Provider Agreement

THIS Provider Agreement ("Agreement"), effective this ____ day of _________________, 20___, by and between Avesis Third Party Administrators, Inc. ("Avesis") and _________________________, (hereinafter referred to as Provider);

WHEREAS, Avesis arranges for the delivery of dental services to eligible members of healthcare plan(s), employer group(s), association(s) and other sponsors contracting 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 who is licensed or otherwise authorized in this state to furnish health care services and has entered into a written Agreement with Avesis to provide dental services to eligible members. See section D regarding requirements of associate dentists.

(2) **Dentist Provider** – A doctor of dentistry duly licensed and qualified under the applicable laws of the jurisdiction where services are being rendered who practices as an employee of the Provider. Dentist Provider(s) who are participating under this Agreement are listed on the signature page of this Agreement.

(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. See explanation in the Addendum hereto.

(4) **CMS** – CMS is the Centers for Medicare and Medicaid Services.

(5) **HIPAA** – HIPAA is the Health Insurance Portability and Accountability Act.

(6) **Member** - An individual, spouse or dependent who is eligible to receive Covered Dental Benefits.

(7) **Sponsor** - An HMO, insurer, employer, managed care organization or other entity that has entered into an agreement with Avesis to provide Covered Benefits. See explanation in the Addendum attached hereto.

(8) **Claim** - A request for payment for Covered Benefits for eligible Members submitted by Provider electronically or on an approved claim form. See HIPAA requirements in Sections D and G.

(9) **Clean Claim** – A request for payment for services rendered in a nationally accepted format and in compliance with standard coding guidelines and which requires no further information, adjustment or alteration by Provider in order to be processed and paid by Avesis.

(10) **Provider Manual** – The written document made available on the Avesis website or provided to the Provider by Avesis that describes the administrative policies and procedures established by Avesis for the provision of Covered Benefits to Members. The Provider Manual may be amended from time to time and the terms of which are hereby expressly incorporated by reference into, and as a part of, this Agreement.

(11) **Necessary Treatment** – Treatment that has been determined by the treating dentist to be necessary for the appropriate dental care of a Member and may be limited by the services covered in the Avesis Covered Benefits.

(12) **Usual and Customary Fee** – The fee charged to private paying patients for the same procedure or service during the same period of time.
(13) Dental Emergency – A situation requiring the Member to seek immediate attention for the relief of pain or repair necessitated due to a severe injury or dental problem. Due to the Member’s condition, the services must be rendered immediately in a dental office or a hospital setting.

B. TERM.

The term of this Agreement shall be for a period of one (1) year effective on the date first above written and ending on the date one year subsequent to the Effective Date (“Initial Term”). Upon expiration of the Initial Term, this Agreement will automatically renew for successive one-year periods (each one-year period a “Renewal Period” and the Initial Term and all Renewal Periods, if any, referred to collectively herein as the “Term”), unless otherwise terminated by either party in accordance with the terms of this Agreement.

C. RESPONSIBILITIES OF AVESIS.

(1) Sponsor Contracts. Avesis will enter into agreements with employers, employee groups, unions, corporations, insurance carriers and other organizations whose Members may obtain professional services from Avesis participating providers. See the Addendum for specific details regarding individual Sponsors. The Sponsor(s) set forth on the Addendum shall be the only Sponsor(s) for which the Provider will be participating. No other Sponsor shall be added to said Agreement without the 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 and/or the Sponsor’s website or through a toll-free customer service telephone number, the names, addresses, phone numbers and specialties of all of the Providers who agree to participate under each Sponsor’s plan.

(4) Member 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. Provider may obtain eligibility information using the HIPAA compliant 270/271 electronic transaction set.

(5) Provider Manual. Avesis shall make available to Provider the Avesis Provider Manual (“Provider Manual”) for use during the term of this Agreement. Provider agrees to comply with the contents of the Provider Manual as well as the policies and procedures set forth in the Provider Manual, as it may be revised by Avesis from time to time. The Provider Manual shall be kept confidential and shall not be copied or disclosed to third parties except as required for the conduct of the Provider’s business. Provider shall be given at least thirty (30) days written notice of revisions to the Provider Manual. The Provider Manual is incorporated herein by reference and the terms of this Agreement shall control the interpretation of the Provider Manual.

(6) Payment Processing. Avesis shall transmit payments to Provider on a timely basis in accordance with the state’s prompt pay laws and the terms and conditions of this Agreement.

