



# Dental Provider Agreement

**Please, review and sign the Agreement, then:**

**Mail to:**  
Avesis  
Attn: Provider Services  
PO Box 782  
Owings Mills, MD 21117



THIS Provider Agreement (“Agreement”), entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Avesis Third Party Administrators, Inc. or Avesis Incorporated** (“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;

WHEREAS, Provider is licensed in the appropriate jurisdiction to provide the Covered Services set forth herein;

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 (10) regarding requirements for 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.
- (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 Addendum.
- (4) Member – An individual, spouse or dependent that is eligible to receive covered dental benefits.
- (5) Sponsor – An HMO, insurer, employer, or other entity that has entered into an agreement with Avesis to provide dental benefits. See explanation in Addendum.
- (6) Claim – 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(17) and G(1).
- (7) SCDHHS – the South Carolina Department of Health and Human Services.
- (8) 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 of services in order to be processed and paid by Avesis.
- (9) Provider Manual – A written document describing administrative policies and procedures for the provision of covered dental services to Members.
- (10) Necessary Treatment – Treatment that has been determined by the treating dentist to be necessary for the appropriate dental care of a patient and may be limited by the services covered in the Avesis Covered Benefits
- (11) Usual and Customary Fee – The Fee charged to private paying patients for the same procedure or service during the same period of time.

- (12) Dental Emergency – A situation requiring the Member to seek immediate attention for the relief of pain or needs repair due to a severe injury or problem. Due to the Member's condition, the services must be rendered immediately in a dental office or a hospital setting. No prior authorization of any kind shall be required for the provision of emergency services.

## **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 organizations whose members may obtain professional services and related products from Avesis participating Providers. See Addendum for specific details regarding individual Sponsor.
- (2) Covered Benefits Schedule. Avesis shall provide a listing of all covered dental services and associated fees 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, phone numbers and specialties of all Providers who agree to participate under each 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. Avesis shall make available the Provider Manual on its website or a copy will be provided upon request by the provider. Provider agrees to comply with the contents of the Manual, as it may be revised 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.
- (6) Payment Processing. Avesis shall transmit payments to Provider on a timely basis in accordance with the prompt pay laws of said state and the terms and conditions of this Agreement. Clean claims shall be paid within thirty (30) days of receipt as indicated on the date stamp on the claim. Payment date is the date of the check or other form of payment.
- (7) Regulatory Compliance. Avesis shall establish and enforce policies and procedures designed to ensure Avesis' and Provider's continued compliance with State and Federal regulations as well as the Health Insurance Portability and Accountability Act (HIPAA), the American Recovery and Reinvestment Act of 2009 and the Department of Labor. For Medicaid programs, Avesis complies with said state Policies and Procedures for Dental Services by the South Carolina Department of Health and Human Services (SCDHHS).

**D. RESPONSIBILITIES OF PROVIDER.**

- (1) Professional Services. Dentist Provider(s) shall be properly licensed as a Dentist in the jurisdiction where services are provided and provide Covered Benefits.
- (2) Appointments. Services shall be provided to Avesis members in a timely fashion. If Provider has closed panel to Medicaid recipients, Provider must notify Avesis in writing at least five (5) business days before closing panel and closure will be effective the first of the following month after receipt of notification. If Provider panel is open to any Medicaid recipient then it must remain open to Avesis.
- (3) Reporting. Avesis shall require Provider to submit a quarterly report to Avesis stating the average wait time experienced by Medicaid recipients. Avesis shall provide format in Provider Manual.
- (4) Dental Emergency. In the case of emergency, Provider shall make every effort to see the patient immediately and shall see the patient within 24 hours. For weekend emergencies, Provider shall have an answering service or cell phone number available for contact. Avesis shall permit treatment of emergency patients without prospective 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 Estimate procedures.
- (5) Payment from Members. Provider agrees to charge and accept as payment in full only the compensation for dental services provided on the Covered Benefits or in any updates that may later be agreed to by the Provider. Provider may not collect any payment from Member other than those designated in the Covered Benefits Schedule as being the responsibility of the Member, such as deductibles, copayments, and charges for additional services and materials not specified on the Covered Benefits Schedule. Any charges to the Member shall not exceed the Provider's usual and customary fee for that dental service. The member may not be balanced billed for covered services denied.
- (6) 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, for the purposes of evaluating the quality, appropriateness, and timeliness of services performed under this Agreement, the Provider will maintain patient records including charges, dates, and all other commonly accepted information elements for services rendered to members pursuant to this agreement, and radiographs for a period of not less than ten (10) years for adults and at least thirteen (13) for minors. Records shall be maintained in accordance with industry standards. Records shall be provided to any subsequent designated dental provider according to state law, CMS and Medicaid policy.
  - (a) Confidentiality of Records. Confidentiality of patient records and personal information shall be maintained in accordance with all 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 Avesis' Members except as necessary for the proper discharge of his/her obligations hereunder. Provider agrees to comply with all of the federal requirements for privacy and security of health information.

