

## Addendum to Provider Agreement

**THIS ADDENDUM** and any revisions hereto are deemed to be effective on the date of the Provider Agreement entered into between the Participating Provider and Avesis Third Party Administrators, Inc.

**WHEREAS**, the Avesis Participating Provider specified below previously entered into a Provider Agreement with Avesis Third Party Administrators, Inc. (Avesis); and

**WHEREAS**, Avesis Third Party Administrators, Inc. has entered into an Agreement with WellCare of Georgia, Inc. (hereinafter referred to as "the Plan") to arrange for the provision of dental services and to adjudicate, process and pay all claims related to services provided to their members;

**NOW, THEREFORE**, the parties agree that the clauses specified below shall become apart of said Provider Agreement:

1. The definition of Participating Provider as set forth in Section A. of the Provider Agreement is hereby modified to say: Participating Provider is defined as a Provider that has signed a contract with Avesis on behalf of the Plan to provide services to Georgia Families members.
2. The Participating Provider agrees to indemnify and hold harmless the Plan, the DCH, the State of Georgia, its departments and agencies from and against all claims, demands, liabilities, losses, costs or expenses, and attorneys' fees, caused by, growing out of or arising from any act or omission on the part of the Provider, its agents, employees, customers, invitees, licensees or due to any breach of the Provider Agreement or due to the application or violation of any pertinent federal, State or local law, rule or regulation. This indemnification survives the termination of the Agreement between Avesis Third Party Administrators, Inc. and the Plan and the dissolution or, to the extent allowed by the law the bankruptcy of Avesis.
3. Participating Provider affirms that the provider's office complies with all aspects of the Health Insurance Portability and Accountability Act (HIPAA) and its amendments, rules, procedures and regulations with regard to patient privacy and the security of patient information.
4. Avesis will perform credentialing functions for all Participating Providers prior to their inclusion into the Avesis network. Once approved, Avesis shall send all newly contracted providers a written network participation welcome letter that includes a contract effective date for which providers are approved to begin providing services to eligible members. DCH reserves the right to confirm and validate, through both the collection of information and documentation from Avesis and on-site visits to network Providers, the existence of a direct relationship between Avesis and the network providers.
5. In the event that Participating Provider's Agreement with Avesis is terminated for any reason, the Participating Provider agrees that the only applicable appeals are to Avesis. The Participating Provider agrees that there can be no appeal to DCH or The Plan of any decision for termination made by Avesis. Upon notification by a Participating Provider of his intent to terminate, Avesis shall notify the Sponsor at least ninety (90) days prior to the effective date of termination. The Sponsor shall be responsible for notifying DCH.
6. Provider agrees that in the event DCH is due funds from the Provider, Avesis shall reduce payment by one hundred percent (100%) to Provider until such time as the amount owed to DCH is recovered.

7. The Participating Provider agrees that any and all employees connected with the provision of services to The Plan members will be covered by worker's compensation insurance in such amounts as to comply with the Georgia Worker's Compensation Law.
8. The Participating Provider agrees that the Plan, CMS and DCH have the right to inspect, evaluate and audit any pertinent financial records, documents, papers and any records of the Participating Provider with regard to services provided to members covered under the Plan's Agreement with Avesis. Should any records be requested by the Plan or DCH, the records shall be produced immediately for onsite review or sent to the requesting party by mail within fourteen (14) calendar days. All records shall be provided at the sole cost and expense of the Participating Provider. The Plan or DCH shall have unlimited rights to use, disclose and duplicate all of the information and data in accordance with applicable State and federal laws and regulations.
9. For purposes of the provision of services as defined in the Provider Agreement, medical necessity shall be defined as those services appropriate and consistent with the diagnosis of the Participating Provider and the omission of which could adversely affect the Member's medical condition or health; compatible with the standards of acceptable medical practice in the community; are provided in a safe, appropriate and cost-effective setting given the nature of the diagnosis and the severity of the symptoms; and are not provided solely for the convenience of the Member, the Participating Provider or hospital.
10. The Provider Agreement is hereby amended to include marketing materials developed by the Participating Provider that reflect the name of the Plan. Any materials printed with the name of the Plan must first be approved by the Plan.
11. Avesis shall not discriminate against Providers who serve high-risk populations or specialize in conditions that require costly treatments.
12. Avesis shall not discriminate against Participating Provider with respect to participation, reimbursement or indemnification of Participating Provider who is acting within the scope of his or her license or certification under applicable State law solely based on such license or certification. This provision does not prohibit Avesis from limiting Provider participation to the extent necessary to meet the needs of the Members. Furthermore, this provision does not preclude Avesis from using different reimbursement amounts for different specialties or for different practitioners in the same specialty nor does this provision interfere with measures established by Avesis that have been designed to maintain quality and control costs.
13. In accordance with CMS mandates, Participating Provider understands and agrees that both Participating Provider and all staff members will undergo annual training in the area of Fraud, Waste and Abuse. Participating Provider understands that Avesis may request evidence of such training to provide to CMS or Plan Sponsor.
14. Nothing in the Provider Agreement or this Addendum shall prohibit the Participating Provider from advocating on behalf of the Member in any grievance system or utilization review process or individual authorization process in order to obtain necessary services.

15. Participating Provider understands that Avesis and the Plan adhere to the guidelines as set forth in OCGA 49-4-153, 50-13-13 and OCGA 50-13-15 as they relate to the availability of an Administrative Law Hearing should Participating Provider dispute an Adverse Action.

**AGREED TO by the parties hereto.**

**PROVIDER**

**AVESIS THIRD PARTY ADMINISTRATORS, INC.**

\_\_\_\_\_  
**(Signature)**

  
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**Linda Chirichella, Chief Operating Officer**

\_\_\_\_\_  
**(Printed Name of Provider)**

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**(Date)**

\_\_\_\_\_  
**(Date)**

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**NPI Number**