(7) Regulatory Compliance. Avesis shall establish and enforce policies and procedures designed to ensure Avesis’ and Provider’s continued compliance with applicable provisions of State, Federal and CMS regulations, as well as HIPAA, the American Recovery and Reinvestment Act of 2009 and the Department of Labor. For Medicaid programs, Avesis complies with all applicable state policies and procedures for the delivery of dental services to eligible members.
D. RESPONSIBILITIES OF PROVIDER.

(1) **Professional Services.** Provider shall be properly licensed as a dentist in the jurisdiction where services are provided and shall ensure that all dental services rendered are consistent with professionally recognized standards of practice.

(2) **Appointments.** Services shall be provided to Members in a timely manner and in accordance with Provider’s routine practice pattern. Members shall be treated the same as any other patient of Provider with regard to the scheduling of appointments and treatment by the Provider and Provider’s staff. If Provider has closed the office to accepting new Medicaid or Medicare Advantage Members, Provider must notify Avesis in writing at least five (5) business days prior to closing the office and such closure shall be effective the first day of the month following receipt of notification.

(3) **Reporting.** In lieu of Provider submitting quarterly reports stating average wait times for Members, Avesis shall randomly telephone Provider to ascertain said information.

(4) **Dental Emergency.** In the case of a Dental Emergency, Provider shall make every effort to communicate with the Member of record immediately and, if necessary, shall see the Member within twenty-four (24) hours. For Dental Emergencies occurring on weekends, after hours or holidays Provider and/or Dentist Provider(s) shall have a means of being contacted by Member or the Member’s authorized representative. Contact can be through the use of an answering service, phone machine or voice mail directing the member to contact a cell phone or other phone number or other such means as may be available by the Provider. Avesis shall permit treatment of Dental Emergency for Member without prior authorization. However, routine and elective dental services, not necessary for the relief of pain and/or prevention of immediate damage to dentition shall fall under standard Pre-Treatment/Prior Authorization estimate procedures.

(5) **Payment from Members.** Provider agrees to charge and accept as payment in full only the compensation as set forth in the Addendum to this Agreement for dental services provided or in any updates that may later be agreed to by the Provider. Provider may not collect any payment from Members other than those designated in the Covered Benefits Schedule as being the responsibility of Members, such as deductibles, co-payments, and charges for additional services not specified on the Covered Benefits Schedule. Any charges to Members shall not exceed the Provider’s usual and customary fee for that dental service. The Members may not be balanced billed for covered services denied except, if the denial is for covered services and the denial was based upon our finding that the services are not medically necessary and the Member still desires to receive such services, Provider may have the Member sign the disclosure form provided in the Provider Manual and bill the Member the Provider’s usual and customary fee for that dental service.

(6) **Records.** Provider shall maintain confidential and complete Member medical records and personal information as required by applicable State and Federal laws and regulations. Notwithstanding the termination of this Agreement, the Provider will maintain Member records and radiographs for a period of not less than ten (10) years or such other period as may be set forth in applicable law. Records shall be maintained in accordance with applicable industry standards and the requirements of applicable state or federal law. Records shall be provided to any subsequent designated dental provider according to state law, Plan Sponsor and/or CMS 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 effect 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 HIPAA and the American Recovery and Reinvestment Act of 2009.

(b) Records Access. Provider agrees that Avesis, its agents or representatives, CMS and appropriate State or local regulatory body shall have access to billing and Member records for 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 three (3) years after termination of this Agreement, to the extent permitted by law. Provider further agrees to make copies of such records available to the Sponsor, Department of Public Welfare, CMS and/or appropriate government authority in conjunction with its regulation of Sponsor.

(7) Compliance with Law, Policies and Procedures and Provider Manual. Provider shall, at all times, conduct his professional practice and supervise all personnel in a manner that complies with all applicable laws, regulations, Policies and Procedures of Avesis as set forth in the Provider Manual, as amended from time to time, and Policies and Procedures of the Sponsor(s), as applicable. Participating Provider shall maintain in good standing and keep current all of the permits, certificates and licenses required by all applicable State and government laws and regulations in order to provide Dental Services under this Agreement. In the event of any complaint or disciplinary or administrative action against Provider, regardless of whether such complaint or disciplinary action is based on services provided under this Agreement, Provider shall notify Avesis of the complaint or disciplinary action within two (2) business days of Provider's receipt of notice of such action or complaint. 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.

(8) Cultural Competency Plan. Provider agrees to comply with the Avesis Cultural Competency Program, available for review on the Avesis website. Provider further agrees to take adequate steps to ensure that persons with limited English skills receive language assistance necessary to afford them meaningful and equal access to the benefits and services provided herein. Avesis shall make available to Provider, at no charge, access to Voiance or such other interpretation service.