- (b) Records Access. Provider agrees that in accordance with S.C. Code Ann. SEC. 44-115-10 et. seq., (Supp. 2000) as amended and subject to reasonable charges, Avesis, its agents or representatives, members and their representatives, and Centers for Medicare and Medicaid Services (CMS) and the South Carolina Department of Health and Human Services (SCDHHS) shall have access to billing and patient 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 the final payment was made for services provided to a member and further retained if the records are under review or audit until the review of audit is complete, to the extent permitted by law.
- (7) Compliance with Law. Provider shall, at all times, conduct any professional practice and supervise all personnel in a manner that complies with all applicable laws, and shall maintain all necessary permits, certificates and licenses in good standing. In the event of any complaint or disciplinary action against Provider, Provider shall promptly notify Avesis of any 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.
- (8) Cultural Competency Plan. Provider agrees to comply with the Sponsor's Cultural Competency Plan. The Plan is available upon request. Provider further agrees to take adequate steps to ensure that persons with limited English skills receive free of charge the 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 LanguageLine or such other interpretation service as described in the Provider Manual.
- (9) Credentialing Program. Provider agrees to adhere to all of the requirements established by the Avesis Credentialing Program. Avesis credentialing process can be found in the Avesis Provider Manual.
- (10) Dental Director / Quality Improvement. Provider acknowledges that Avesis shall have a Dental Director who is a licensed dentist and will be responsible for the resolution of Professional issues and supervision of the Quality Improvement Program. Provider agrees to respond and/or comply with the Avesis' Dental Director and the Quality Improvement Program as it relates to quality assurance, utilization review and member grievance program as explained in the Avesis Provider Manual. Provider further agrees to participate and cooperate with any announced or unannounced internal and/or external quality assessment review as established by Avesis or SCDHHS or its designee. Provider agrees to comply with any plan of correction initiated by Avesis and/or required by SCDHHS.
- (11) Personnel and Office Address. Provider shall supply Avesis with a complete list of all associates and the necessary information for credentialing each of those dentists with whom Provider practices and who shall be governed by this Agreement. If any partners or associates have independent dental practices, each practice must sign a separate Avesis Dental 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 associates practicing with Provider. Independent contractor

Providers working at the Provider's location or with Provider, must execute a separate Provider Agreement. 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.

- (12) Locum Tenens. A patient's regular dentist may submit a claim and receive payment for services (including emergency visits and related services) of a locum tenens dentist who is not an employee of the regular dentist and whose services for patients of the regular dentist are not restricted to the regular dentist's offices, if 1) the regular dentist is unavailable to provide the visit services 2) the Medicaid Member has arranged or seeks to receive the services from their regular dentist 3) the regular dentist pay the locum tenens for his/her services on a per diem basis or similar fee for time basis 4) the locum tenens dentist does not provide the visit services to Medicaid patients for a period of time not to exceed sixty continuous days within a twelve (12) month period. The Locum tenens dentist shall have a valid State Medicaid number.
- (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 Estimates. Provider acknowledges that certain dental services may require Pre-Treatment estimates. If that is necessary, Provider agrees to follow the Pre-Treatment referral guidelines as defined in the Avesis Provider Manual, except in emergency situations as described in Section D (3).
- (15) Submission of Claims. Provider shall submit dental claims to Avesis in a timely manner as described in Section G (1). Provider understands that failure to submit claims or requested documentation within ninety (90) days 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 Sections O (4) or Sections O(12).
- (16) Non-discrimination. Provider shall not discriminate in the treatment or quality or services provided to Member's on the basis of race, religion, color or creed. Provider agrees to comply with all applicable federal and state law relating to nondiscrimination and equal opportunity.
- (17) Policies and Procedures. Provider agrees to comply with Avesis rules and regulations and all Avesis policies as described in the Avesis Provider Manual.
- (18) Medicaid and NPI Number. Dentist Provider(s) shall have his or her own distinct Medicaid number if providing Medicaid services and shall have applied for his/her National Provider Identification Number from CMS, in accordance with the Health Insurance Portability and Accountability Act (HIPAA) rules effective in 2007.

