used by Avesis. Provider retains all ownership rights in the names and marks of Provider, together with any and all other trademarks and service marks and service marks that may hereafter be adopted or used by Provider. Provider and Avesis shall not advertise or use any names, symbols, trademarks, or service marks of other party in any advertising or public communication without the written authorization of that party.



F. INDEMNIFICATION.

Neither Avesis nor any Sponsor including their officers, shareholders, directors, employees or agents are responsible for, or guarantee the quality of any services or materials furnished by Provider and/or Hearing Provider(s). Provider and/or Hearing Provider(s) shall indemnify Avesis and all Sponsors from all claims, liabilities, and damages incurred in connection with, or arising out of Provider and/or Hearing Provider(s) material breach of this Agreement or any services or materials furnished, or to be furnished, or to be furnished, by Provider and/or Hearing Provider(s) to Members. The obligations of indemnification shall survive the termination of this Agreement. It is further understood and agreed to by Provider that in no event, including but not limited to non-payment by Avesis or Sponsor, insolvency of Avesis or Sponsor or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against a Member or a person acting on a Member's behalf for covered benefits provided pursuant to this Agreement. This provision shall not prohibit Provider from collecting co-payments, deductibles, and/or coinsurance made in accordance with the terms of the Covered Benefits and Fee Schedule or for collection for non-covered services either from the Member or from third parties when such parties are primarily responsible for paying for these services. It is further understood that this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member and that this provision supersedes any oral or written contrary agreement now existing or thereafter entered into between Avesis and Provider and Member or persons on their behalf.

G. CLAIMS AND PAYMENT.

- (1) Claims Processing. If the Sponsor's program includes the payment of claims for Covered Benefits provided to its Members, and if the Sponsor retains Avesis as its claims administrator, then Provider shall submit claims to Avesis electronically or on the current CMS-1500 Claim Form, or manually entered on the Avesis website when submitting the information required to receive payment for Covered Benefits. Avesis requires Provider and/or Hearing Provider(s) to follow HIPAA regulations as they relate to the electronic transmission of claims. Provider shall, to the extent possible, seek and accept from Members their assignments of payments for claims for Covered Benefits, if applicable. Provider shall submit claims in the manner provided in the Manual, together with all reasonably requested additional documentation, no later than one hundred and eighty days (180) days after providing the Covered Benefits. Avesis shall provide prompt payment in accordance with the laws of the jurisdiction where services are being provided as described in Section C (6) and the terms of Exhibit 1, for clean claims for Covered Benefits provided to eligible Members by Provider. Claim disputes will be referred to the Avesis Director of Quality Improvement and if not settled shall fall under Sections O (5) or Sections O (13).

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- (2) Compensation. Contingent upon receipt of payment from Sponsor, Avesis shall pay Provider according to the Covered Benefits and Fee Schedule. The Covered Benefits and Fee Schedule are subject to change with sixty (60) days prior written notice from Avesis. If Avesis identifies an overpayment to Provider from Avesis, Avesis shall reduce payment to the Provider for all subsequent claims submitted by Provider by up to ONE HUNDRED PERCENT (100%) as determined by Avesis, until overpayment amount has been recovered. Avesis reserves the right to adjust or offset payments due to Provider at the sole discretion of Avesis if Provider fails to submit necessary information; fails to comply with any of the terms of this Agreement; receives any compensation to which they are not entitled to under the terms of this Agreement; or if in the discretion of Avesis there has been an unsatisfactory treatment outcome. Such right of offset shall be in addition to all other rights and remedies available under applicable law. Claim disputes will be referred to the designated hearing consultant and if not settled shall fall under Sections O (5) or Sections O (13).
- (3) Payments to Professional Entity. If a Professional Entity executes this Agreement, all payments for Covered Services provided to Members shall be sent to the Professional Entity. The Professional Entity shall be solely responsible for compensating Hearing Provider(s) and employees or agents providing services directly or indirectly to Members. Avesis shall have no responsibilities other than paying the compensation required hereunder to the Professional Entity.
- (4) Program Coverage. Provider and/or Hearing Provider agrees to submit Prior Authorization estimates if required in the Covered Benefits Schedule. Provider acknowledges that possession of an Avesis identification card or Sponsor identification card does not guarantee that an individual is still a Member on the date services are rendered, or that a Member is necessarily eligible for any or all services or materials to be provided.
- (5) Collection from Member. Provider agrees and warrants that in no event, including but not limited to: nonpayment by Avesis, Avesis insolvency or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against any Member or persons acting on behalf of any Member for providing Covered Benefits. This provision does not prohibit Provider from seeking to collect co-insurance, co-payments or deductibles from Members or fees for non-covered services delivered on a fee for services basis to Members as well as services received by ineligible persons in accordance with the terms of the Covered Benefits and Fee Schedule. Provider agrees that Provider shall hold the Member harmless and shall not bill the Member for non-covered services if the non-covered services are not covered as a result of any error or omission by Provider. This hold harmless provision shall supersede any oral or written agreement entered into between Provider, Avesis, Sponsor and Members or designees and shall survive the termination of the Agreement regardless of the cause giving rise to the termination. Provider also agrees to hold the jurisdiction where services are being provided, Members or state or federal agencies financially harmless from unpaid claims for Covered Benefits for Member(s). Provider shall not seek payment from the jurisdiction where services are being provided, Members or State or Federal agencies in the event that Avesis or Sponsor will not pay for Covered Benefits for Member(s) performed by Provider/Hearing Provider under this Agreement.