(9) Credentialing Program. Provider agrees to meet and maintain NCQA and/or established industry standards for Provider credentialing adopted by the Avesis Credentialing Program as well as any other requirements that may be imposed by the Sponsor, from time to time. These include, but are not limited to, current licensure; current certifications, as appropriate; professional liability insurance coverage; compliance with continuing education requirements; and such other requirements and qualifications as may be required by Avesis, Sponsor or any State or Federal agency. Failure to cooperate with the credentialing or recredentialing process may result in payment for services rendered being withheld until all recredentialing materials have been received by Avesis. Provider further agrees to notify Avesis of subsequent changes in status of any information relating to Provider’s professional credentials.

None of Avesis’ or Sponsor’s utilization management, quality management, credentials verification or provider sanction programs shall either a) override the professional or ethical responsibility of the provider or b) interfere with the provider’s ability to provide information or assistance to members.

(10) Dental Director / Quality Assurance. Provider acknowledges that Avesis shall have a Dental Director who is a licensed dentist and who will be responsible for the resolution of professional issues and supervision of the clinical aspect of the Quality Assurance program. Provider agrees to respond to and/or comply with the Avesis Dental Director and the Quality Assurance Program
as it relates to quality assurance, utilization review and Member grievances, as explained in the Avesis Provider Manual.

(11) **Personnel and Office Address.** Provider shall provide Avesis with a complete list of all Dentist Provider(s) and the necessary information for credentialing each of those dentists with whom Provider practices and who shall be governed by this Agreement. If any Provider has independent dental practices, said Provider must execute a separate Dental Provider Agreement before providing any Dental Services under this 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 Dentist Provider(s) practicing with Provider. New Dentist 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 separate Provider Agreements and be credentialed with Avesis. Provider agrees to the inclusion of information about the practice and its location on the Avesis website and/or the Plan Sponsor’s website. Provider further agrees to permit practice location and contact information to be given to Members by Avesis’ or Sponsor’s customer service representatives.

(12) **Locum Tenens.** A Provider may submit a claim and receive payment for Covered Benefits (including emergency visits and related services) for a Locum Tenens dentist who is not an employee of the Provider 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 provider 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 provider shall have a valid NPI number. If the Member is participating in a Medicaid program, the Locum Tenens provider shall have a valid State Medicaid number, if providing services to Medicaid members covered hereunder. It is the responsibility of the Provider to notify Avesis in writing of any Locum Tenens arrangement.

(13) **Specialty Referrals.** Provider acknowledges that certain dental services may require referral to a Specialty Dentist. If that is necessary, Provider agrees to follow the Specialty referral guidelines as defined in the Avesis Provider Manual.

(14) **Pre-Treatment/Prior Authorization.** Provider acknowledges that certain dental services may require Pre-Treatment/Prior Authorization estimates. If that is necessary, Provider agrees to follow the Pre-Treatment/Prior Authorization referral guidelines as defined in the Avesis Provider Manual, except in emergency situations as described in Section D, herein.

(15) **Submission of Claims.** Provider shall submit Claims to Avesis in a timely manner as described in Section G. Provider understands that failure to submit Clean Claims or requested documentation within the specified time period as outlined in the Provider Manual may result in loss of reimbursement for services provided. Claim disputes will be referred to the Avesis Chief Dental Officer and, if not settled, shall fall under Section O. of this Agreement.

(16) **Non-discrimination.** Provider shall not discriminate in the treatment or quality of services provided to Members on the basis of age, race, religion, color or creed. Provider agrees to comply with all applicable federal and state laws relating to non-discrimination and equal opportunity.

(17) **Policies and Procedures.** Provider agrees to comply with Avesis rules and regulations and all Avesis policies and procedures as set forth in the Provider Manual.
(18) **Medicaid and NPI Number.** Provider shall have his or her own distinct Medicaid number if providing services to eligible Medicaid members and shall have obtained his/her National Provider Identification number (NPI) from CMS, in accordance with the HIPAA rules effective in 2007.

E. **RELATIONSHIP OF PARTIES.**

(1) **Professional Judgment.** Provider shall have the sole right and responsibility for determining treatment and administering care. Nothing in this Agreement shall be construed to interfere with the Provider/Member relationship or limit Provider 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 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. Provider agrees to participate in the Avesis utilization review program and to abide by the resulting conclusions of those programs. Failure to abide by the utilization review program’s conclusions shall be considered a breach of this Agreement.

(2) **Independent Contractor.** Provider and/or all dentists 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-Avesis patients, 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, the sole and exclusive right to operate offices or license other providers to participate in the Avesis system, and exclusive rights in 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 shall not advertise or use any names, symbols, trademarks or service marks of Avesis in any advertising or public communication without the prior written authorization of Avesis.