## **E. RELATIONSHIP OF PARTIES.**

- (1) Professional Judgment. Provider shall have the responsibility for determining treatment and administering care. Nothing in this Agreement shall be construed to interfere with the Provider/Member professional 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 not refuse to provide medically necessary services or covered preventive services to eligible members for non-medical services.

- (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 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 written authorization of Avesis.

## **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. 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 services or materials furnished, or to be furnished, or to be furnished, by Provider 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 on the current ADA Claim Form, or manually entered on the Avesis website when submitting the information required in order to receive payment for Covered Benefits. Avesis requires all Providers to follow HIPAA regulations. 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 ninety (90) 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 the Sponsor's Term Sheet, for clean claims for Covered Benefits provided to eligible Members by Provider. Claim disputes will be referred to the Avesis Chief Dental Officer and if not settled shall fall under Sections O (4) or Sections O (12).

- (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 the Provider for all claims submitted by Provider by up to ONE HUNDRED PERCENT (100%) as determined by Avesis, until overpayment amount has been recovered. Claim disputes will be referred to the Avesis Chief Dental Officer and if not settled shall fall under Sections O (4) or Sections O (12).
- (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(3).
- (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 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 and the State agencies financially harmless from 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 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), the Member would pay the Provider's Usual and Customary rate as payment in full for said service. 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.

- (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 Provider received from other Sponsor for services or goods in question.
- (7) 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.
- (8) Continuation of Care. If Provider is rendering services to Member upon execution of said Agreement, Provider agrees to submit existing treatment plan to Avesis. At no time following the execution of this Agreement shall the Provider be required to continue treatment with a Member with whom Provider cannot maintain a professional relationship with or is beyond the scope of their ability. Provider must work with Avesis and 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 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 OF PARTICIPATING PROVIDER.

Provider hereby represents and warrants to Avesis that:

- (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 of any kind have been made by Avesis or by any person representing Avesis to induce Provider to execute this Agreement.
- (3) Review. Provider and each of his 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) Licensure History. Except as otherwise reported to Avesis, Provider affirms that he/she has never:

- (a) had a professional license cancelled or suspended for reasons related to the rendering of professional services;
- (b) been convicted of fraud or malpractice in connection with performance of professional services;
- (c) been subject to an adverse judgment on a claim that professional services were provided negligently.

**I. PROFESSIONAL REQUIREMENTS.**

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

- (1) Insurance. While this Agreement is in effect, Provider shall keep in force all insurance required by state law or, if not required, then in accordance with industry practice and standards, as well as broad form comprehensive public liability insurance, professional liability insurance and products liability insurance (if applicable); all with limits of not less than the state required minimums for injury to one person and for injuries to more than one person arising out of the same incident. Provider shall promptly deliver to Avesis certificates evidencing the insurance required hereunder 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 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 Agreement.
- (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 standard 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. Claim disputes will be referred to the Avesis Chief Dental Officer and if not settled shall fall under Sections O (4) or Sections O (12).
- (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 a thirty (30) days grace period to rectify the situation. In the event the Chief Dental Officer determines there is potential risk to Members due to due this violation, Avesis shall have the right to immediately terminate the Provider with cause, 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 Chief

Dental Officer and if not settled shall fall under Sections O (4) or Sections O (12).

- (5) 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 program as provided by the jurisdiction where services are being provided. Provider agrees that SCDHHS, U.S. Department of Health and Human Services (HHS), CMS, Office of Inspector General Comptroller, State Auditor's Office and the South Carolina Attorney General's Office shall have the right to evaluate through inspection or other means, whether announced or unannounced, any records pertinent to this Agreement or the services rendered hereunder, including quality, appropriateness and timeliness of services. Such evaluation, when performed, shall be performed with the cooperation and assistance of the Provider, as required.
- (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 a Dentist Provider's ability to practice dentistry including all 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 Provider, by operation of law or otherwise, without the prior written consent of 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 60-day period, the Agreement and the obligations and duties hereunder shall remain in force and effect at Avesis' election.
- (2) With Cause. This Agreement shall be terminated automatically and immediately upon notification that Provider's professional license or certification has been suspended, cancelled or not renewed, loss or suspension of DEA license, loss of Provider's liability insurance, 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 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 grounds for the Appeal, Avesis shall convene a special meeting of the Quality Improvement Committee and will review all appropriate information and confirm or deny original decision. If original decision is denied, Provider will be reinstated. If the original decision is confirmed, the Provider shall continue to have the right to dispute resolution as referenced in Section O (4) and O (12).
- (4) Either party may terminate this Agreement for a material default by the other party if the default is not cured within 30 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 and materials provided to members.