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- (6) Non-Covered Services. If there are non-covered service(s) or material(s) available to the Member, the Member must indicate on a disclosure form his/her willingness to accept non-covered service(s) or material(s). The Member shall sign a statement evidencing his/her knowledge of said disclosure. The statement must also include the cost of the non-covered service(s) or material(s) and an assurance that there are no other Covered Benefits available to the Member. If and only if the Member knowingly elects to receive the non-covered service(s) or material(s), the Member would pay the Provider's Usual and Customary rate as payment in full for said service or material. In addition, the disclosure statement must contain the payment arrangements. If the Member will be subject to collection action upon failure to make the required payment, the terms of said action must be kept in the Member's treatment record. Failure to comply with this procedure will subject the Provider to sanctions up to and including termination as set forth in Section K of this Agreement. Avesis shall make available the disclosure form in the Provider Manual.
- (7) Coordination of Benefits. Provider will notify Avesis when it is determined that a Member may be entitled to coverage under any other Sponsor Plan. If Avesis is the primary carrier, Provider agrees that Avesis' obligation to Provider will not exceed the compensation described in the Covered Benefits and Fee Schedule. If Avesis is the secondary carrier, Provider agrees that Avesis' obligation to Provider will not exceed the compensation described in the Covered Benefits and Fee Schedule and Provider will refund the aggregate compensation Provider received from other Sponsor for services or goods in question.
- (8) Missed Appointment. Provider shall not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have recourse against a Member participating in a government program or person's acting on behalf for a Member for a missed appointment.
- (9) Material Adjustment. Provider and/or Hearing Provider(s) agree to make any necessary adjustments for hearing instruments that have been provided to eligible Members. Avesis agrees to reimburse according to the terms of this Agreement for such treatment.
- (10) Work in Progress. Upon termination of Agreement between Provider and Avesis, Provider and/or Hearing Provider(s) agree to complete all work in progress within ninety (90) days. All services rendered after Provider's termination date require prior approval by Avesis and shall be reimbursed pursuant to the rates set forth in the Exhibit 1. With Agreement from Avesis, this time frame may be extended to prevent any issue of Member abandonment. Avesis agrees to compensate Provider within said timeframe.

H. REPRESENTATIONS OF PARTICIPATING PROVIDER.

Provider hereby represents and warrants to Avesis that:

- (1) Authorization. The individual executing this Agreement on behalf of Provider and/or Hearing Provider(s) is duly authorized to do so; and upon its execution, this Agreement shall constitute the legal, valid and binding obligation of Provider.
- (2) No Inducements. Except as otherwise specifically set forth herein, no promises of any kind have been made by Avesis or by any person representing Avesis to induce Provider to execute this Agreement.
- (3) Review. Provider has read the entire Agreement and represents that they are capable of complying and will comply with it.

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- (4) Licensure History. Provider agrees that relevant information concerning Provider and/or Hearing Provider shall be submitted to Avesis for the credentialing process.

I. PROFESSIONAL REQUIREMENTS.

The following professional requirements must be current to remain an Avesis Provider:

- (1) Insurance. While this Agreement is in effect, Provider and/or Hearing Provider(s) shall keep in force all insurance required by state law and Provider and/or Hearing Provider(s) at its sole expense, agrees to maintain professional liability insurance of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate as well as broad form comprehensive public liability insurance and products liability insurance (if applicable); for injury to one (1) person and for injuries to more than one (1) person arising out of the same incident; and such other available insurance as shall be necessary to ensure Provider and/or Hearing Provider(s) and employee(s) against any and all damages arising from its duties and obligations under this Agreement. Provider and/or Hearing Provider(s) shall promptly deliver to Avesis certificates evidencing the insurance required hereunder in response to Avesis' request to do so, and shall notify Avesis immediately of any changes in insurance or coverage. Insurance carried by Provider will not relieve Provider from the indemnity obligations contained in Section F.
- (2) Licensure. Provider and/or Hearing Provider(s) and employees or agents rendering services to Members shall be appropriately licensed to render such services as required by State or Federal law or any regulatory agency. Such licenses shall be maintained in good standing. Provider shall provide Avesis a copy of said license(s) upon execution of this contract.
- (3) Professional Training. Provider and/or Hearing Provider(s) and all employees or agents rendering services to Members shall possess and maintain the training and ability and other qualifications necessary to provide quality care to Members. Avesis will review the status of the Provider and/or Hearing Provider(s) following notification of any action by the State Board of Examiners for Speech-Language Pathology and Audiology or other appropriate professional board as applicable.
- (4) Professional Standards. Provider and/or Hearing Provider(s) and all employees or agents rendering services to Members shall provide hearing care that meets or exceeds the standard of care for audiologists in the region as determined by the State Board of Examiners for Speech-Language Pathology and Audiology or other appropriate standard of care and shall comply with all standards for audiologists as established by Federal or State law or regulation. Claim disputes will be referred to the Avesis Director of Quality Assurance/Quality Improvement and if not settled shall fall under Sections O (5) or Sections O (13).
- (5) Professional Review Process. Any instance where there is a possible violation of Professional Standards, the issue will first be referred to the Avesis Director of Quality Assurance/Quality Improvement for review. If it is deemed that there is insufficient evidence, Provider will be notified that no action is required. If it is deemed that there is sufficient evidence that the Provider has failed to fulfill the Professional Standards, Provider will be given written notice and a thirty (30) days grace period to rectify the situation. In the event that Avesis determines that there is potential risk to Members due to due this violation, Avesis shall have the right to immediately terminate the Provider with cause, as referenced in K (2). If Provider does not successfully rectify the situation, termination will occur as referenced in Section K (2). Claim disputes will be referred to the Avesis hearing consultant and if not settled shall fall under Sections O (5) or Sections O (13).

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- (6) Continuing Education. Provider and/or Hearing Provider(s) and all employees or agents rendering services to Members shall comply with all continuing education standards as required by Federal or State law or regulation.
- (7) Regulatory Compliance. Provider and/or Hearing Provider(s) must meet the minimum requirements for participation in the Medicare Advantage program.

J. ASSIGNMENT.

Neither this Agreement nor any of the rights or obligations hereunder shall be assigned, transferred or delegated by Provider, by operation of law or otherwise, without the prior written consent of the Avesis, which consent shall not be unreasonably withheld. Any change of ownership interest in Provider shall be deemed an assignment of the Agreement, and would require the prior written consent of Avesis. Avesis may assign its rights and obligations hereunder.

K. TERMINATION.

- (1) Without Cause. This Agreement may be terminated without cause by either party providing written notice to the other at least sixty (60) days prior to termination of this Agreement. It is understood that during the sixty (60) day period, the Agreement and the obligations and duties hereunder shall remain in force and effect at Avesis' election with the exception of C. (3), herein.
- (2) With Cause - Provider. This Agreement shall be terminated automatically and immediately with respect to a Provider upon notification that Provider's professional license or certification has been suspended, cancelled or not renewed, loss of Avesis required Provider insurance(s), Provider's conviction of a felony, failure of Provider to meet credentialing, grievance or quality assurance requirements for any state or federal regulatory agencies or designees or failure to provide quality services to Members. Provider may appeal the termination decision upon written notification stating the grounds for said appeal, within ten (10) days of notification of termination. Further, this Agreement shall be terminated should Provider be convicted of an offense involving Avesis and/or Sponsor or be convicted of an offense related to Medicare or Medicaid. This Agreement shall automatically terminate upon the death or retirement of Provider.
- (3) With Cause - Hearing Provider. Hearing Provider(s) shall be terminated from Avesis network automatically and immediately with respect to a Hearing Provider(s) upon notification that Hearing Provider(s) professional license or certification has been suspended, cancelled or not renewed, loss of Avesis required Hearing Provider(s) insurance(s), Hearing Provider(s) conviction of a felony, failure of Hearing Provider(s) to meet credentialing, grievance or quality assurance requirements for any state or federal regulatory agencies or designees or failure to provide quality services to Members. Hearing Provider(s) may appeal the termination decision upon written notification stating the grounds for said appeal, within ten (10) days of notification of termination. Further, this Agreement shall be terminated should Hearing Provider(s) be convicted of an offense involving Avesis and/or Sponsor or be convicted of an offense related to Medicare or Medicaid. This Agreement shall automatically terminate upon the death or retirement of Provider.
- (4) Appeals Process. Upon receipt of written notification of Appeal, stating grounds for the Appeal, Avesis shall convene a special meeting of the Quality Assurance Committee and will review all appropriate information and confirm or deny the original decision. If the original decision is denied, Provider and/or Hearing Provider(s) will be reinstated. If the original decision is confirmed, the Provider and/or Hearing Provider(s) shall continue to have the right to dispute resolution as referenced in Section O (5) and O (13).