F. **INDEMNIFICATION.**

Neither Avesis nor any Sponsor, their officers, shareholders, directors, employees, agents, successors nor assigns (“Indemnified Party”) shall be responsible for or guarantee the quality of any services or materials furnished by Provider. Provider agrees to indemnify and hold Avesis and all Sponsors, their officers, directors, employees and agents from and against any claim, damage, loss (including any amounts paid in compromise or settlement of disputed claims), expenses, liability, obligation, action or cause of action, including reasonable attorneys’ fees and all costs of investigation (collectively the “Indemnified Claims”), which the Indemnified Party may sustain pay, suffer incur by reason of any service provided by Provider to any Member. Attorneys’ fees shall include not only those fees incurred in connection with investigating and defending the Indemnified Claims but also all attorneys’ fees incurred by Avesis in prosecuting, enforcing and collecting this indemnity. The Indemnified Party is not responsible for nor does the Indemnified Party guarantee the quality of any services or materials furnished by Provider. Provider shall indemnify Avesis and all Sponsors from all claims, liabilities and damages incurred in connection with, or arising out of Provider's material breach of this Agreement or any dental services furnished, or to be furnished, by Provider to Members. The obligations of indemnification shall survive the termination of the 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 copayments, 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 Participating Provider shall submit claims to Avesis electronically or on the current ADA Claim Form or entered on the Avesis website in order to receive payment for Covered Benefits. Provider shall, to the extent possible, seek and accept from Members their assignments of payments for claims for Covered Benefits. Provider shall submit claims in the manner provided in the Provider Manual, together with all reasonably requested additional documentation, no later than ninety (90) days or as specified by state or federal regulatory agencies, after providing the Covered Benefits. Avesis shall provide prompt payment in accordance with the laws of the jurisdiction where services are being provided and with the terms of the Plan Sponsor for clean claims for Covered Benefits provided to eligible Members by Provider. Payment shall be made from designated funds provided to Avesis by the Sponsor specifically for that purpose. Claim disputes will be referred to the Avesis Chief Dental Officer and, if not settled, shall fall under Section O. of this Agreement.

(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, Avesis shall reduce payment to Provider for all claims submitted by Provider by ONE HUNDRED PERCENT (100%) as determined by Avesis, until overpayment amount has been recovered. Claim disputes will be referred to the Chief Dental Officer. If disputes are not settled, they shall fall under the conditions set forth in Section O of this Agreement.

(3) Program Coverage. Provider agrees to submit pretreatment 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 covered for any or all services or materials to be provided. For emergency treatment see procedures described in Section D hereto.

(4) Hold Harmless. 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 services. This provision does not prohibit Provider from seeking to collect co-insurance, copayments or deductibles from Members or fees for non-covered services delivered on a fee for service 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, Plan 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 and the State agencies financially harmless form unpaid claims for Covered Benefit(s). Provider shall not seek payment from the jurisdiction where
services are being provided Members or State agencies in the event that Avesis or Plan Sponsor will not pay for covered Benefits performed by Provider under this Agreement.

(5) Non-covered Services. If there are non-covered procedure(s) or treatment(s) available to the Member, the Member must indicate on a disclosure form his/her willingness to accept non-covered procedure(s) or treatment(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 procedure(s) or treatment(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 procedure(s) or treatment(s), and it is permissible under state law, the Member would pay a discounted fee of eighty percent (80%) of the Provider’s Usual and Customary rate as payment in full for said service or treatment. In addition, the disclosure statement must contain the agreed upon 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.

(6) 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 that Provider received from other Sponsor for services in question.

(7) Missed Appointments. Provider shall not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from any Member or person acting on behalf of a Member for a missed appointment.

(8) Continuation of Care. If Provider is rendering services to Member upon execution of the Agreement, Provider agrees to submit existing pre-treatment estimates to Avesis. At no time following execution of this Agreement shall Provider be required to continue treatment of a Member with whom Provider cannot maintain a professional relationship or whose treatment is beyond the scope of Provider’s ability. Provider must work with Avesis and/or Sponsor to transition care for Member. Provider agrees to complete any treatment in progress for a newly enrolled Member. Avesis agrees to negotiate fees in good faith for such treatment.

(9) Work in Progress. Upon termination of this Agreement between Provider and Avesis, Provider agrees to complete all work in progress within ninety (90) days and agrees to continue to provide services to Members through the last day that this Agreement is in effect. All services rendered after Provider’s termination date require prior approval by Avesis and fee negotiation.

H. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PARTICIPATING PROVIDER.