## **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 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 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.

## **M. SPECIAL REMEDIES.**

Provider acknowledges that if Provider breaches any of the provisions of Section D (5), 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, 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 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 and to the Provider at the address stated herein or as they may otherwise notify Avesis in writing.

**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 of Maryland.
- (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 of the State of Maryland 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 (12), even if a similar or related matter has already been referred to arbitration in accordance with the terms of this paragraph. The parties hereto agree that at no time shall dispute disrupt or interfere with the provision of services to members as provided for herein.
- (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 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 five (5) 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.
- (9) 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.
- (10) 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.
- (11) 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.
- (12) 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 inexpensive and binding arbitration.
- (13) Assignment. Avesis may assign this Agreement immediately upon written notice to the Provider. Provider must obtain Avesis prior written consent to assign this Agreement.
- (14) 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.
- (15) 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.
- (16) Entire Agreement. This Agreement, together with any Exhibits and Fee Schedule 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 (8).

This Agreement incorporates by reference all applicable state laws or regulations, and revisions of such laws or regulations shall automatically be incorporated into the Agreement as they become effective. In the event that such revision to federal or state law materially affects the position of either Avesis or Provider, Avesis and Provider agree to negotiate such further amendments as may be necessary.

(17) SCDHHS Hold Harmless. As it relates to the provision of services as set forth herein, Provider agrees to indemnify, defend, protect and hold harmless SCDHHS and any of its officers, agents and employees from:

Any claims for damages or losses arising from services rendered by Provider or any other person, or firm performing or supplying services, materials, or supplies for you in connection with the performance of this Contract;

Any claims for damages or losses to any person or firm injured or damaged by erroneous or negligent acts, including disregard of State or Federal Medicaid regulations or legal statutes, by Provider, your officers, employees, or subcontractors in the performance of this Contract;

Any failure of the Provider, its officers, employees, or subcontractors to observe the federal or state laws, including, but not limited to, labor laws and minimum wage laws;

Any claims for damages, losses, or costs associated with legal expenses, including, but not limited to, those incurred by or on behalf of SCDHHS in connection with the defense of claims for such injuries, losses, claims, or damages specified above;

Any injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against SCDHHS or their agents, officers or employees, through the intentional conduct, negligence or omission of the Provider, its agents, officers, employees or subcontractors.

In the event that, due to circumstances not reasonably within the control of Provider or SCDHHS, (i.e., a major disaster, epidemic, complete or substantial destruction of facilities, war, riot or civil insurrection), neither the Provider, SCDHHS, or subcontractor(s), will have any liability or obligation on account of reasonable delay in the provision of covered services; provided, however, that so long as the Provider's license to practice remains in full force and effect, the Provider shall be liable for the provision of the covered services required to be provided in accordance with this Contract.



This Dental Provider Agreement is hereby agreed to by the parties hereto and effective the \_\_\_ day of \_\_\_\_\_, 20\_\_.

By Name \_\_\_\_\_  
Printed Name

By Avesis Third Party Administrators,  
Inc. or Avesis Incorporated

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Practice/Corporation Name

\_\_\_\_\_  
Address/City/State/Zip

\_\_\_\_\_  
Medicaid ID

\_\_\_\_\_  
NPI #

Date \_\_\_\_\_

Date \_\_\_\_\_

**ADDITIONAL PROVIDERS**

Please Print Proper Legal Name

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_



## **MEDICAID ADDENDUM**

### **A. ADULT VALUE ADDED BENEFITS**

Effective January 1, 2010, the CDT fees for basic dental care to members age 21 and older will be covered for the following CDT codes:

D0120 – 2 per year

D0220 – 2 per year

D0230 – 2 per year

D0272 or 0274 – Either 1 D0272 or 1 D0274 per year

D1110 – 2 per year

D2140, D2150, D2160, D2391, D2392, D2393 – all amalgams or composites - total 2 restorations per year; maximum of 4 surfaces per year

D7140 – 2 per year; only asymptomatic teeth

### **B. SPONSOR FOR SOUTH CAROLINA MEDICAID DENTAL**

Sponsor is Absolute Total Care (Centene Corporation).