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- (5) Either party may terminate this Agreement for a material default by the other party if the default is not cured to the satisfaction of the non-defaulting party within thirty (30) days after the defaulting party is given written notice specifying the default. Termination of this Agreement does not nullify Provider and/or Hearing Provider(s) responsibility for the adequacy of service and materials provided to Members or Avesis' responsibility to reimburse Provider for services rendered.

L. PROCEDURES AFTER TERMINATION.

Upon termination of this Agreement for any reason:

- (1) Cease Affiliation. Provider shall cease to be an authorized Avesis Provider and shall:
- (a) immediately return or destroy to Avesis all Manuals and any other materials or products loaned to Provider;
 - (b) immediately and forever cease and desist from using the manual, Avesis advertising and promotional materials, and all trade secrets and confidential material delivered to Provider pursuant to this Agreement;
 - (c) refrain from doing anything which would indicate that Provider is an authorized Avesis Provider.
- (2) Non-Solicitation. Provider and/or Hearing Provider(s) will not directly or indirectly enter into an agreement with current or known prospective Avesis Members for its own benefit or knowingly compete with Avesis for services covered under the terms of this Agreement without consulting with Avesis. The results of any consent would be documented in a signed document by Avesis and Provider and/or Hearing Provider(s).

M. SPECIAL REMEDIES.

Provider acknowledges that if Provider breaches any of the provisions of Section D (4), E, H, I, or L, Avesis shall have incomplete and inadequate remedies at law. Therefore, Provider expressly consents and agrees that Avesis may, in addition to any other available remedies, seek an injunction and/or temporary restraining order to terminate or prevent the continuation of any such violation.

N. NOTICES.

All notices provided for in this Agreement shall be in writing and shall be deemed to have been duly given upon (a) actual delivery; (b) five days after deposit for mailing by registered or certified mail, postage prepaid, return receipt requested, addressed to the other party at the address shown at the end of this Agreement; (c) one business day after delivery to a commercial overnight delivery service addressed as provided above for delivery the next business day; or (d) facsimile transmission. Either party may change its address by notice to the other party. Any notices required to be given pursuant to the terms and provisions hereof shall be sent by mail to:

Avesis Third Party Administrators, Inc. _____

Attention: Provider Services Department _____

10324 South Dolfield Road _____

Owings Mills, MD 21117 _____

Attention: _____

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O. GENERAL PROVISIONS.

- (1) Interpretation. This Agreement contains the entire understanding between the parties with respect to the subjects hereof, and supersedes all prior negotiations and agreements. Except as otherwise expressly provided herein, this Agreement may be amended only in writing and signed by the parties.
- (2) Severability. If any provision of this Agreement shall be declared invalid or unenforceable, then that provision shall be deemed modified to the extent necessary to make it valid and enforceable.
- (3) Choice of Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed, interpreted and enforced in accordance with the laws of the state wherein the Agreement was executed.
- (4) State/Jurisdiction. For the purposes of this Hearing Provider Agreement, any reference to state or jurisdiction regarding licensure of Provider and/or Hearing Provider(s) and all licensed and certified employees or agents will follow the rules of the State Board of Examiners for Speech-Language Pathology and Audiology.
- (5) Disputes. Except as may otherwise be provided for herein, any and all disputes arising out of or relating to this Agreement and the transactions contemplated herein, shall be solely and finally settled by binding arbitration and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (the “**Rules**”), by three (3) three arbitrators with one selected by both parties. The Arbitrator shall not have been employed by or affiliated with any of the parties or their affiliates. Except as set forth below, the parties hereby renounce all recourse to litigation as to matters subject to arbitration hereunder, and the parties agree that the award of the Arbitrator shall be final and subject to no judicial review, except as expressly provided by applicable law. The Arbitrator shall decide the issues submitted to him in accordance with: (a) the terms of this Agreement; and (b) the laws of the state wherein the Agreement was executed and shall issue a written award setting forth the reasons for his decision. Judgment on the award of the Arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to seek injunctive or other equitable relief in any court of competent jurisdiction to enforce the provisions of this Agreement without first seeking or obtaining any decision of the Arbitrator with respect to the subject matter of this Agreement as described in O (13), even if a similar or related matter has already been referred to arbitration in accordance with the terms of this paragraph.
- (6) Attorneys' Fees. Should Avesis incur attorneys' fees in order to enforce the terms and conditions of this Agreement, including post-term covenants, whether or not a legal action is instituted, Avesis shall be entitled to reimbursement of such attorneys' fees and costs, in addition to any other remedies Avesis may have at law or in equity.
- (7) Program Compliance. Provider agrees to comply fully with Avesis and Sponsor regarding (a) benefit exclusions; (b) administrative and utilization management requirements; (c) credential verification program; (d) quality assessment program; and (e) provider sanction policies. Avesis agrees to notify Provider of any changes to the above mentioned programs at least thirty (30) days prior to the effective date of such change and agrees to allow Provider a mutually agreed upon time frame to comply with such changes.