Except as otherwise disclosed to Avesis in writing prior to execution of this Agreement, Provider hereby warrants that the representations, warranties and covenants set forth below in this Section H are true and accurate as of the date of this Agreement, and that they shall remain true and accurate at all times throughout the Term of this Agreement. Provider acknowledges that the accuracy and fulfillment of these representations, warranties and covenants are a condition of initial and continued survival of this Agreement:

(1) Authorization. The individual executing this Agreement on behalf of Provider 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 or guarantees of specific payment or volume or value of referrals have been made to Provider as an inducement to reduce, delay or limit specific, medically necessary services covered by the Sponsor’s dental plan or by any person representing either party to induce Provider to execute this Agreement. Provider agrees that he shall not profit from provision of covered services that are not medically necessary or appropriate.

(3) **Review.** Provider and any partners or shareholders, if applicable, have read the entire Agreement and represent that each of them is capable of complying and will comply with it.

(4) Provider is duly licensed, registered and in good standing and shall maintain such licensure throughout the Term to practice dentistry in the states where he provides services under this Agreement and such license and registration is not restricted, conditioned or limited in any way.

(5) Provider’s license to practice dentistry in any state has never been suspended, limited, conditioned, revoked or voluntarily relinquished under the threat of disciplinary action;

(6) Provider has never been reprimanded, sanctioned or disciplined by a licensing board or state or local professional society or specialty board;

(7) There has never been entered against Provider a claim, final judgment or agreed settlement in a malpractice action;

(8) Provider has no obligation to others that is inconsistent with Provider’s obligations under this Agreement and the undertaking of this Agreement by Provider will not constitute a breach of any other agreement to which Provider is a party or any obligation to which Provider is bound;

(9) Provider is currently not, and has not in the past been, the subject of any investigation for suspected healthcare fraud or abuse or violation of any other state or federal law, nor has Provider’s Medicare or Medicaid provider status been limited, conditioned, revoked, or suspended for any reason;

(10) Provider shall at all times render services to Members of Avesis in a competent, professional, and ethical manner, in accordance with prevailing standards of professional care and practice, and all applicable statutes, regulations, rules, orders, and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction;

(11) Provider shall complete and maintain, in a timely manner, adequate, legible and proper Member records, claims and correspondence in accordance with applicable State or Federal law and industry standards, with respect to all services rendered to Members of Avesis;

(12) Provider represents and warrants that he is not now under any obligation to any person or entity nor does he have any other interest which is inconsistent with or in conflict with this Agreement or in conflict with any other agreement which would prevent, limit or impair, in any way, his performance of any of the covenants or duties herein.

I. **PROFESSIONAL REQUIREMENTS.**

(1) **Insurance.** While this Agreement is in effect, Provider shall keep in force all professional liability insurance coverage required by state and/or federal law. If the state does not require specific limits, Participating Provider agrees to maintain professional liability insurance of One Million Dollars ($1,000,000) per claim and THREE MILLION DOLLARS ($3,000,000) annual aggregate, or such other amounts as may be recommended by the State licensing board. Such insurance shall cover, at a minimum, each location where Provider provides services under this Agreement. Provider also agrees to maintain comprehensive general liability insurance and/or such other available insurance as shall be necessary to insure Provider and his employees against and from any and all damages arising from its duties and obligations under this Agreement. Proof of such
insurance shall be made available to Avesis within two (2) business days of its request. The costs of securing said insurance coverages shall be borne by the Provider. Insurance carried by Provider will not relieve Provider from the indemnity obligations in Section F. Provider shall notify Avesis or Sponsor at least thirty (30) days prior to the cancellation or termination of any such policy. Provider shall notify Avesis immediately upon the termination of any such policy.

(2) **Licensure.** Provider 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) at the time of credentialing, upon renewal and/or at recredentialing.

(3) **Professional Training.** Provider 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 following notification of any action by the State Board of Dentistry.

(4) **Professional Standards.** Provider and all employees or agents rendering services to Members shall provide dental care that meets or exceeds the standards of care for dentists in the region as determined by the State Board of Dentistry and shall comply with all standards for dentists as established by Federal or State law or regulation.

(5) **Professional Review Process.** Any instance where there is a possible violation of Professional Requirements; the issue will first be referred to the State Dental Director and Chief Dental Officer 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 Requirements, Provider will be given written notice and thirty (30) days to rectify the situation. In the event that the Chief Dental Officer determines that there is potential risk to Members due to the violation, Avesis shall have the right to immediately terminate the Provider with cause as set forth in Section K of this Agreement. If Provider does not successfully rectify the situation, termination will occur as referenced in Section K.

(6) **Continuing Education.** Provider 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 must meet the minimum requirements for participation in the Medicaid or Medicare Advantage program as provided by the jurisdiction where services are being provided.

(8) Provider shall notify Avesis within two (2) business days of the confirmation of a medical disability, the restriction or loss of any DEA certificate or license to practice dentistry or any action that limits or restricts the Provider’s ability to practice dentistry or limits the licensed professional personnel providing services to Members.

**J. ASSIGNMENT.**

Neither this Agreement nor any of the rights or obligations hereunder shall be assigned, transferred or delegated by Participating Provider, by operation of law or otherwise, without the prior written consent of Avesis. 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 AND SUSPENSION.**

(1) **Termination without Cause.** This Agreement may be terminated by either party providing written notice to the other at least ninety (90) calendar days prior to termination of this Agreement. It is understood that during the ninety (90) day period, the terms and conditions of this Agreement
shall remain in force and effect with the exception of Section C(3). Terminations without cause may not be appealed. Failure to provide the required notification of termination in the time period set forth herein is a direct violation of your Agreement with Avesis and any penalties set forth may be applied.

(2) Termination for Cause. Avesis may terminate this Agreement immediately by providing written notice to Provider, in the event Provider:

(a) breaches a term of this Agreement or the Provider Manual, including without limitation, the Representations and Warranties or Responsibilities defined herein; or

(b) poses an imminent danger to Avesis Members or the public health, safety and welfare; or

(c) is charged with a felony or a crime of moral turpitude; or

(d) is convicted of an offense related to Medicare or Medicaid; or

(e) fails to satisfy the credentialing or recredentialing program requirements; or

(f) ceases participating in Avesis network(s) through non-renewal of credentialing application or denial of approval for participation.

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 Plan or be convicted of an offense related to Medicare or Medicaid. This Agreement shall automatically terminate upon the death or retirement of Provider.

(3) Appeals Process. Upon receipt of written notification of appeal stating the grounds for the appeal, Avesis shall convene a special meeting of the Credentialing Committee and will review all of the appropriate information. The decision will be either confirmed or overturned. If the original decision is overturned, Provider will be reinstated. If the original decision is confirmed, Provider shall continue to have the right to dispute resolution as set forth in Section O.

(4) Either party may terminate this Agreement for a material default by the other party if the default is not cured within thirty (30) calendar days after the defaulting party is given written notice specifying the default. Termination of this Agreement does not nullify Provider's responsibility for the adequacy of service provided to Members.

(5) Effect of Termination. Under no circumstances will reimbursement be made by Avesis for any services rendered after the termination of this Agreement unless required by the applicable state law provisions regarding continued coverage of services for Members. Any due process or appeal rights of a Provider shall be governed by the provisions defined in the Provider Manual, incorporated herein by reference, unless superseded by conflicting and governing state law.

(6) Definitions.

(a) "Termination" shall mean any termination of this Agreement for any reason stated under this Section K. (2).

(b) "Termination Date" shall mean the effective date of Termination as provided in this Section K.

(7) Suspension. Avesis may, in its sole and absolute discretion, suspend Provider's participation as an Avesis Provider if any of the following were to occur:

(a) Upon claims or utilization review by Avesis, billing or claims submission issues occur with such frequency that Avesis, in its sole and absolute discretion, determines that Provider should be suspended pending further investigation by Avesis and such billing and claims issues are resolved.
(b) Breach of this Agreement by Provider for which Avesis elects, in its sole and absolute discretion, to suspend Provider until such problem or problems that caused the breach of this Agreement have been cured.

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 and forever cease and desist from using Avesis advertising and promotional materials, and all trade secrets and confidential material delivered to Provider pursuant to this Agreement; and
   (b) refrain from doing anything which would indicate that Provider is an authorized Avesis provider.

(2) **Non-Solicitation.** Provider agrees that he will not keep any list of Members and shall not, directly or indirectly solicit them to remain patients of Provider. Provider hereby acknowledges that solicitation of Members after the termination of this Agreement would be damaging to Avesis and its Sponsors and other providers. Provider specifically acknowledges receipt of good and valuable consideration sufficient to support this provision of the Agreement.

(3) Provider further agrees to comply with Plan Sponsor’s transition of administrative duties and records in the event of the termination of this Agreement or insolvency of Sponsor or Avesis.

M. SPECIAL REMEDIES.
Participating Provider acknowledges that if Provider breaches any of the provisions of Sections C (5), E, 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, obtain 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 sent to the address provided on the signature page of this Agreement. Notices shall be deemed to have been duly given upon (a) actual delivery; (b) five (5) 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 written 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., 10324 South Dolfield Road, Owings Mills, Maryland 21117.