Avesis

- (8) Non-exclusivity. This Agreement is not an exclusive contract with Provider. Provider may contract with other Sponsors. This Agreement shall be regarded as confidential and its terms and contents shall not be disclosed to any other party unless agreed to in writing by Avesis and Provider. Either party may disclose the terms and contents to their legal representation without the consent of the other party.
- (9) Amendment or Restated Agreement. Avesis may amend or restate any part of the said Agreement. Provider will have at least thirty (30) days to implement such Amendment or change(s). If Provider does not accept the proposed Amendment or changes, Provider has fifteen (15) business days from receipt of proposed change to contact Avesis to confer in good faith to reach an agreement. If an agreement cannot be reached Avesis can terminate this Agreement.
- (10) Change in Status. Provider understands that any and all changes in the Provider's legal and/or contractual relationship to and with the Provider's clinical partners, who are also party to this Agreement must be communicated to Avesis in writing. Provider also agrees to provide Avesis thirty (30) days notice of any closure or their practice to additional Members or new location of their practice.
- (11) Waiver of Breach. The waiver by either party of a breach of violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- (12) Responsibility for Actions. Each party shall be responsible for any and all claims, liabilities, damages, or judgments that may arise as a result of its own negligence or intentional wrongdoing.
- (13) Arbitration. If a dispute regarding payment arises by either party involving a contention in performing their obligation or responsibility under this Agreement, then the party making such contention shall promptly give notice to the other party. Such notice shall be set forth in writing, the detail of the party's contention and shall be sent by Certified Mail Receipt Requested. The other party shall within thirty (30) calendar days of receipt of the notice provide a written response seeking to satisfy the party that gave notice regarding the matters as to which notice was given. Following such response, or the failure of the second party to respond to the complaint of the first party within thirty (30) calendar days, if the party that gave notice of dissatisfaction remains dissatisfied, then the party shall so notify the other party and the matter shall be promptly submitted to binding arbitration.
- (14) Assignment. Avesis may assign this Agreement immediately upon written agreement from Provider. Provider must obtain Avesis prior written consent to assign this Agreement.
- (15) Form. All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend and include the singular. All words used herein apply to all genders.
- (16) Errors. Avesis shall make every effort to maintain accurate information, however, Avesis shall not be held liable for any damages directly or indirectly due to typographical errors. The Provider agrees to notify Avesis of any errors found in remittance statements.

Avesis

(17) Entire Agreement. This Agreement, together with any Exhibits referred to herein constitute the entire Agreement between Participating Provider and Avesis. This Agreement supersedes all prior and contemporaneous agreements, understandings and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing as described in O (9).

This Hearing Provider Agreement is hereby agreed to by the parties hereto and effective the ___ day of _____, 200__.

By Name _____	By _____ Avesis Third Party Administrators, Inc. or Avesis Incorporated
Printed Name _____	_____ Linda Chirichella, Chief Operating Officer
_____ Signature	_____ Signature
_____ Practice/Corporation Name	_____ Address/City/State/Zip
Date _____	Date _____



Exhibit 1

MEDICARE HEARING ADDENDUM

A. ADULT VALUE ADDED BENEFITS

Effective January 1, 2009, the CPT/HCPCS codes for hearing care to members age 21 years and older will be covered based on the Avesis hearing fee schedule. The plans are Options, Options Plus, Options One, Options Select, and Healthy Advantage. Please see individual plan sheets for the covered benefits for each plan.

B. SPONSOR FOR MEDICARE HEARING

Sponsor is Molina Healthcare in the following states: California, Texas, Washington, Ohio, Utah, Nevada, New Mexico, and Michigan.