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 by written instrument and signed by the parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other or subsequent breach. Headings are for convenience and shall not affect interpretation. Words in this Agreement shall be deemed to refer to whatever number or gender the context requires. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. No right or remedy shall be exclusive of any other right or remedy herein or provided by law, but such rights and remedies shall be cumulative and enforceable simultaneously or sequentially.
(2) **Severability.** If any provision of this Agreement shall be declared invalid or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid and enforceable. If it cannot be so modified, then the provision shall be severed, and the modified or remaining provisions shall remain in full force and effect.

(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 in the state wherein it has been executed by Provider.

(4) **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 a single arbitrator selected in accordance with the Rules (the “Arbitrator”). 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 provisions and purposes of this Agreement; and (b) the laws in the State wherein this Agreement has been executed by Participating Provider (without regard to its conflicts of laws rules), 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, even if a similar or related matter has already been referred to arbitration in accordance with the terms of this paragraph.

(5) **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.

(6) **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 and agrees to allow Provider a mutually agreed upon time frame to comply with such changes.

(7) **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. Provider may disclose the terms and contents to their legal representation without the consent of Avesis.

(8) **Amendment or Restated Agreement.** Avesis may materially amend or restate any part of this Agreement upon written notice to Provider. 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 shall contact Avesis within the time period specified to confer in good faith to reach an agreement. If agreement cannot be reached on the amended or modified provisions of this Agreement, Avesis can terminate this Agreement as set forth in Section K.

(9) **Change in Status.** Provider understands that any and all changes in the Provider’s legal and 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 of their practice to additional Members or of a new location of their practice.
(10) **Waiver of Breach.** The waiver by either party of a breach or violation of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

(11) **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 Return Receipt Requested. The other party shall provide a written response within thirty (30) calendar days of receipt of the notice. Following such response, or the failure of the second party to respond to the compliant 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 as set forth herein.

(12) **Entire Agreement.** This Agreement, together with the Provider Manual and any Exhibits or Addendums referred to herein, constitute the entire Agreement between 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.

(13) **Exhibits.** Any Exhibits attached hereto are incorporated by reference into this Agreement and made a part hereof.

(14) **Assignment.** Avesis may assign this Agreement immediately upon written notice to the Provider. Provider must obtain Avesis’ prior written consent to assign this Agreement.

(15) **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 wrong doing.

(16) **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.

(17) **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. Provider agrees to notify Avesis of any errors found in remittance statements.

P. FOR MEDICARE ADVANTAGE PROGRAMS ONLY. PLEASE CHECK HERE IF NOT PARTICIPATING WITH THE MEDICARE ADVANTAGE PROGRAM: □

The following provisions apply to all Medicare Advantage Members:

1. **Record Retention.** Participating Provider shall give the U.S. Department of Health and Human Services (HHS) and U.S. General Accounting Office (GAO), and their authorized designees, the right to audit, evaluate and inspect books, contracts, records, including medical records, and other records of Participating Provider relating to its participation in Plan’s Medicare Advantage product(s) and to services furnished to Medicare Advantage Members, and any other relevant information that the Centers for Medicare and Medicaid Service (CMS) may require during the term of this Agreement and for a period of ten (10) years following termination or expiration of this Agreement for any reason, or until completion of an audit, whichever is later pursuant to 42 C.F.R. §422.504(i)(2)(ii), unless such time frame is extended pursuant to 42 C.F.R. § 422.504(e)(4) (such as in the event of fraud). This provision shall survive termination of the Agreement.
2. Privacy/Confidentiality.
Participating Provider agrees to safeguard the privacy of information that identifies a particular Plan’s Medicare Advantage Member in accordance with Federal and State laws; and maintain the Plan’s Medicare Advantage Member’s medical, health and enrollment records in an accurate and timely manner pursuant to 42 C.F.R. §422.118.

3. Hold Harmless.
As set forth in 42 C.F.R. §422.504(g)(1)(i), Participating Provider shall ensure that in no event, including but not limited to, non-payment, Organization or Payor insolvency, or breach of this Agreement, will Participating Provider bill, or hold any Medicare Advantage Member liable for payment of any such fees that are the legal obligation of Participating Provider or Plan including payment due for Covered Services furnished to Medicare Advantage Members who are eligible for both Medicare and Medicaid, if applicable. In those situations where the Medicare Advantage Member is dually eligible, Participating Provider shall not seek to collect payment for any portion of the Medicare Part A and Part B cost sharing when the applicable State program is responsible for paying such amounts. This provision shall not prevent the collection of any applicable co-pays, coinsurance, or charges for non-covered services delivered to a Medicare Advantage Member. It is the responsibility of Participating Provider to determine the appropriate amount, if any, of cost sharing that may be collected from the dually eligible Member and any amount or amounts that Participating Provider is prohibited from collecting from the Member may be collected from the Plan as payment in full or the Participating Provider may seek payment from the appropriate State source for any remaining amount. Should Participating Provider require assistance in locating information about Medicare and Medicaid benefits and rules for Medicare Advantage Members eligible for both Medicaid and Medicare may be obtained from the Plan. This provision shall survive termination of the Agreement.

4. Prompt Payment.
Plan and Participating Provider agree to follow prompt pay regulations regarding clean claims payment within thirty (30) days according to arrangements set forth in the Agreement and Plan policy as outlined in the Participating Provider Manual. (42.C.F.R. §422.520(b))

5. Delegation.
If Plan has delegated to Participating Provider certain Medicare Advantage obligations, Participating Provider and Plan shall, in accordance with 42 C.F.R. §422.504(i)(3)(iii) and 42 C.F.R. §422.504(i)(4), specify delegated activities and reporting responsibilities in a written document. The written document shall also identify revocation of delegation activities and reporting requirements or specify other such remedies in instances where CMS or Plan determines that Participating Provider has not performed satisfactorily. Plan shall monitor the performance of Participating Provider and if delegated, audit the credentialing process on an ongoing basis when deemed appropriate by Plan. Plan retains the right to approve, suspend, or terminate any individual provider selected or credentialed by Participating Provider as set forth in 42 C.F.R. §422.504(i)(5).

Participating Provider will comply with all Medicare Advantage Program policies and procedures as outlined in the Participating Provider Manual and will ensure that services performed will be consistent and comply with said policies and procedures as set forth in 42 C.F.R 422.504(i)(4)(v).

Participating Provider agrees to comply, and to ensure that contracted providers comply, with laws applicable to individuals and entities receiving Federal funds as well as all other applicable State and Federal laws and regulations, including but not limited to those governing participation in the MA Program, pursuant to 42.C.F.R. §422.504(h) and 42 C.F.R. §422.504(i)(4)(v). Participating Provider further agrees to incorporate into this contract such other terms and conditions as CMS may find necessary and appropriate, including amendments to CMS rules, regulations and guidance.
Participating Provider agrees to comply with applicable federal laws and regulations designed to prevent fraud, waste, and abuse, including, but not limited to, applicable provisions of federal criminal law, the False Claims Act, the anti-kickback statute; and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") administrative simplification rules, as may be amended from time to time. Further, Participating Provider shall have a compliance plan in force to include, but not be limited to: (1) measures to prevent, detect and report fraud, waste, and abuse; and (2) written policies, procedures, and standards of conduct that address Participating Provider’s commitment to comply with all applicable Federal and State guidelines relating to the prevention and reporting of fraud, waste and abuse. Participating Provider is responsible for training and educating his/her staff within thirty (30) days of hire and all employees shall receive annual training. Such compliance training shall include but not be limited to procedures for effective internal monitoring and auditing. Participating Provider shall allow Avesis to maintain oversight of Participating Provider’s training efforts under its compliance plan and Avesis shall provide training materials, as necessary, to Participating Provider, upon request.

Participating Provider agrees to train new hires within thirty (30) days of hire and all employees shall annually receive training on the practice’s Standards of Conduct.

10. Anti-Kickback Statute
Payments made to Participating Provider for the treatment of a Member in a Medicare Advantage plan are made, in whole or in part, from Federal funds, and subject Participating Provider to all laws applicable to the individuals or entities who receive Federal funds, including the False Claims Act (32 USC 3729, et. seq.), the Anti-Kickback Statute (section 1128B(b) of the Social Security Act), Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and the Rehabilitation Act of 1973.

11. Accountability.
In accordance with 42 C.F.R. §422.504(i)(3)(ii)(A), Plan is accountable to monitor Participating Provider on an ongoing basis and is accountable to CMS for any functions or responsibilities that are described in these standards.

Agreed to by the parties hereto and effective the date first above written.

By: ______________________________________ By: Joel H. Alperstein, President
Provider’s Name Avesis Third Party Administrators, Inc.

_____________________________________              _________________________________
Signature  Date: ___________________________

______________________________________  10324 South Dolfield Road
Practice Name Owings Mills, Maryland 21117

________________________________________
Primary Location Address

________________________________________
City, State, Zip

________________________________________
NPI Number

Rev.6-0713D-MCD&MAA